



Meeting Agenda of City Council Regular Meeting
Council Chambers
100 E First Street
January 13, 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. PRESENTATIONS AND PROCLAMATIONS

- a. Acknowledging All-State Music Honorees from Grand Island Schools

7. CONSENT AGENDA

- a. Approving Minutes of the December 30, 2025 City Council Regular Meeting
- b. Approving Payment of Claims for the Period of December 31, 2025 through January 13, 2026 in the total amount of \$5,156,821.43
- c. Approving Request from Balz at Prairie Commons, 3568 Innate Lane, Suite A for an Addition to their Class "CK" Liquor License
- d. Notice of Availability of Diversion Program for Minor Traffic Offenses
- e. #2026-1 - Approving of Collective Bargaining Agreement between the City of Grand Island and the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO
- f. #2026-2 - Approving Extending Library Board Annual Report Deadline
- g. #2026-3 - Approving Contract for Lobbyist Services

- h. #2026-4 - Approving Bid Award for Crushed Rock for 2026
- i. #2026-5 - Approving Temporary Construction Easement for Stolley Park Road- South Locust Street to Stuhr Road Paving Improvements; Project No. 2024-P-4 (Walker)
- j. #2026-6 - Approving Purchase of One (1) 2026 Chevrolet Silverado 3500, 4x4, Crew Cab Pickup with Utility Body for the Streets Division of the Public Works Department
- k. #2026-7 - Approving a five (5) year contract with the Grand Island Casino Resort for Grand Island Police Officers to work uniformed security.
- l. #2026-8 - Approving Final Plat - Jake's Lake Subdivision

8. PUBLIC HEARINGS

- a. Public Hearing on Acquisition of Utility Easement - Highway 281 and Prairie Creek Lane (Restored Properties LLC)

#2026-9 - Approving Acquisition of Utility Easement - Highway 281 and Prairie Creek Lane (Restored Properties LLC)
- b. Public Hearing on Acquisition of Public Right-of-Way for Stolley Park Road- South Locust Street to Stuhr Road Paving Improvements; Project No. 2024-P-4 (Walker)

2026-10 - Approving Acquisition of Public Right-of-Way for Stolley Park Road- South Locust Street to Stuhr Road Paving Improvements; Project No. 2024-P-4 (Walker)

9. ORDINANCES

- a. #10,057 - Consideration of Approving Salary Ordinance
- b. #10-058 - Consideration to Repeal Article 37-II Inter-Jurisdictional Planning Commission
- c. #10,059 - Consideration of Sale of Lot One (1) of Jake's Subdivision in Grand Island, Hall County, Nebraska
- d. #10,060 - Consideration of Sale of a Tract of Land comprising part of miscellaneous tracts in part of the South Half of the Southwest Quarter (S1/2SW1/4) of Section 17, Township 11 North, Range 9 West of the 6th Principal Meridian located in the City of Grand Island, Hall County, Nebraska

10. ADJOURNMENT



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 6.a.

Subject: Acknowledging All-State Music Honorees from Grand Island Schools

Staff Contact: Mayor Roger G. Steele

BACKGROUND: Mayor Steele is inviting all Grand Island-area high school students who were selected for the All-State Band to be recognized during a council meeting. The mayor would like to congratulate them on their achievements, while also presenting them with a certificate and pin.

Here is a list of All-State Honoree by school:

Grand Island Senior High

Ulises Acosta, All-State Chorus
Paige Berglund, All-State Orchestra
Natalie Flores, All-State Chorus
Gabriella Meier, All-State Orchestra
Cadence Gidbumb, All-State Chorus
Katherine Johnsen, All-State Chorus
Reagan Kort, All-State Chorus
Malia McNeal, All-State Chorus
Elijah Meier-Jaurez, All-State Chorus
Isabella Roe, All-State Chorus
Katelyn Sodomka, All-State Band
Coen Thorpe, All-State Chorus
Madison Wiczorek, All-State Chorus
Cael Wiegert, All-State Chorus
Abigail Bloom, GISH Vocal Music Teacher
Dr. Evan Lee, GISH Band Director
Bob Lienemann, GISH Orchestra Instructor

Northwest

Molly Cline, All-State Chorus

Julian Duplessis, All-State Chorus
Addie Hayman, All-State Chorus
Abigail Hazleton, All-State Chorus
Taylor Hazleton, All-State Chorus
Myle McDermott, All-State Chorus
Black Noorlander, All-State Chorus
Grayson Rowe, All-State Chorus
Nolan Steinke, All-State Chorus
Emma Vyhliidal, All-State Chorus
Lizzy Walton, All-State Band
Shawn Pfanstiel, Northwest Band Director
Jeff Vyhliidal, Northwest Vocal Music Teacher
Jared Hansen, Northwest Vocal Music Teacher

GICC

Molly Kenna, All-State Chorus
Tyler Koepp, Vocal Music Teacher

DISCUSSION: -

FISCAL IMPACT: -

ALTERNATIVES: -

RECOMMENDATION: -

SAMPLE MOTION: -



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 7.a.

Subject: Approving Minutes of the December 30, 2025 City Council Regular Meeting

Staff Contact: Jill Granere

BACKGROUND: N/A

DISCUSSION: N/A

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: N/A

ATTACHMENTS:

1. Minutes



City Council Meeting Minutes

Council Chambers
City Hall
100 East First Street
December 30, 2025
7:00 PM

1. [CALL TO ORDER](#)

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

2. [PLEDGE OF ALLEGIANCE](#)

3. [ROLL CALL](#)

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

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

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

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

6. PRESENTATIONS AND PROCLAMATIONS

6.a) [Annual Report of Tennis Center Utilization/Availability](#)

[Cover Page](#)

[Annual Tennis Report](#)

7. [CONSENT AGENDA](#)

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

7.a) Approving Minutes of the December 9, 2025 City Council Regular Meeting.

[Cover Page](#)

[Minutes](#)

7.b) Approving Payment of Claims for the Period of December 10, 2025 through December 30, 2025 in the total amount of \$9,911,603.06.

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[Claims](#)

7.c) Approving Appointments to the Mechanical Examining Board

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[Memo](#)

7.d) Approving Appointments to the Plumbing Board

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[Memo](#)

7.e) Approving Appointments to the Electrical Board

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[Memo](#)

7.f) Approving Request from Ay Mi Madre LLC dba Ay Mi Madre, 316 East 2nd Street for a Change of Location for their Class "C" Liquor License to 112 West 3rd Street

[Cover Page](#)

[Police Report](#)

[Map](#)

Ruth Carbajal answered questions from council on safety and police calls from the old location.

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

7.g) Approving Request from Courtney Coble for Liquor Manager Designation with Walmart 1326, 2250 N Diers Avenue, Grand Island, Nebraska

[Cover Page](#)

[Police Report](#)

7.h) Approving Request from Carlos Dillion for Liquor Manager Designation with the Sam's Club, 1510 Diers Avenue, Grand Island, Nebraska.

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[Police Report](#)

7.i) #2025-423 - Approving Home Federal 2nd Subdivision

[Cover Page](#)

[Aerial Map](#)

[Final Plat](#)

[Application](#)

[Subdivision](#)

[Resolution](#)

7.j) #2025-424 - Approving Certificate of Final Completion for Lift Station No. 1 Mechanical Replacement; Project No. 2025-S-5

[Cover Page](#)

[Certificate of Final Completion](#)

[Resolution](#)

7.k) #2025-425 - Approving Bid Award for Grand Island Regional Landfill Cell 4 Construction; Project No. 2025-LF-1

[Cover Page](#)

[C Lazy B Land Development Contract](#)

[Resolution](#)

With C Lazy B Land Development of Kearney, Nebraska in an amount of \$1,013,599.95.

7.l) #2025-426 -Approving Purchase of One (1) 2026 International CV515 Chasis with John Bean Jetter for the Wastewater Division of the Public Works Department

[Cover Page](#)

[Vehicle Picture](#)

[Vehicle Specifications](#)

[Vehicle Brochure](#)

[Sourcewell Contract](#)

[Sourcewell Quote](#)

[Resolution](#)

From Hansen International Truck, Inc. of Grand Island, Nebraska in an amount of \$211,293.00.

7.m) #2025-427 - Approving the Certificate of Compliance with the Nebraska Department of Transportation for Maintenance Agreement No. 12; Calendar Year 2025

[Cover Page](#)

[Certificate of Compliance](#)

[Resolution](#)

7.n) #2025-428 - Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Transportation for Calendar Year 2026

[Cover Page](#)

[State of Nebraska Rate Letter](#)

[Maintenance Agreement No. 12 Renewal](#)

[Resolution](#)

7.o) #2025-429 - Consideration of Approving Changes to Speed Limit Resolution No. 2024-28

[Cover Page](#)

[Concord Street Exhibit](#)

[Elk Drive Exhibit](#)

[Old Highway 30 \(addition\) Exhibit](#)

[Old Highway 30 Exhibit](#)

[Highway 30 \(1\) Exhibit](#)

[Husker Highway Exhibit](#)

[Highway 30 \(2\) Exhibit](#)

[Stolley Park Road \(1\) Exhibit](#)

[Stolley Park Road \(2\) Exhibit](#)

[Resolution](#)

7.p) #2025-430- Approving Bid Award for drive through gate replacement at the Law Enforcement Center

[Cover Page](#)

[Quote](#)

[Resolution](#)

With American Fence Company of Grand Island, Nebraska in an amount of \$71,060.00.

7.q) #2025-431 - Approving Purchase of a 2026 John Deere Backhoe Loader for the Water Distribution Department

[Cover Page](#)

[Resolution](#)

From Murphy Tractor & Equipment of Grand Island, Nebraska in an amount of \$153,500.00.

7.r) #2025-432 - Approving Extension to Hooker Brothers Sand & Gravel Temporary Construction Access to Transmission Line 1060 Easement

[Cover Page](#)

[Resolution](#)

7.s) #2025-433 - Approving Request to Surplus Part of Lot 2 & 3, Block 42, Grand Island Original Town

[Cover Page](#)

[Map](#)

[Resolution](#)

7.t) #2025-434- Approving Recording of Public Utility Easement on Property Owned by the City of Grand Island - Part of Detention Cell Lot C Platte Valley Industrial Park Third Subdivision

[Cover Page](#)

[Resolution](#)

[Map](#)

8.) PUBLIC HEARINGS

8.a) [Public Hearing Request from Lulie & Julie, LLC dba Napoli's, 3333 Ramada Rd Ste B , Grand Island, Nebraska, for a Class "I" Liquor License](#)

#2025-435 - Approving Lulie & Julie, LLC dba Napoli's, 3333 Ramada Rd Ste B, Grand Island, Nebraska, for a Class "I" Liquor License and Liquor Manager Designation for Lulzim Shala, 3433 Treeline Drive Lincoln, Nebraska

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[Police Report](#)

[Map](#)

[Resolution](#)

City Clerk Jill Granere reported an application for a Class “I” Liquor License had been received from Lulie & Julie, LLC dba Napoli's, 3333 Ramada Rd Ste B, Grand Island, Nebraska. Ms. Granere presented the following exhibits for record; application submitted to the Liquor Control Commission and received by the City on November 13, 2025; notice to the general public of date, time, and place of hearing was published on December 20, 2025; notice to the applicant of date, time and place of hearing was mailed on November 18, 2025. Also submitted was liquor manager designation for Lulzim Shala, 3433 Treeline Drive, Lincoln, Nebraska.

Motion by Doug Brown, second by Doug Lanfear to approve #2025-435 - Approving Lulie & Julie, LLC dba Napoli's, 3333 Ramada Rd Ste B, Grand Island, Nebraska, for a Class "I" Liquor License and Liquor Manager Designation for Lulzim Shala, 3433 Treeline Drive Lincoln, Nebraska. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza and Doug Lanfear. Absent: Ryan O'Neill and Mike Paulick. Motion adopted.

8.b) Public Hearing concerning the Redevelopment Plan Amendment of Area 1, for 309 W. 2nd Street (Chamber Building) Starkel Real Estate Inc.

#2025-436 - Approving Redevelopment Plan Amendment of Area 1, for 309 W. 2nd Street (Chamber Building) Starkel Real Estate Inc.

[Cover Page](#)

[Redevelopment Plan Amendment](#)

[TIF Application](#)

[Resolution 546](#)

[Resolution 547](#)

[Resolution 2026-02](#)

[CRA Resolution 549](#)

[Resolution](#)

Community Development Director Chad Nabity reported Starkel Real Estate Inc had an agreement to purchase the former Chamber building at 309 W. 2nd and was proposing to redevelop it as renovated commercial space and 10 one bedroom apartments. The proposed development would occur over the next year. They purchased the property for \$365,000 and estimate that TIF eligible expenditures for this project including acquisition, rehab, application and legal fees would exceed \$2,000,000. They were seeking \$609,673 in Tax Increment Assistance over a 20 year period. This property was in an area that has been declared extremely blighted and 20 year TIF is permitted. They were also awarded a \$120,000 fire life safety grant for 8 one bedroom apartments planned on the second floor of the building.

Amos Anson spoke in favor.

Motion by Jack Sheard, second by Maggie Mendoza to approve #2025-436 - Approving Redevelopment Plan Amendment of Area 1, for 309 W. 2nd Street (Chamber Building) Starkel Real Estate Inc. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza and Doug Lanfear. Absent: Ryan O'Neill and Mike Paulick. Motion adopted.

9.) RESOLUTIONS

9.a) [#2025-437- Approving replacement of three boilers and control system at the Heartland Event Center](#)
[Cover Page](#)
[Agreement](#)
[Certificate of Liability](#)
[Resolution](#)

City Administrator Patrick Brown reported three original boilers (over 20 years old) at the Heartland Event Center need to be replaced as recommended by Honeywell.

Jay Vavricek questioned if the boilers were not replaced, he was informed only one was working and if they went out, there would be none.

Motion by Doug Lanfear, second by Jason Conley to approve #2025-437- Approving replacement of three boilers and control system at the Heartland Event Center. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza and Doug Lanfear. Absent: Ryan O'Neill and Mike Paulick. Motion adopted.

10.) ORDINANCES

10.a) [#10,055 - Consideration of Ordinance to Amend Chapter 23 Article 6 of Grand Island City Code](#)
[Cover Page](#)
[Ordinance](#)

City Administrator Patrick Brown reported the City current had a Hotel Occupation Tax of 2% in place for the building and operation of the Heartland Events Center that sunsets on December 31, 2025. Due to the sunset of the current Hotel Occupation Tax and the removal of caps on occupation taxes by the Nebraska Legislature in 2025, it was recommended to renew the Hotel Occupation Tax at 5%. Currently Hotel Occupation taxes (2%) was being used for the Heartland Event Center operations. The Hotel Occupation Tax was a tax paid by visitors to hotels or other facilities in the City of Grand Island. The total amount of Hotel Occupation Tax revenue in FY2025 was \$574,215. City Council would be presented with several deferred maintenance items. On August 19, 2025, replacement chillers were ordered for a purchase price of \$1,225,000. Other items City Council would be presented with was an arena lighting replacement (\$1,053,254), lighting replacement other than arena (\$698,825) sound replacement system (\$1,165,200), ice rink revival (\$2,024,195 depends on grant opportunity), roof replacement (\$974,203), vestibule (\$951,739), and other repairs and replacements. Total amount of investment was approximately \$11,000,000. A 20 year bond would require an annual payment of approximately \$800,000. An additional 3% of Hotel Occupation Tax would provide funding for the repairs.

Motion by Doug Lanfear, second by Doug Brown to suspend the rules 10.a) #10,055 - Consideration of Ordinance to Amend Chapter 23 Article 6 of Grand Island City Code. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza and Doug Lanfear. Absent: Ryan O'Neill and Mike Paulick. Motion adopted.

Councilmember Chuck Haase made a Motion to Amend to remove "city owned facilities" under section 23-61.

Motion by Chuck Haase, second by Jack Sheard to amend 10.a) removing "city owned facilities" under section 23-61. Roll Call. Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza and Doug Lanfear. Absent: Ryan O'Neill and Mike Paulick. Motion adopted.

Karla Gyenes, Jay Vavricek were opposed.

Brad Mellema, Chris Kotulak, Jamie Parr and Kyler Tarwater spoke in regard to the livestock shows and the need of support to continue the shows and the tourism brought to Grand Island for the events.

Discussion was held among councilmembers and the need to have further discussion on the topic before making a decision.

Councilmember Stelk made a motion to postpone until January 13, 2025, meeting.

Motion by Mark Stelk, second by Doug Lanfear to postpone 10.a) until the January 13, 2025, City Council meeting. Roll Call. Ayes: Mark Stelk. Noes: Jack Sheard, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza and Doug Lanfear. Absent: Ryan O'Neill and Mike Paulick. Motion failed.

Discussion was held among councilmembers and needed more time to discuss the topic but not postponed due to the tax expiring the end of day on December 31, 2025. Council requested to have a Study Session on the topic in the near future.

Councilmember Haase made a motion to amend to lower the occupation tax from 5% to 2% under section 23-55.

Motion by Chuck Haase, second by Doug Brown to amend 10.a) to lower the occupation tax from 5% to 2% under section 23-55. Roll Call. Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza and Doug Lanfear. Absent: Ryan O'Neill and Mike Paulick. Motion adopted.

Motion by Chuck Haase, second by Doug Brown to approve 10.a) #10,055 - Consideration of Ordinance to Amend Chapter 23 Article 6 of Grand Island City Code with amendments of removing "city owned facilities" under section 23-61 and lowering the occupation tax from 5% to 2% under section 23-55: Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza and Doug Lanfear. Absent: Ryan

O'Neill and Mike Paulick. Motion adopted.

10.b) [#10,056 - Consideration of repealing Ordinance 10,054 and renaming US Highway 30](#)

[Cover Page](#)
[Ordinance](#)

Community Development Director Chad Nabity reported on December 9, 2025, the Grand Island City Council approved Ordinance 10,054, that approved changing the name of US Highway 30 to Old US Highway 30 for the section of existing US Highway 30 that was previously used and now ends at Monitor Road, with no connectivity to US Highway 30. Staff later recognized that this approved name change resulted in a single continuous roadway consisting of two segments bearing different street names, without an intervening intersection or break in the roadway network. Two roadways with the same name that would eventually adopt a similar addressing scheme could be confusing for emergency personnel when responding to calls. City Council action was needed to ensure consistency with the existing Old Highway 30 and to minimize confusion for emergency personnel and motorists. There are twenty-six (26) properties, totaling seventy-eight addresses (78) along this segment of roadway that would be notified of the street name change.

Motion by Chuck Haase, second by Jack Sheard to suspend the rules 10.b) #10,056 - Consideration of repealing Ordinance 10,054 and renaming US Highway 30. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza and Doug Lanfear. Absent: Ryan O'Neill and Mike Paulick. Motion adopted.

Motion by Jack Sheard, second by Doug Lanfear to approve 10.b) #10,056 - Consideration of repealing Ordinance 10,054 and renaming US Highway 30. Roll Call: Ayes Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza and Doug Lanfear. Absent: Ryan O'Neill and Mike Paulick. Motion adopted.

11). ADJOURMENT

The meeting was adjourned at 8:51 p.m.

City Clerk
Jill Granere



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 7.b.

Subject: Approving Payment of Claims for the Period of December 31, 2025 through January 13, 2026 in the total amount of \$5,156,821.43

Staff Contact: Pat Brown

BACKGROUND: N/A

DISCUSSION: N/A

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: N/A

ATTACHMENTS:

1. Claims

Vendor_Name	Description	Amount
ACCORD GUARANTOR, LLC	SHIPPING	89.06
ACCORD GUARANTOR, LLC	SHIPPING	201.73
ALL COPY PRODUCTS INC	CONTRACT CHARGES 11/18/25-12/17/25	95.77
ALLAN L SCHWIEGER	918 SUN VALLEY SIDEWALK COST SHARE PROGRAM	1,989.40
AMERICAN FENCE OF WESTERN NEBRASKA	8' & 4' CHAIN LINK FENCE	1,298.16
AMERICAN FENCE OF WESTERN NEBRASKA	GATE REPLACEMENT AFTER ACCIDENT	1,024.13
AMERICAN FENCE OF WESTERN NEBRASKA	HINGES & LATCH	38.35
AMERICAN PUBLIC POWER ASSOCIATION	DEED MEMBERSHIP	6,925.93
AMERICAN WATER WORKS ASSOCIATION	ANNUAL DUES	4,490.00
ANDERSON FORD	BOOSTER	394.09
ANDERSON FORD	ROTORS/ PAD	476.25
APX INC	ISSUANCE/ TRANSFER FEE	15.57
APX INC	ISSUANCE/ TRANSFER FEE	68.35
APX INC	ISSUANCE/ TRANSFER FEE	2,022.95
ARMBRUSTER ELECTRIC	SERV. WORK @ ST 1	367.26
ARMBRUSTER ELECTRIC	ELECTRICAL WORK FOR MINI SPLIT	3,650.00
ASSETSENSE INC	2026 SOFTWARE SUPPORT	4,600.00
ASSETSENSE INC	2026 SOFTWARE SUPPORT	12,400.00
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	OPENAI CHATGPT	20.00
BANK OF AMERICA	WSJ ONLINE	7.53
BANK OF AMERICA	Amazon-Printer	288.90
BANK OF AMERICA	EAKES BINDER	65.12
BANK OF AMERICA	"AMERICAN AIRLI-CONF RENO,NV"	1,169.46
BANK OF AMERICA	"IIMC CONF-RENO,NV-SONYA"	700.00
BANK OF AMERICA	TASC - Admin Fees	17.56
BANK OF AMERICA	ADVANCE - TEMP CASHIER	674.34
BANK OF AMERICA	ADVANCE - TEMP CASHIER	1,123.90
BANK OF AMERICA	AMAZON	39.69
BANK OF AMERICA	Amazon-Scanner	385.00
BANK OF AMERICA	CULLIGAN	77.00
BANK OF AMERICA	TASC - Admin Fees	4.39
BANK OF AMERICA	CLERK OF THE SUPREME C - DUES	98.00
BANK OF AMERICA	CLERK OF THE SUPREME C-DUES	98.00
BANK OF AMERICA	GOLDFYNCH-COMPUTER PROGRAM	68.40
BANK OF AMERICA	GOLDFYNCH-COMPUTER PROGRAM	68.40
BANK OF AMERICA	GOLDFYNCH-COMPUTER PROGRAM	68.40
BANK OF AMERICA	NE STATE BAR ASS -MEMBERSHIP	325.00
BANK OF AMERICA	AMERICAN BAR ASS-BOOK	158.90
BANK OF AMERICA	DELTA - TRAVEL	846.98
BANK OF AMERICA	DOUBLETREE HOTELS -TRAVEL	1,369.41
BANK OF AMERICA	HYATT PLACE ST. PAUL - TRAVEL	288.67
BANK OF AMERICA	OMA SOUTH GARA-PARKING	55.50
BANK OF AMERICA	ROBENS TRANSPORTAT-TRAVEL	43.20
BANK OF AMERICA	IN LOGUE PLUMBING-REPAIR	135.00
BANK OF AMERICA	IN LOGUE PLUMBING-REPAIR	250.69

BANK OF AMERICA	IN LOGUE PLUMBING-REPAIR	275.00
BANK OF AMERICA	STATE GLASS - REPAIR	170.00
BANK OF AMERICA	ACE HDWE - SUPPLIES	37.97
BANK OF AMERICA	MENARDS - SUPPLIES	24.95
BANK OF AMERICA	MIDWEST ALARM-SERVICE	656.49
BANK OF AMERICA	ACE HDWE - SUPPLIES	11.99
BANK OF AMERICA	CRESCENT ELE-RED WIRE NUTS	54.92
BANK OF AMERICA	CRESCENT ELE-SUPPLIES	96.20
BANK OF AMERICA	CRESCENT ELECTRIC -SUPPLIES	121.90
BANK OF AMERICA	HERITAGE LANDSC-SUPPLIES	51.72
BANK OF AMERICA	IN KEVIN ENGLAND - REPAIR	310.00
BANK OF AMERICA	IN KEVIN ENGLAND - REPAIR	440.00
BANK OF AMERICA	IN KEVIN ENGLAND - REPAIR	1,280.00
BANK OF AMERICA	IN LOGUE PLUMBING-REPAIR	150.65
BANK OF AMERICA	IN LOGUE PLUMBING-REPAIR	240.00
BANK OF AMERICA	JOHNNY'S LOCK-KEYS FOR I.T.	17.00
BANK OF AMERICA	MENARDS - SUPPLIES	68.91
BANK OF AMERICA	MENARDS - SUPPLIES	83.88
BANK OF AMERICA	MENARDS - SUPPLIES	91.88
BANK OF AMERICA	MENARDS - SUPPLIES	107.82
BANK OF AMERICA	MENARDS - SUPPLIES	120.82
BANK OF AMERICA	MIDWEST ALARM-SERVICE	170.00
BANK OF AMERICA	SHERWIN-WILLIAMS-PAINT	198.01
BANK OF AMERICA	GRONES OUTDOOR POWER-REPAIR	720.97
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	COLLEGE TRANSC-DEGREE CHECK	34.95
BANK OF AMERICA	CDWG-Printer	587.88
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	GALLS - CLOTH ALLOW	103.49
BANK OF AMERICA	TASC - Admin Fees	43.90
BANK OF AMERICA	FIRSTNET-CELL PHONES	1,059.47
BANK OF AMERICA	BLUE CARD -TRN SEAMAN	4,500.00
BANK OF AMERICA	EMBASSY STE-TRN SEAMAN BC	1,345.54
BANK OF AMERICA	"MENARDS-LIGHTS, MOP"	159.75
BANK OF AMERICA	ACE - BOLT SNAP	21.08
BANK OF AMERICA	ACE-TURNBUCKLE	16.31
BANK OF AMERICA	AMAZON-CORK BRD	31.98
BANK OF AMERICA	AMAZON-HOSE REEL	168.95
BANK OF AMERICA	BEST BUY - PHONE CASE	59.99
BANK OF AMERICA	DINGES-WATER EXTINGUISHER	630.00
BANK OF AMERICA	HYDRO TECH-MAINT EXTINGSHR	60.00
BANK OF AMERICA	MENARDS-KEY PAD	290.00
BANK OF AMERICA	MENARDS-LIGHT BULBS	3.99
BANK OF AMERICA	MENARDS-SAW BLADES	92.93
BANK OF AMERICA	PVC-HEADSET REPAIR	272.50
BANK OF AMERICA	WALMART-TV ST 1	132.00
BANK OF AMERICA	REAL TIME - MIN USED	19.50

BANK OF AMERICA	CASEY'S - FUEL TRN	22.35
BANK OF AMERICA	HOLIDAY INN-TRN HOTEL	613.35
BANK OF AMERICA	HOLIDAY INN-TRN HOTEL	613.35
BANK OF AMERICA	LOVES - FUEL TRN	13.05
BANK OF AMERICA	LOVES-TRN FUEL	19.52
BANK OF AMERICA	"AMAZON - BABY MONITOR,AMB"	35.99
BANK OF AMERICA	BOUNDTREE - AMB SUP	2,330.78
BANK OF AMERICA	BOUNDTREE-AMB SUP	30.31
BANK OF AMERICA	BOUNDTREE-AMB SUP	107.00
BANK OF AMERICA	BOUNDTREE-AMB SUP	158.70
BANK OF AMERICA	BOUNDTREE-AMB SUP	426.00
BANK OF AMERICA	BOUNDTREE-AMB SUP	539.99
BANK OF AMERICA	BOUNDTREE-AMB SUP	1,701.20
BANK OF AMERICA	U SAVE S - AMB SUP	196.88
BANK OF AMERICA	USAVES-AMB SUP	225.00
BANK OF AMERICA	TASC - Admin Fees	140.48
BANK OF AMERICA	HASTINGS FORD-REPAIR UNIT #800	289.65
BANK OF AMERICA	MR.G'S-NOV CAR WASH	8.00
BANK OF AMERICA	ISLAND TOWING-TOW CHARGES	650.00
BANK OF AMERICA	KRAMERS-TOW CHARGES	1,325.00
BANK OF AMERICA	LEVANDERS-TOW CHARGES	500.00
BANK OF AMERICA	TOWN & COUNTRY-TOW CHARGES	300.00
BANK OF AMERICA	AT&T-CELL PHONE PAYMENT	2,571.50
BANK OF AMERICA	POLICE OFF ASSO-2025 HANDBOOKS	950.00
BANK OF AMERICA	CRISIS SYSTEM-ON LINE TRAINING	87.55
BANK OF AMERICA	HOLIDAY-HOTEL TRAINING	137.68
BANK OF AMERICA	HOLIDAY-HOTEL TRAVEL VA	111.15
BANK OF AMERICA	NMS LABS-DRUG EVIDENCE TESTING	132.00
BANK OF AMERICA	Sirchie-IODINE FUMING GUN EVID	189.23
BANK OF AMERICA	USPS-EVIDENCE SHIPPING	83.70
BANK OF AMERICA	USPS-EVIDENCE SHIPPING	125.40
BANK OF AMERICA	USPS-EVIDENCE SHIPPING	139.00
BANK OF AMERICA	AMAZON-AIR SANTIZER ACO	38.88
BANK OF AMERICA	AMZN-RESCUE DISINF ANIMAL CONT	95.94
BANK OF AMERICA	AMZN-LEC TONER & SUPPLIES	28.32
BANK OF AMERICA	STAPLES-ENVELOPES	37.95
BANK OF AMERICA	7-ELEVEN-FUEL TRAINING FBI NAA	44.70
BANK OF AMERICA	CASEYS-FUEL TRAINING	34.34
BANK OF AMERICA	GOLDEN BEAR-FUEL TRAINING	47.83
BANK OF AMERICA	SHELL OIL-FUEL TRAINING	43.91
BANK OF AMERICA	SHELL OIL-FUEL TRAINING	44.92
BANK OF AMERICA	WAWA -FUEL QUANTICO	32.63
BANK OF AMERICA	XPRESS MART- FUEL TRAINING	0.11
BANK OF AMERICA	XPRESS MART-FUEL TRAINING	28.27
BANK OF AMERICA	"BOOPS-GUN LIGHTS, AMMO"	169.99
BANK OF AMERICA	AMAZON -AAA BATTERIES	24.24
BANK OF AMERICA	AMAZON-GRIP TAPE	27.40

BANK OF AMERICA	Amazon-Printer	259.00
BANK OF AMERICA	AMZN-LEC TONER & SUPPLIES	79.02
BANK OF AMERICA	B&H PHOTO-Synology NAS	20,685.76
BANK OF AMERICA	Boops Shooters-RIFLE MAGAZINES	84.95
BANK OF AMERICA	BOOPS SHOOTERS-SCOPE MOUNTS	219.96
BANK OF AMERICA	BOOPS-MAGS & FA CLEANING SUPP	111.94
BANK OF AMERICA	Dell-Speakers	65.24
BANK OF AMERICA	DRY CREEK ARS-FIREARM PARTS	599.94
BANK OF AMERICA	GI LOAN-REAR RIFLE SIGHTS	45.99
BANK OF AMERICA	SAFE LIFE DEFENSE-DUTY BELTS	685.50
BANK OF AMERICA	WALMART-TOTES PATROL VEHICLES	46.74
BANK OF AMERICA	WALMART-WATER FOR TO-GO PACKS	5.47
BANK OF AMERICA	WM-WEST BLDG TV'S & MOUNTS	1,085.88
BANK OF AMERICA	ZERO9 SOLUTIONS-EQUIP. CASES	1,238.76
BANK OF AMERICA	"BOOPS-GUN LIGHTS, AMMO"	349.90
BANK OF AMERICA	HERMAN P-TOILET REPAIR LEC	639.00
BANK OF AMERICA	HERMAN-BACKFLOW TESTING	80.00
BANK OF AMERICA	HERMAN-LEC BATHROOM REPAIR	285.23
BANK OF AMERICA	"SAMS-BAGS,NOTE PADS EVID LEC"	118.84
BANK OF AMERICA	AMZN-LEC TONER & SUPPLIES	190.00
BANK OF AMERICA	AMZN-TONER EVIDENCE COPIER LEC	408.54
BANK OF AMERICA	AMAZON-ROCK SALT SPREADER LEC	499.99
BANK OF AMERICA	BUSIN. WORLD-DESK CONNECTORS	95.00
BANK OF AMERICA	TASC - Admin Fees	26.34
BANK OF AMERICA	TASC - Admin Fees	13.17
BANK OF AMERICA	AMAZON- FILE FOLDERS	16.49
BANK OF AMERICA	Eakes - Kleenex	55.65
BANK OF AMERICA	Kermit's-PW Dir Vehicle Wash	6.00
BANK OF AMERICA	TASC - Admin Fees	13.17
BANK OF AMERICA	TASC - Admin Fees	21.95
BANK OF AMERICA	Amazon-Fans	9.95
BANK OF AMERICA	ABDO - Childrens Books	4,345.95
BANK OF AMERICA	INGRAM - Books	29.54
BANK OF AMERICA	INGRAM - Books	112.34
BANK OF AMERICA	INGRAM - Books	148.33
BANK OF AMERICA	INGRAM - Books	191.38
BANK OF AMERICA	INGRAM - Books	544.08
BANK OF AMERICA	AMAZON - Dvd	12.96
BANK OF AMERICA	AMAZON - Dvd	26.72
BANK OF AMERICA	ACE - High Speed Cutter Curve	14.99
BANK OF AMERICA	AMAZON-office supplies	35.55
BANK OF AMERICA	AMZN-Light Bulbs & Descaler	77.55
BANK OF AMERICA	AMZN-Mavalus Tape Processing	89.64
BANK OF AMERICA	BRODART - Books Jacket Covers	335.60
BANK OF AMERICA	DOLLARTREE-Cups & Trays	5.00
BANK OF AMERICA	AMZN-Sublimation Paper	39.90
BANK OF AMERICA	HOWARD JEWELRY-retirement gift	175.00

BANK OF AMERICA	TASC - Admin Fees	4.39
BANK OF AMERICA	HOME DEPOT - concrete mix	67.20
BANK OF AMERICA	MENARDS - Hunter green paint	52.99
BANK OF AMERICA	ISLAND HEAT-replace gas valve	341.00
BANK OF AMERICA	ADVANCE AUTO-auto tape/hyd oil	61.55
BANK OF AMERICA	JACKS TIRE-new tires/repairs	839.00
BANK OF AMERICA	SNIDERS POWER-mower blades	134.21
BANK OF AMERICA	JACKS TIRE-new tires/repairs	114.00
BANK OF AMERICA	ADVANCE AUTO-oil filters/plugs	43.82
BANK OF AMERICA	ADVANCE AUTO - truck battery	143.41
BANK OF AMERICA	ADVANCE AUTO-master cylinder	99.10
BANK OF AMERICA	AMAZON - tailgate cap	58.99
BANK OF AMERICA	JACKS TIRE-new tires/repairs	1,614.00
BANK OF AMERICA	MR.G'S - truck wash	12.00
BANK OF AMERICA	U.S. CELLULAR-Nov 10 bill 25	106.19
BANK OF AMERICA	NE ARBORIST-annual dues Justin	75.00
BANK OF AMERICA	AMAZON - printer ink	33.99
BANK OF AMERICA	AMAZON - printer ink	33.99
BANK OF AMERICA	ELLIS WHEELER-flagshooter/flag	500.69
BANK OF AMERICA	SITEONE - grass seed	120.57
BANK OF AMERICA	ACE HDWE - lock washers/nuts	25.07
BANK OF AMERICA	AMAZON - calendars	18.61
BANK OF AMERICA	AMAZON - calendars	27.92
BANK OF AMERICA	AMAZON - calendars	32.20
BANK OF AMERICA	AMAZON - shop rags	107.02
BANK OF AMERICA	AMAZON-belt sander wear plates	32.28
BANK OF AMERICA	AUTOZONE - grease fitting	6.85
BANK OF AMERICA	MENARDS - Credit	(8.97)
BANK OF AMERICA	MENARDS - nuts/washers	17.94
BANK OF AMERICA	MENARDS - paint	68.81
BANK OF AMERICA	MENARDS-chain saw files/bolts	27.34
BANK OF AMERICA	MENARDS-mold/mildew cleaner	41.20
BANK OF AMERICA	TASC - Admin Fees	4.39
BANK OF AMERICA	TASC - Admin Fees	21.95
BANK OF AMERICA	NAPA AUTO - fuel filter	83.88
BANK OF AMERICA	SAPP BROS - brake cleaner	129.00
BANK OF AMERICA	NAPA AUTO-break pads/rotor	198.99
BANK OF AMERICA	U.S. CELLULAR-Nov 10 bill 25	40.70
BANK OF AMERICA	HARBOR FREIGHT-vise/hitch mount	141.97
BANK OF AMERICA	MATHESON - cutter blade	56.12
BANK OF AMERICA	MENARDS-drill bits/squeegee	197.18
BANK OF AMERICA	KELLY SUPPLY-shutoff/faucet	512.99
BANK OF AMERICA	ACE HDWE - sand paper	11.98
BANK OF AMERICA	MENARDS-nuts/washers/screws	14.87
BANK OF AMERICA	VESTIS - shop towels/rug ser	70.71
BANK OF AMERICA	TASC - Admin Fees	4.39
BANK OF AMERICA	U.S. CELLULAR-Nov 10 bill 25	125.19

BANK OF AMERICA	U.S. CELLULAR-Nov 10 bill 25	43.79
BANK OF AMERICA	OPENAI CHATGPT SUBSCR	20.00
BANK OF AMERICA	Allo-Internet Service	3,714.87
BANK OF AMERICA	"SAMS CLUB, Christmas Dinner"	78.50
BANK OF AMERICA	"SAMS CLUB, Christmas dinner"	65.22
BANK OF AMERICA	"TEXAS T-BONE,Xmas dinner"	174.59
BANK OF AMERICA	DAMIANS CONV-Xmas dinner	120.00
BANK OF AMERICA	DOUBLE V - FINANCE CHRISTMAS	643.96
BANK OF AMERICA	DOUBLE V-Christmas Dinner	893.80
BANK OF AMERICA	DOUBLE V-Holiday luncheon	1,121.30
BANK OF AMERICA	DOUBLE V-HR Xmas Dinner	101.53
BANK OF AMERICA	DOUBLE V-ROOM RENTAL	103.00
BANK OF AMERICA	DOUBLEV-Christmas dinner	317.66
BANK OF AMERICA	Eileen's Cookies PW Xmas Meal	385.00
BANK OF AMERICA	OLIVE GARDEN-HOLIDAY PARTY	334.85
BANK OF AMERICA	P&P HLD MEAL 12 PPL DRINKS	26.00
BANK OF AMERICA	Perkins- PW Christmas Meal	191.88
BANK OF AMERICA	SAMS HLD MEAL 12 PPL FOOD	49.02
BANK OF AMERICA	SAMSClub-food	116.02
BANK OF AMERICA	SUPER S-HLD MEAL 12 PPL FOOD	16.14
BANK OF AMERICA	TACOS LOS HERMANOS-Xmas dinner	153.23
BANK OF AMERICA	THEVAULT-16 Staff Xmas Dinner	448.00
BANK OF AMERICA	WALMART-drinks	13.82
BANK OF AMERICA	INGRAM - Books	32.20
BANK OF AMERICA	INGRAM - Books	34.08
BANK OF AMERICA	INGRAM - Books	49.63
BANK OF AMERICA	INGRAM - Books	60.08
BANK OF AMERICA	INGRAM - Books	477.01
BANK OF AMERICA	TASC - Admin Fees	21.95
BANK OF AMERICA	HARBOR FREIGHT - TIE DOWNS	69.99
BANK OF AMERICA	FACEBK-Pub Mtg Draft 2050 LRTP	5.28
BANK OF AMERICA	FACEBK-Pub Mtg Draft 2050 LRTP	11.00
BANK OF AMERICA	FACEBK-Pub Mtg Draft 2050 LRTP	11.00
BANK OF AMERICA	FACEBK-Pub Mtg Draft 2050 LRTP	12.00
BANK OF AMERICA	FACEBK-Pub Mtg Draft 2050 LRTP	12.00
BANK OF AMERICA	FACEBK-Pub Mtg Draft 2050 LRTP	12.00
BANK OF AMERICA	FACEBK-Pub Mtg Draft 2050 LRTP	12.00
BANK OF AMERICA	Facebk-Pub Mtg Draft 2050 LRTP	2.87
BANK OF AMERICA	COPYCAT- TRANSIT PLANS	161.83
BANK OF AMERICA	PAY.GOV- TRANSIT FTA REVIEW	13.48
BANK OF AMERICA	MOTOROLA -2026 SUMMIT REG	1,200.00
BANK OF AMERICA	MOTOROLA CONF HOTEL DEPOSIT	387.00
BANK OF AMERICA	MOTOROLA CONF HOTEL DEPOSIT	387.00
BANK OF AMERICA	MOTOROLA CONF HOTEL DEPOSIT	387.00
BANK OF AMERICA	MOTOROLA CONF HOTEL DEPOSIT	387.00
BANK OF AMERICA	MOTOROLA-CONFERENCE FEE	1,200.00
BANK OF AMERICA	MOTOROLA-CONFERENCE FEE	1,200.00

BANK OF AMERICA	MOTOROLA-CONFERENCE FEE	1,200.00
BANK OF AMERICA	JERRY'S-FACILITY SERVICE	649.00
BANK OF AMERICA	NMS LABS-DRUG EVIDENCE TESTING	4,832.00
BANK OF AMERICA	AMAZON-USB SMART CARD READER	144.90
BANK OF AMERICA	PRESTOX- DT PEST CONTROL	446.58
BANK OF AMERICA	AMAZON - Teen Program Supplies	40.86
BANK OF AMERICA	CHICAGO BOOKS-Calendar	64.48
BANK OF AMERICA	CHICAGO BOOKS-Refund	(4.50)
BANK OF AMERICA	CHICK-FIL-A -Children's Prog	728.00
BANK OF AMERICA	HOBBY L-Children's Prog Supp.	23.88
BANK OF AMERICA	HOBBY L-Children's Prog Supp.	68.01
BANK OF AMERICA	HOBBY LOB-Children's Prog Supp	169.93
BANK OF AMERICA	SAMS-Children's Prog Supplies	216.42
BANK OF AMERICA	SUPER S-Children' s Prog Food	134.40
BANK OF AMERICA	SUPER S-Children's Prog Supp	24.64
BANK OF AMERICA	TONS OF FUN-Bounce House	185.00
BANK OF AMERICA	WAL-MART-Children's Prog Supp	51.72
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	KRAMERS TIRE/APPLIANCE REMOVAL	1,253.60
BANK OF AMERICA	POMPS INSTALL FOAM FILL TIRES	590.64
BANK OF AMERICA	POMPS TIRE REPAIR	184.04
BANK OF AMERICA	POMPS TIRE REPAIR	368.08
BANK OF AMERICA	INDUSTRIAL OUTFITTERS BOOTS	204.99
BANK OF AMERICA	Amazon-Battery	81.95
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	"MENARDS - Paint,Rollers,Tape"	167.81
BANK OF AMERICA	NMC - D6T RESEAL CYLINDER LIFT	6,361.25
BANK OF AMERICA	NMC - REPAIR & MAINTANCE D6T	9,849.22
BANK OF AMERICA	WINZER - 5GAL BRAKE CLEANER	128.90
BANK OF AMERICA	GI IND-SW CRUSHED ROCK ATB	42.40
BANK OF AMERICA	"B&H,network camera SUB-C280"	1,627.55
BANK OF AMERICA	"HOOKER,crushed rock ELE-C1092	297.51
BANK OF AMERICA	"HOOKER,crushed rock ELE-C1092	386.76
BANK OF AMERICA	WESTECH-guy strand ELE-C10909	2,163.00
BANK OF AMERICA	FLUID POWER PROD-LOV assembly	(304.43)
BANK OF AMERICA	FLUID POWER PROD-LOV assembly	(110.71)
BANK OF AMERICA	VZRN-DEC 2025 CELL SRV/Water	38.19
BANK OF AMERICA	"BOSELMAANS, dyed diesel"	42.89
BANK OF AMERICA	"AMZN,office & comp supplies"	159.54
BANK OF AMERICA	AMAZON-Lithium Ion UPS	435.33
BANK OF AMERICA	CDW GOVT-network switches	4,613.58
BANK OF AMERICA	ELECTROMARK-shipping charges	28.27
BANK OF AMERICA	HDSUPPLY-janitorial supplies	58.47
BANK OF AMERICA	SQ KERMIT'S-car was cards	180.00
BANK OF AMERICA	VZRN-DEC 2025 CELL SRV/Water	427.49
BANK OF AMERICA	"SAPP BROS, cleaning solvent"	126.85
BANK OF AMERICA	"SONEL TEST, test lead"	425.00

BANK OF AMERICA	WESCO - circuit breaker	295.72
BANK OF AMERICA	ACE HDWE - spare key	7.51
BANK OF AMERICA	VZRN-DEC 2025 CELL SRV/Water	465.21
BANK OF AMERICA	"TRACTOR SUPPLY, tie downs"	49.39
BANK OF AMERICA	GRIESS ELE-training Utilities	1,680.00
BANK OF AMERICA	VZRN-DEC 2025 CELL SRV/Water	256.56
BANK OF AMERICA	AMAZON - Transfer Switches	232.14
BANK OF AMERICA	AMAZON-organizer	170.86
BANK OF AMERICA	KERMITS-car wash	6.00
BANK OF AMERICA	KERMITS-car wash	6.00
BANK OF AMERICA	KERMITS-car wash	6.00
BANK OF AMERICA	KERMITS-vehicle wash	6.00
BANK OF AMERICA	KERMITS-vehicle wash	6.00
BANK OF AMERICA	MENARDS-washer fluid	77.14
BANK OF AMERICA	SECRETLAB-chair	536.43
BANK OF AMERICA	UPS-shipping	19.99
BANK OF AMERICA	VZRN-DEC 2025 CELL SRV/Water	76.38
BANK OF AMERICA	WAL-MART-mouse traps	10.23
BANK OF AMERICA	KELLY SUPPLY-pipe/couplings	526.74
BANK OF AMERICA	SHERWIN-WILLIAMS-paint	283.46
BANK OF AMERICA	AMAZON-cable wire	96.17
BANK OF AMERICA	FLUID POWER PROD-LOV assembly	5,950.32
BANK OF AMERICA	FREIGHTQUOTE-line haul shipping	288.40
BANK OF AMERICA	HOME DEPOT-bits/sockets	104.21
BANK OF AMERICA	MCMaster-gasket/gloves/valve	311.28
BANK OF AMERICA	ACE HDWE-nuts/screws	13.12
BANK OF AMERICA	VZRN-DEC 2025 CELL SRV/Water	172.78
BANK OF AMERICA	Intermedia-customer serv phone	377.40
BANK OF AMERICA	VZRN-DEC 2025 CELL SRV/Water	80.02
BANK OF AMERICA	TASC - Admin Fees	127.37
BANK OF AMERICA	CDLSCHOOL-Class A Gannon	69.99
BANK OF AMERICA	CDLSCHOOL-Class A Myers	69.99
BANK OF AMERICA	DMV-Com Learners permit Gannon	16.25
BANK OF AMERICA	DMV-Com Learners permit Myers	16.25
BANK OF AMERICA	DMV/commercial learners permit	16.25
BANK OF AMERICA	AMAZON-core bit	67.80
BANK OF AMERICA	MCMaster-CARR-wire cloth	106.45
BANK OF AMERICA	KELLY SUPPLY-coupling/fittings	150.11
BANK OF AMERICA	KELLY SUPPLY-pipe/fittings	152.90
BANK OF AMERICA	MENARDS-cement/primer	18.34
BANK OF AMERICA	KELLY SUPP-pressure gauges	164.50
BANK OF AMERICA	NDEQ-Grade IV renew Evans	115.00
BANK OF AMERICA	NDEQ-Grade VI renew Evans	115.00
BANK OF AMERICA	Intermedia-customer serv phone	240.24
BANK OF AMERICA	VZRN-DEC 2025 CELL SRV/Water	2,130.65
BANK OF AMERICA	"MATHESON-wire brush,misc part	129.88
BANK OF AMERICA	Island Supply / C02 Tanks	474.01

BANK OF AMERICA	PollardWater-Pipe freezing Kit	683.10
BANK OF AMERICA	RINDER-backflow forms	1,418.46
BANK OF AMERICA	TASC - Admin Fees	13.17
BANK OF AMERICA	Intermedia-customer serv phone	240.24
BANK OF AMERICA	AMAZON-OFFSETS TXN00138560	(21.99)
BANK OF AMERICA	AMZN-OFFSETS TXN00138388	(26.99)
BANK OF AMERICA	AMAZON-CHAIR PARTS	171.42
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	10.72
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	79.65
BANK OF AMERICA	VRZN-WIRELESS/FLOW METER BILL	863.23
BANK OF AMERICA	GRIESS ELE-training Utilities	240.00
BANK OF AMERICA	AMAZON-FILE FOLDERS/MAINT	9.96
BANK OF AMERICA	AMAZON-HANING FILE FOLDERS	58.20
BANK OF AMERICA	AMAZON-MAGNETS	9.95
BANK OF AMERICA	AMZN-OFFSETS TXN00139168	(11.96)
BANK OF AMERICA	ACE-RUST REMOVER	141.54
BANK OF AMERICA	AMZN-TRASH LINERS/CHAIR REPAIR	109.96
BANK OF AMERICA	"AMAZON-PARTS,SUPPLIES"	11.37
BANK OF AMERICA	"AMAZON-TRAYS,TABLES"	38.71
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	14.96
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	14.96
BANK OF AMERICA	USB USA-REPAIR PARTS	503.75
BANK OF AMERICA	VRZN-WIRELESS/FLOW METER BILL	350.72
BANK OF AMERICA	CASEYS-FUEL #785 GENERATOR	73.01
BANK OF AMERICA	"ACE-PAINT,OIL"	71.81
BANK OF AMERICA	"MENARDS-OIL,SUPPLIES #785"	17.14
BANK OF AMERICA	MENARDS-SUPPLIES #785	51.90
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	39.01
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	39.01
BANK OF AMERICA	INDUSTRIAL-RAINGEAR/SHIRTS	224.94
BANK OF AMERICA	NW ENE-NAT GAS/W N FRONT ST	97.20
BANK OF AMERICA	NW ENERGY-NATURAL GAS (1 OF 2)	2,502.75
BANK OF AMERICA	NW ENERGY-NATURAL GAS (2 OF 2)	2,408.31
BANK OF AMERICA	WELDON PARTS-TRUCK PARTS	50.46
BANK OF AMERICA	"AMAZON-PARTS,SUPPLIES"	178.23
BANK OF AMERICA	AMAZON-COMPRESSOR PARTS	88.26
BANK OF AMERICA	AMZN-OFFSETS TXN00139184	(41.68)
BANK OF AMERICA	AMZN-OFFSETS TXN00139184	(27.81)
BANK OF AMERICA	AMZN-OFFSETS TXN00139204	(119.99)
BANK OF AMERICA	"NAPA-BATTERY PACK,CLAMP"	235.78
BANK OF AMERICA	AMAZON-MAGNETS	20.99
BANK OF AMERICA	KEY IND-INSULATED BIBS/WHITT	115.51
BANK OF AMERICA	VESTIS- UNIFORMS	387.66
BANK OF AMERICA	CRESCENT ELECTRIC - FUSES	239.44
BANK OF AMERICA	ECHO ELECTRIC-PARTS	379.40
BANK OF AMERICA	ECHO ELECTRIC-PHOTO CELL	99.24
BANK OF AMERICA	GRONES-EXTENSION POLES	251.71

BANK OF AMERICA	ISLAND INDOOR-REPAIRS	242.00
BANK OF AMERICA	MENARDS-PHOTO EYE	39.16
BANK OF AMERICA	INTERSTATE POWER/GEN SERVICE	4,397.12
BANK OF AMERICA	KELLY SUPPLY-HARDWARE	18.31
BANK OF AMERICA	AMAZON-HOUR METER	219.00
BANK OF AMERICA	"MENARDS-SCREWDRIVERS,PAINT"	30.47
BANK OF AMERICA	KELLY SUPPLY-BLADES	23.70
BANK OF AMERICA	RAPID FIRE-INSPECTION	335.00
BANK OF AMERICA	ACE-SUPPLIES/LAB	63.94
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	ARIN-Service Plan	262.50
BANK OF AMERICA	Allo-Internet Service	3,221.67
BANK OF AMERICA	US CELLULAR - Jetpack	35.99
BANK OF AMERICA	US CELLULAR - Jetpack	35.99
BANK OF AMERICA	US CELLULAR - Jetpack	35.99
BANK OF AMERICA	AJ TEK-WSUS SOFTWARE	90.00
BANK OF AMERICA	DUO COM-Remote Access	1,425.00
BANK OF AMERICA	DUO COM-Remote Access	1,425.00
BANK OF AMERICA	INTERNATIONAL TRANS-AJ TEK	0.72
BANK OF AMERICA	SOLARWINDS-Software Maint.	1,251.32
BANK OF AMERICA	Dell-Batteries	1,100.16
BANK OF AMERICA	TASC - Admin Fees	8.72
BANK OF AMERICA	BOI - DEF	713.94
BANK OF AMERICA	GRAHAM - TIRES	1,112.00
BANK OF AMERICA	HANSEN - SENSOR	205.91
BANK OF AMERICA	HANSEN - STRAP	1,312.84
BANK OF AMERICA	HANSEN - TUBE	211.77
BANK OF AMERICA	IMPERIAL - MISC. HARDWARE	205.47
BANK OF AMERICA	INLAND TRUCK - U BOLTS	174.28
BANK OF AMERICA	INLAND TRUCK - NUT	25.98
BANK OF AMERICA	PUMP & PANTRY - NONETHANOL	77.76
BANK OF AMERICA	PUMP & PANTRY - NONETHANOL	150.00
BANK OF AMERICA	RUSH - DPF	2,752.26
BANK OF AMERICA	TASK FORCE - VALVE	152.28
BANK OF AMERICA	TRACTOR SUPPLY-WHEEL CHALKS	231.90
BANK OF AMERICA	ZIPS - MARKER RODS	198.44
BANK OF AMERICA	HD SUPPLY - SHOP TOWELS	104.06
BANK OF AMERICA	AMAZON - OFFICE SUPPLIES	47.22
BANK OF AMERICA	SAPP - OIL	145.25
BANK OF AMERICA	SAPP - OIL	377.50
BERGANKDV LLC	PROGRESS BILLING FY25	35,000.00
BLACKSTRAP INC	ICE CONTROL SALT	2,953.46
BLACKSTRAP INC	ICE CONTROL SALT	2,971.49
BLACKSTRAP INC	ICE CONTROL SALT	4,518.28
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INSURANCE CLAIMS	116,116.47
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INSURANCE CLAIMS	266,074.70
BORDER STATES INDUSTRIES INC	CONNECTING LINKS	199.95

BORDER STATES INDUSTRIES INC	CONNECTING LINKS	200.01
BORDER STATES INDUSTRIES INC	POLE BANDS	1,062.94
BORDER STATES INDUSTRIES INC	POLE BANDS	1,429.47
BORDER STATES INDUSTRIES INC	IMPACT TOOL	368.71
BOSSELMAN ENERGY INC	FUEL PGS	2,921.56
BOSSFUELS INC	ETHANOL, DIESEL	9,334.74
BOSSFUELS INC	ETHANOL, DIESEL	10,883.40
CAPITAL BUSINESS SYSTEMS, INC	BASE RATE 11/18 - 12/17 OVERAGE	70.26
CAPITAL BUSINESS SYSTEMS, INC	BASE RATE FOR 12/18-1/17	61.80
CAPITAL BUSINESS SYSTEMS, INC	CANON 5750 CONTRACT	53.56
CAPITAL BUSINESS SYSTEMS, INC	OFFICE SUPPLIES	36.55
CAPITAL BUSINESS SYSTEMS, INC	QUARTERLY BASE RATE	35.02
CAPITAL BUSINESS SYSTEMS, INC	QUARTERLY RATE	152.80
CAPITAL BUSINESS SYSTEMS, INC	TX-3000 CONTRACT	134.93
CAPITAL BUSINESS SYSTEMS, INC	CANON C5550I	619.21
CAVANAUGH MACDONALD CONSULTING LLC	PRE-84 ACTUARY REPORT FY 24 & 25	6,800.00
CAVANAUGH MACDONALD CONSULTING LLC	PRE-84 ACTUARY REPORT FY 24 & 25	6,800.00
CEI SECURITY & SOUND	KEY FOBS - LEC	815.00
CENTRAL CITY MONUMENT CO	48 NICHE COLUMBARIUM	23,000.00
CENTRAL NE HUMANE SOCIETY	MONTHLY CHARGES FOR SHELTER AND CARE SERVICES	12,550.00
CENTRAL NE INC	OCDFX1 REMOTE	77.00
CENTRAL NE INC	REPAIR S.S OVERHEAD DOOR	242.70
CENTRAL NEBRASKA EQUIPMENT LLC	LIFT INSPECTION	692.00
CENTRAL STATES INDUSTRIAL SUPPLY INC	MAKEUP WATER	3,685.79
CENTRAL STATES INDUSTRIAL SUPPLY INC	MAKEUP WATER	4,366.92
CENTURYLINK INC	DEC 13 SERVICE	93.13
CENTURYLINK INC	DEC 13 SERVICE	93.13
CENTURYLINK INC	DEC 13 SERVICE	93.13
CENTURYLINK INC	DEC 4 SERVICE	55.76
CENTURYLINK INC	PHONE BILL	238.71
CENTURYLINK INC	PHONE	33.99
CHARTER COMMUNICATIONS	CABLE SERVICE	8.52
CHARTER COMMUNICATIONS	CABLE SERVICE	40.29
CHASE PAYMENTECH LLC	CREDIT CARD USER FEE	83.81
CHEMTREAT INC	ANTI SCALANT BATS	9,071.20
CINTAS CORP	FLOOR MATS	47.21
CINTAS CORP	UNIFORMS	10.31
CINTAS CORP	UNIFORMS	10.76
CINTAS CORP	UNIFORMS	48.79
CINTAS CORP	UNIFORMS	48.79
CINTAS CORP	TRAFFIC MATS	27.74
CINTAS CORPORATION NO 2	FIRST AID SUPPLIES	208.44
CINTAS CORPORATION NO 2	FIRST AID SUPPLIES	350.33
CINTAS CORPORATION NO 2	RESTOCK FIRST AID CABINET	38.27
CITY GRAND ISLAND FIRE DEPT	BUILDING EXPECTATION	150.00
CITY GRAND ISLAND FIRE DEPT	BUILDING EXPECTATION	50.00
CITY OF GRAND ISLAND	TREE TRUNK DISPOSAL	49.23

CITY OF GRAND ISLAND	DEBRIS DISPOSAL	65.23
CITY OF GRAND ISLAND-FINANCE DEPT	BACKFLOW PREVENTION DEC-25	6,250.00
CITY OF GRAND ISLAND-INFO TECH	LOST YUBIKEY - CORTEZ	80.00
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	414.00
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	466.07
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	18,872.33
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	434.40
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	2,582.60
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	3,520.28
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	622.13
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	1,996.10
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	2.79
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	16.00
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	33.00
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	1,000.00
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	300.00
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	10.00
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	64.00
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	5,114.18
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	143.89
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	236.24
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	35.57
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	602.49
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	13,755.95
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	5,588.74
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	581.69
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	216.00
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	16.25
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	179.40
CITY OF GRAND ISLAND-UTILITIES	13TH & ALLEN GROUND BOX	329.18
CITY OF GRAND ISLAND-UTILITIES	2023-D-1	12,319.63
CITY OF GRAND ISLAND-UTILITIES	LIGHTS & HYDRANT METER	13,294.81
CITY OF GRAND ISLAND-UTILITIES	LIGHTS & HYDRANT METER	159.65
COLUMN SOFTWARE PBC	LEPC JAN MEETING NOTICE	12.00
COMMONSPIRIT HEALTH	PRE-EMP & POST ACCIDENT SCREENS	227.50
COMMONSPIRIT HEALTH	PRE-EMP & POST ACCIDENT SCREENS	36.50
COMMONSPIRIT HEALTH	AMB SUPPLIES	1,034.65
COMMONSPIRIT HEALTH	PRE-EMP & POST ACCIDENT SCREENS	74.25
COOPERATIVE PRODUCERS INC	OFF ROAD FUEL	1,914.00
COOPERATIVE PRODUCERS INC	OFF ROAD FUEL	3,190.00
CORE & MAIN LP	1 1/2" OMNI TURBO WATER METER	7,550.76
CORE & MAIN LP	AMERICAN HOUSING GASKET	483.35
CRESCENT ELECTRIC SUPPLY CO	CONDUIT & FITTINGS	521.14
CRESCENT ELECTRIC SUPPLY CO	CREDIT	(54.04)
CRESCENT ELECTRIC SUPPLY CO	CREDIT	(24.64)
CUTTING EDGE CLEANING SERVICE, INC	CLEANING SERVICE	775.00
D & A TRENCHING	INSTALL CONDUIT	11,725.00

D & A TRENCHING	INSTALL CONDUIT	11,965.00
DANKO EMERGENCY EQUIPMENT CO	GASKET	284.31
DELTA DENTAL OF NEBRASKA	DENTAL ADMIN FEES	2,311.68
DELTA DENTAL OF NEBRASKA	DENTAL INSURANCE CLAIMS	2,746.00
DELTA DENTAL OF NEBRASKA	DENTAL INSURANCE CLAIMS	9,663.10
DELTA DENTAL OF NEBRASKA	DENTAL INSURANCE CLAIMS	10,281.76
DELTA DENTAL OF NEBRASKA	DENTAL INSURANCE CLAIMS	10,660.29
DRY CREEK ARSENAL LLC	RIFLES & SUPPRESSORS	5,235.00
DRY CREEK ARSENAL LLC	RIFLES & SUPPRESSORS	12,215.00
DRY CREEK ARSENAL LLC	RIFLES & SUPPRESSORS	20,940.00
DUSTIN HASSELMANN	FILE ROOM REMODEL	9,200.00
EAKES INC	CITY HALL COPIER FEE	122.52
EAKES INC	CITY HALL COPIER FEE	122.52
EAKES INC	CITY HALL COPIER FEE	249.09
EAKES INC	BLDG CONSUMABLES	204.92
EAKES INC	CITY HALL COPIER FEE	188.41
EAKES INC	CITY HALL COPIER FEE	249.09
EAKES INC	CITY HALL COPIER FEE	188.38
EAKES INC	OFFICE SUPPLIES	39.35
ECOLAB INC	PEST CONTROL	75.46
ECOLAB INC	PEST CONTROL	58.05
ECOLAB INC	PEST CONTROL	174.15
ECOLAB INC	PEST CONTROL PGS	176.47
ECOLAB INC	PEST CONTROL WF	161.25
ELECTRONIC SYSTEMS INC	BI ANNUAL INSPECTION OF FIRE ALARM	155.20
ELLIOTT EQUIPMENT COMPANY	ROBOTIC MOWER	62,044.74
EMC INSURANCE CO	WC COST FOR NOVEMBER 2025	2,466.45
EMC INSURANCE CO	WC COST FOR NOVEMBER 2025	14,591.85
ENVIRO GROUP, INC.	480 CLAY LIQUID	24,380.00
ESSENTIAL PERSONNEL INC	LITTER PICKERS	1,296.90
ESSENTIAL RESOURCE GROUP INC	FIRE TESTING & PRE-HIRE CHECKS	263.75
ETHOSENERGY U S GROUP, INC.	BURDICK GT2-3 COMBUSTION	262,077.91
EVERGY KANSAS CENTRAL INC	MANAGEMENT FEE	1,000.00
FIDELITY SECURITY LIFE INSURANCE COMPANY	DECEMBER COBRA VISION PREMIUMS	55.84
GALVAN CONSTRUCTION INC	SIDEWALK REPAIR	1,250.00
GALVAN CONSTRUCTION INC	REPLACE STREET	2,350.00
GALVAN CONSTRUCTION INC	REPLACE STREET & SIDEWALK	1,750.00
GARCIA CHICOINE ENTERPRISES INC	GUARDRAIL REPAIRS L25112867	5,224.01
GDS ASSOCIATES INC	STABILITY STUDY & RESULTS	945.00
GO PHYSICAL THERAPY, LLC	PRE-HIRE SCREENS	440.00
GO PHYSICAL THERAPY, LLC	PRE-HIRE SCREENS	55.00
GOVCONNECTION INC	USB CARDS	64.14
GPM ENVIRONMENTAL SOLUTIONS LLC	CALIBRATE FLOW METERS - VARIOUS LOCATIONS	8,012.00
GRAND ISLAND DISPOSAL INC	PORTA JON RENTAL/TS	175.00
GRAND ISLAND DISPOSAL INC	PORTA JON RENTAL/YW	175.00
GRAND ISLAND PRINTING COMPANY INC	ENVELOPES	344.20
GRAND ISLAND PRINTING COMPANY INC	LETTERHEAD	246.67

GREATER NEBRASKA CITIES	JANUARY DUES	1,000.00
HACH COMPANY	FREE CHLORINE TEST	185.44
HALL CO AIRPORT AUTHORITY	DRUG UNIT RENT & INS	1,542.75
HALL CO AIRPORT AUTHORITY	DRUG UNIT RENT & INS	11,550.00
HALL CO COURT	COURT COSTS	170.00
HAMILTON SALES AND SERVICE LLC	TIRE MACHINE	9,320.00
HAMILTON TELEPHONE COMPANY	E911 TRUNKS (2)	267.38
HD SUPPLY INC	LEC CLEANER	471.48
HD SUPPLY INC	TOWELS, SOAP - LEC	1,274.63
HITACHI ENERGY USA INC	ONSITE TURBINE SERVICE	9,300.59
HONEYWELL INTERNATIONAL INC	#1 BOILER REPAIR	7,439.97
HUMMERT INTERNATIONAL, INC	MARATHON 1% CHEMICAL	349.20
HUMMERT INTERNATIONAL, INC	WATER WANDS/BREAKERS	282.78
HUMMERT INTERNATIONAL, INC	PLANTERS	149.94
HUMMERT INTERNATIONAL, INC	PLANTERS	149.94
IES COMMERCIAL INC	POLE REPLACEMENT	21,900.93
IES COMMERCIAL INC	POLE REPLACEMENT	75,929.29
IES COMMERCIAL INC	POLE REPLACEMENT - ANGLE	25,123.57
J HARLEN COMPANY INC	POLE SLINGS	481.53
JACKS UNIFORMS AND EQUIPMENT	UNIFORM SHIRTS	274.84
JACKSON SERVICES INC	SHOP TOWEL & MOP SERVICE	69.13
JEO CONSULTING GROUP INC	S LOCUST TRAIL	3,220.00
JEO CONSULTING GROUP INC	2023-P-10	14,965.00
JERRY'S SHEETMETAL HEATING-COOLING, INC.	INSTALL LENNOX SYSTEM	9,950.00
JERRY'S TRANSMISSION SERVICE INC	AMB 02 REG	744.80
JERRY'S TRANSMISSION SERVICE INC	DOOR HANDLES	728.87
JERRY'S TRANSMISSION SERVICE INC	HANDLE	363.65
JERRY'S TRANSMISSION SERVICE INC	HANDLE	363.65
JERRY'S TRANSMISSION SERVICE INC	HANDLE	729.14
KIESLER POLICE SUPPLY, INC	BINOCULARS	7,054.18
KLEINT'S BUILDING & CONSTRUCTION INC	PARTITION WALL - MEZZ	15,360.00
KLEINT'S BUILDING & CONSTRUCTION INC	PRECIP NORTH DOOR - INST.	4,270.75
LEAF IT TO US TREE SERVICE LLC	REMOVE (1) TALL PINE TREE IN DONALD SEC	1,000.00
LEAF IT TO US TREE SERVICE LLC	TREE REMOVAL	1,850.00
LIBERTY MUTUAL INSURANCE COMPANY	WORKERS COMP OCT LOSS DEPOSIT	44,561.00
LUCINDA RAE PAUSTIAN	BALANCE AND MOBILITY INSTRUCTOR	120.00
LYMAN-RICHEY CORPORATION	READYMIX CONCRETE	281.00
LYMAN-RICHEY CORPORATION	READYMIX CONCRETE	346.00
LYMAN-RICHEY CORPORATION	READYMIX CONCRETE	457.00
LYMAN-RICHEY CORPORATION	READYMIX CONCRETE	592.00
LYMAN-RICHEY CORPORATION	READYMIX CONCRETE	605.00
LYMAN-RICHEY CORPORATION	READYMIX CONCRETE	924.00
LYMAN-RICHEY CORPORATION	READYMIX CONCRETE	962.50
LYMAN-RICHEY CORPORATION	READYMIX CONCRETE	1,232.00
LYMAN-RICHEY CORPORATION	READYMIX CONCRETE	1,330.00
LYMAN-RICHEY CORPORATION	READYMIX CONCRETE	1,554.00
LYMAN-RICHEY CORPORATION	READYMIX CONCRETE	1,591.00

LYMAN-RICHEY CORPORATION	READYMIX CONCRETE	2,001.75
LYMAN-RICHEY CORPORATION	3000 PSI CONCRETE	313.35
MAGUIRE IRON INC	BUR RES WATER MAINT 2Q26	14,765.85
MAGUIRE IRON INC	OLSON TANK MAINT 2Q2026	12,187.84
MAGUIRE IRON INC	ROGERS 1 RES TANK MAINT 2Q26	14,773.17
MAGUIRE IRON INC	ROGERS 2 TANK MAINT 2Q2026	3,629.30
MARION A TARNICK	FLOOR MATS	115.83
MATHESON TRI-GAS INC	GAS BOTTLE RENTAL	335.49
MATHESON TRI-GAS INC	MONTHLY GAS - CALIBRATION	1,247.01
MCMASTER-CARR SUPPLY COMPANY	HEX KEYS	41.63
MCMASTER-CARR SUPPLY COMPANY	I-SHOP TOOLS	359.62
MDM PEST & TERMITE CONTROL LLC	PEST CONTROL	540.40
MICHAEL A RITTER	CLEAN SALON & LIBRARY AT GRAND GENERATION	500.00
MICHAEL A RITTER	CLEANING SERVICES	6,800.00
MICHAEL A RITTER	DECEMBER JANITORIAL SERVICE	1,306.13
MICHAEL HAPP	2026 SUBSCRIPTION PHONOGRAPH HERALD	52.00
MICRONICS ENGINEERED FILTRATION GROUP, INC	MATERIAL - LABOR PULSE JET	279,264.53
MID-NEBRASKA DISPOSAL INC	GARBAGE SERVICE	71.50
MID-NEBRASKA DISPOSAL INC	GARBAGE SERVICE	143.60
MIDWEST ALARM SERVICES	ALARMS IN BOTTOM ASH BUILD.	620.73
MIDWEST HYDRAULIC SERVICE	SEAL KIT	195.89
MIDWEST TAPE LLC	BLUERAY & DVD	80.03
MIDWEST TAPE LLC	DVD'S	54.72
MIDWEST TAPE LLC	DVD'S	68.21
MONROE NEIA LLC	BOLTS	23.66
MOODY'S INVESTORS SERVICE INC	COMBINED UTILITY BOND	2,993.08
MOODY'S INVESTORS SERVICE INC	COMBINED UTILITY BOND	1,194.22
MOODY'S INVESTORS SERVICE INC	COMBINED UTILITY BOND	10,312.70
MRL CRANE SERVICE INC	CONNEX RENTALS	134.38
MRL CRANE SERVICE INC	CONNEX RENTALS	134.38
MRL CRANE SERVICE INC	LIFT RENTAL FOR REPAIRS	1,080.38
NEBRASKA MACHINERY CO	GENERATOR SERVICE CALL	2,463.63
NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LAB	WATER SYST TESTING	332.00
NEBRASKA STATE TREASURER	OCT-DEC25 LOTTERY MATCH	146,059.00
NEBRASKALINK HOLDINGS LLC	INTERNET SERVICE JANUARY 2026	990.00
NEMAHA SPORTS CONSTRUCTION LLC	CONSTRUCTION IMPROVEMENTS #1	323,823.60
NEMAHA SPORTS CONSTRUCTION LLC	CONSTRUCTION IMPROVEMENTS #2	357,198.30
NEXTERA ENERGY MARKETING LLC	NEXTERA	47,160.86
NEXTERA ENERGY MARKETING LLC	NEXTERA	20,000.00
NORTHWEST ELECTRIC LLC	CHLORINATOR MOTOR	1,376.32
NORTHWESTERN ENERGY	NAT GAS @ ST 1	645.93
NORTHWESTERN ENERGY	NAT GAS ST 4	219.14
NORTHWESTERN ENERGY	NATURAL GAS @ ST. 2	125.54
NORTHWESTERN ENERGY	NAT GAS @ ST 1	430.62
NORTHWESTERN ENERGY	NAT GAS ST 4	146.09
NORTHWESTERN ENERGY	NATURAL GAS @ ST. 2	83.55
NORTHWESTERN ENERGY	NATURAL GAS	580.88

NORTHWESTERN ENERGY	11/14 TO 12/16/25 SERVICE	104.30
NORTHWESTERN ENERGY	11/14 TO 12/16/25 SERVICE	115.04
NORTHWESTERN ENERGY	11/14 TO 12/16/25 SERVICE	160.72
NORTHWESTERN ENERGY	11/14 TO 12/16/25 SERVICE	692.21
NORTHWESTERN ENERGY	11/14 TO 12/16/25 SERVICE	461.47
NORTHWESTERN ENERGY	NOV NATURAL GAS	79.96
NORTHWESTERN ENERGY	11/14 TO 12/18/25 SERVICE	2,054.65
NORTHWESTERN ENERGY	11/14 TO 12/18/25 SERVICE	100.15
NORTHWESTERN ENERGY	11/14 TO 12/18/25 SERVICE	100.15
NORTHWESTERN ENERGY	NATURAL GAS 10/29-11/26	391.39
NORTHWESTERN ENERGY	NATURAL GAS 10/29-12/2	146.34
NORTHWESTERN ENERGY	NATURAL GAS 10/31-12/2	90.31
NORTHWESTERN ENERGY	NATURAL GAS 10/31-12/2	152.32
NORTHWESTERN ENERGY	NATURAL GAS 10/31-12/2	367.22
NORTHWESTERN ENERGY	NATURAL GAS BILL	10.28
NORTHWESTERN ENERGY	GAS BILL FOR DEC 2025	375.89
NORTHWESTERN ENERGY	NATURAL GAS 10/31-12/2	469.26
OLSSON INC	2021-P-6	45,934.44
OLSSON INC	2024-P-4	51,900.74
OLSSON INC	2026-P-1	34,356.73
OLSSON INC	2026-P-2	1,413.61
OLSSON INC	ST. 3 SITE ASSESSMENT	1,435.00
OLSSON INC	CELL 4	10,782.17
ONLINE SOLUTIONS LLC	CITIZENSERVE BLUEBEAN INTEGRATION	2,500.00
ONLINE SOLUTIONS LLC	CITIZENSERVE IVR/SMS SUBSCRIPTION	10,000.00
ONLINE SOLUTIONS LLC	CITIZENSERVE ANNUAL MAINTENANCE	112,500.00
PATRICIA SOLANO	DECEMBER 2025 CLEANING	1,612.50
PEABODY COALSALES LLC	CCAGI011 ROYALTY CREDIT	(22,891.15)
PEABODY COALSALES LLC	CCAGI014 BTU	(1,468.49)
PEABODY COALSALES LLC	CCAGI016/017 BTU	531.53
PEABODY COALSALES LLC	CCAGI017 DUST TOP	1,512.50
PEABODY COALSALES LLC	COAL CCAGI016	187,744.60
PEABODY COALSALES LLC	COAL CCAGI017	184,291.78
PEABODY COALSALES LLC	DUST TOP CCAGI016	1,548.80
PETE LIEN & SONS INC	PEBBLE LIME	6,709.60
PETE LIEN & SONS INC	PEBBLE LIME	6,762.58
PETE LIEN & SONS INC	PEBBLE LIME	6,786.63
PETE LIEN & SONS INC	PEBBLE LIME	6,839.60
PETE LIEN & SONS INC	PEBBLE LIME	6,892.56
PINNACLE BANK	JAN PAYMENT	25,848.55
PINNACLE BANK	JAN PAYMENT	37,125.00
PIONEER DOOR INC	BURDICK WAREHOUSE	389.00
PUBLIC POWER GENERATION AGENCY	FUEL & O&M BILLING	458,327.24
RAILE TRANSMISSIONS INC	REBUILD TRANSMISSION	4,739.11
RAILROAD MANAGEMENT COMPANY III LLC	RR CROSSING FEE LIC #302061	458.76
RASMUSSEN MECHANICAL SERVICES INC	COMPRESSOR DRIVE	227.04
REFUND CUSTOMERS	OVERPAYMENT ON RENEWAL FEES CK WAS FOR \$150.00	25.00

REFUND CUSTOMERS	OVERPAID MCKESSON AMBULANCE BILL	86.32
REFUND CUSTOMERS	OVERPAID MCKESSON AMBULANCE BILL	100.00
REFUND CUSTOMERS	REFUND DEPOSIT ON FINAL	842.38
REFUND CUSTOMERS	REFUND OVERPAYMENT ON FINAL	285.58
RS AMERICAS INC	WALLBLOWER PARTS	269.58
RUSH TRUCK CENTERS OF NEBRASKA, INC	TRUCK REPAIRS #755	1,273.40
SCHEELE-KAYTON CONSTRUCTION, LLC	ISLAND OASIS WATER PARK IMPROVEMENT PROJECT #2	270,429.30
SERVI-TECH, INC	WATER SAMPLE POND A	32.00
SOS PORTABLE TOILETS INC	BURDICK - PORT. TOILET	125.78
SOS PORTABLE TOILETS INC	PORT. TOILET - PGS	125.78
STATE OF NE DIV OF COMM	NOV 2025 LONG DISTANCE CHARGES	306.81
STATE OF NE DIV OF COMM	NOV2025 FOR ACCOUNT 01 0240	784.84
STATE OF NE DIV OF COMM	NOV 2025 LONG DISTANCE CHARGES	0.02
STERN OIL COMPANY INC	DTE 732	(167.99)
STERN OIL COMPANY INC	OIL	(29.15)
STERN OIL COMPANY INC	DTE 732	(61.08)
STERN OIL COMPANY INC	OIL	(10.61)
STERN OIL COMPANY INC	OIL	569.82
STERN OIL COMPANY INC	DTE 732	3,283.38
STEVEN M. RATHMAN	PLANNING SERVICE	22,500.00
SUNBELT RENTALS INC	FORKLIFT - WRT	1,978.32
SYPRIS TECHNOLOGIES, INC.	CONDENSER DOORS	(500.19)
SYPRIS TECHNOLOGIES, INC.	CONDENSER DOORS	(181.88)
SYPRIS TECHNOLOGIES, INC.	CONDENSER DOORS	9,776.37
TELEDYNE INSTRUMENTS INC	FLOW METER REPAIRS	8,548.94
TERRY L. VOLKMANN	GRIS RISK ASSESS 4TH QTR	7,575.00
TOWERS INSULATION INC	SCAFFOLDING SVC	3,922.00
TOWERS INSULATION INC	SCAFFOLDING SVC	3,922.00
UNION BANK & TRUST COMPANY	FUND UNALLOCATED POLICE DISABILITY	25,000.00
UNION PACIFIC RAILROAD COMPANY	TRAIN CCAGI017	277,138.00
UNITED STATES POSTMASTER	2026 BRM PERMIT 45000	162.80
UNITED STATES POSTMASTER	2026 BRM PERMIT 45000	103.60
UNITED STATES POSTMASTER	2026 BRM PERMIT 45000	103.60
VERIZON WIRELESS	CELL PHONE	12.74
VESTIS GROUP, INC	RUGS & RAGS SVC.	431.19
WAM INC	TREE SHEARS	8,700.00
WAM INC	SKID STEER UNIT 233	13,400.00
WAM INC	SKID STEER UNIT 237	13,400.00
WATER ENGINEERING INC	TRI-SODIUM PHOS. - BOILER	1,835.25
WATER ENGINEERING INC	COOLING TWR. CHEMICALS	22,357.31
WATTS REGULATOR COMPANY	BACKFLOW DATABASE	4,568.75
WESCO DISTRIBUTION INC	LEATHER GLOVES	379.26
WESCO DISTRIBUTION INC	CONNECTING STUDS	141.09
WESCO DISTRIBUTION INC	CABLE	3,281.92
WESTERN AREA POWER ADMINISTRATION	RENEWABLE ENERGY CREDITS	3,201.10
WESTERN FUELS ASSOCIATION INC	FUEL MEMBERSHIP FEE 2026	500.00
WESTERN FUELS ASSOCIATION INC	FUEL SERVICE FEES - JAN 26	1,250.00

WHITE CAP, L.P	CONCRETE FORMS	63.11
WHITE CAP, L.P	SHOTZ	8.99
WINSUPPLY OF GRAND ISLAND	WATTS BACKFLOW PREVENTERS	1,068.76
WINSUPPLY OF GRAND ISLAND	WATTS BACKFLOW PREVENTERS	1,068.77
WINSUPPLY OF GRAND ISLAND	WATTS BACKFLOW PREVENTERS	36.98
WINSUPPLY OF GRAND ISLAND	WATTS BACKFLOW PREVENTERS	598.97
YOKOGAWA CORPORATION OF AMERICA	REPAIR OF 5150X PROG.	3,204.22
ZOLL MEDICAL CORPORATION	CARDIAC MONITOR DEFLIBRILLATOR	354,762.72
ZORO TOOLS INC	SAFETY GLASSES	87.65
ZORO TOOLS INC	RELAY	280.52
	TOTAL	<u>\$ 5,156,821.43</u>



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 7.c.

Subject: Approving Request from Balz at Prairie Commons, 3568 Innate Lane, Suite A for an Addition to their Class "CK" Liquor License

Staff Contact: Jill Granere

BACKGROUND: Balz at Prairie Commons LLC has submitted an application for an addition to their Class "CK" Liquor License. The request is to add more square footage for tables, chairs, etc. approximately 45 x 35 square feet.

DISCUSSION: City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, and Health Departments. Staff is recommending approval contingent upon final inspections.

FISCAL IMPACT: There is no fiscal impact.

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

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

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

SAMPLE MOTION: Move to approve as recommended.



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 7.d.

Subject: Notice of Availability of Diversion Program for Minor Traffic Offenses

Staff Contact: Kari Fisk, City Attorney

BACKGROUND: The Nebraska Safety Center requires that the governing board of each jurisdiction be provided with notice that the jurisdiction has a diversion program available for minor traffic offenses. This memorandum serves as the required notice.

DISCUSSION: The City of Grand Island provides an opportunity for certain individuals receiving minor traffic violations to participate in a Safety Training Option Program (STOP) as a diversion program for eligible minor traffic offenses.

Individuals who are cited with eligible offenses receive notice, on their citation, that they may be eligible for participation in STOP class. For City Code citations the City Attorney's office processes these citations and, if an eligible participant successfully completes the program they pay no additional fines, have no court appearance dates, and do not have points assessed against their license.

The Classes offered are facilitated in cooperation with the Nebraska Safety Center at UNK who has administered the program since 1992 under a certificate granted pursuant to Neb. Rev. Stat. 29-3607 et seq. Additional information is available at https://www.unk.edu/offices/safety_center/stop-courses.php.

Participation in the class costs \$174.00 per student which includes court costs, provider fees charged by the Nebraska Safety Center, and a jurisdiction fee which reduces the cost to the City of Grand Island of facilitating the program.

FISCAL IMPACT: This fiscal impact of this program is significantly reduced by the jurisdiction fee as compared to non-diverted infractions.

ALTERNATIVES: No action required.

RECOMMENDATION: N/A

SAMPLE MOTION: N/A



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 7.e.

Subject: #2026-1 - Approving of Collective Bargaining Agreement between the City of Grand Island and the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO

Staff Contact: Aaron Schmid, Human Resources Director

BACKGROUND:

A total of eleven (11) job classifications in the Parks and Recreation Department, Library, and Public Works Department are covered by the labor agreement between the City of Grand Island (City) and Nebraska Public Employees Local 251, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME). The most recent labor agreement expired at midnight on September 30, 2025. The City and AFSCME engaged in collective bargaining and have reached a tentative agreement for a successor labor contract covering the new term.

DISCUSSION:

The proposed labor agreement shall become effective January 26, 2026 and shall continue through September 30, 2028.

Notable changes and updates to the agreement include:

1. Multiple articles have been rewritten and reorganized for clarity and improved readability.
2. Article II, Section B: Clarifying language added to address employee work schedules during emergencies or special events.
3. Article II, Section C: Clarifying language added to confirm the Library's exclusion from shift differential eligibility.
4. Article II, Section D: Clarifying language added regarding rest periods applicable to Library employees.
5. Article II, Section E: Meal allowances shall be reimbursed based on the per diem rates established by the U.S. General Services Administration (GSA).
6. Article II, Section F: Language clarified to define what does and does not count as hours

worked. Overtime earned in a pay period in which leave hours contribute toward overtime eligibility may not be converted to compensatory time.

7. Article III, Section F: clarifying language added regarding unpaid holidays and Library closures.

8. Article V, Section B: Vacation accrual at 25 years of service and beyond increased from 196 hours to 198 hours annually.

9. Article V, Section G: Vacation leave buy-down language added.

10. Article VI, Section A: Medical leave accrual increased from eight (8) hours per month to nine (9) hours per month.

11. Article XIII, Sections B, C, and D: Years one (1) through three (3) wage adjustments tied to CPI credits, with a minimum annual increase credit of 3% and a maximum of 5%.

12. Article XIV, Section B: Clarifying language added regarding union access rights.

13. Article XVII, Section D: Clarifying language added regarding union bulletin boards.

14. Article XVII, Section F: Tool allowance for Fleet Services mechanics increased from \$50 bi-weekly to \$100 bi-weekly.

15. Article XVII, Section G: Bilingual pay increased from \$1,500 annually to \$2,000 annually.

16. Article XVII, Section H: Longevity pay increased as follows:

- Five (5) years of service: from \$250 to \$300 annually
- Ten (10) years of service: from \$500 to \$525 annually

17. Article XX, Section 1: Clarifying language added regarding union representation access.

18. Article XX, Section 7: Residency requirement added for the Street and Transportation Division and Fleet Services Division.

19. Article XXII: Modifications made to the mediation and arbitration process.

20. Article XXV, Section D: Language added to formally incorporate the City's Personnel Rules and Regulations.

FISCAL IMPACT: Financial impacts have been accounted for in the FY26 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 labor agreement between the City of Grand Island and the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME.)

SAMPLE MOTION:

Move to approve the labor agreement between the City of Grand Island and the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME.)

ATTACHMENTS:

1. AFSCME Contract 2025 - 2028
2. Resolution

COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF GRAND ISLAND



and the

NEBRASKA PUBLIC EMPLOYERS

Local 251



Effective Fiscal Years

2026 - 2028 ~~AGREEMENT~~



~~AND~~

~~NEBRASKA PUBLIC EMPLOYEES
LOCAL 251~~

~~AFSCME~~

~~Fiscal Year 2022 – 2023~~

~~Fiscal Year 2023 – 2024~~

~~Fiscal Year 2024 – 2025~~

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AGREEMENT

THIS AGREEMENT, dated _____, ~~2022~~2025, is entered into between the City of Grand Island (hereinafter referred to as the "City"), and Nebraska Public Employees, Local 251 of the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"). ~~The provisions of~~ This agreement shall ~~be effective~~take effect October ~~23~~1, ~~2022~~2025 through September 30, 2028.

PURPOSE AND INTENT OF THE PARTIES

The purpose of this Agreement is to promote a cooperative and productive relationship between the City and the Union, ensure fair treatment of employees, establish an equitable and peaceful procedure for the resolution of disputes, and define rates of pay, hours of work, and other terms and conditions of employment.

~~The purpose of the City and the Union entering this labor agreement is to promote harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.~~

ARTICLE I - RECOGNITION

A. BARGAINING UNIT

The City recognizes the Union as the exclusive bargaining representative for all full-time, non-supervisory employees in the following departments and divisions:

~~The City hereby recognizes the Union as the sole representative of those full-time non-supervisory employees in the following departments and divisions:~~

1. ~~1.~~ Public Works Department

a. Street and Transportation Division

b. Fleet Services Division

~~Department of Public Works~~

~~a. Street and Transportation Division~~

~~b. Fleet Services Division~~

2. ~~2.~~ Parks and Recreation Department

a. Parks Maintenance Division

b. Cemetery Division

~~Department of Parks and Recreation~~

~~a. — Parks Maintenance Division~~

~~b. — Cemetery Division~~

3. ~~3. — Library Department~~

~~Department of Library~~

~~Library Assistant I~~

~~Library Assistant II~~

The City shall not negotiate or enter into any agreements related to wages, hours, or terms and conditions of employment with any individual employees or groups within the bargaining unit, except through the Union as the designated representative.

~~The City shall not enter into any agreement with employees in the bargaining unit, individually or with any portion of the union or groups of individuals, relative to wages, hours, terms or conditions of employment.~~

B. CLASSES OF EMPLOYEES

Employees holding regular status in the following classifications are eligible for Union representation:

~~Only employees with regular status in the classifications listed below are eligible for representation by the Union:~~

~~— Public Works Department – Streets and Transportation Division~~

1. Maintenance Worker – Streets

2. Senior Maintenance Worker – Streets

3. Equipment Operator – Streets

4. Senior Equipment Operator – Streets

5. Traffic Signal Technician

Public Works Department – Fleet Services Division

6. Fleet Services Mechanic

Parks & Recreation Department – Parks Maintenance Division

7. Maintenance Worker – Parks

8. Horticulturist

Parks & Recreation Department – Cemetery Division

9. Maintenance Worker – Cemetery

Library Department

10. Library Assistant I

11. Library Assistant II

~~Maintenance Worker – Cemetery~~
~~———— Maintenance Worker – Parks~~
~~———— Maintenance Worker – Streets~~
~~———— Senior Maintenance Worker – Streets~~
~~———— Equipment Operator – Streets~~
~~———— Senior Equipment Operator – Streets~~
~~———— Fleet Services Mechanic~~
Horticulturist
Traffic Signal Technician
Library Assistant I
Library Assistant II

ARTICLE II - HOURS OF WORK

A. SCHEDULES OF WORK

The City shall determine the work week, work day, and hours of work for all employees covered by this Agreement. These may vary based on the operational needs of each division or program.

Work schedules shall be arranged, whenever practicable, to provide employees with five (5) consecutive workdays followed by two (2) consecutive days off. In no case shall an employee's regularly scheduled hours fall below seventy-six (76) hours in a two-week pay period.~~The City shall establish the work week, work day, and hours of work. The work week, work day and hours of work may vary according to the special requirements of any division or program. Work schedules shall be arranged, to the extent possible, with five consecutive work days followed by two consecutive days off. A two-week notice will be given to union members if the work schedule will be changed to reflect less than 80 hours in a two-week pay period. Hours will not fall below 76 in a two-week pay period. This policy will only be in effect for the duration of this contract.~~

B. CHANGE IN WORK SCHEDULE~~LUNCH PERIODS~~

If a change to an employee's work schedule would result in fewer than eighty (80) hours worked in a two-week pay period, the City shall provide the affected employee(s) with no less than two (2) weeks' advance written notice of the change.

Except in cases of emergency or special event, any changes to employee work schedules

must be posted and communicated to affected employees at least two (2) days prior to the effective date of the change.

Emergency and Special Event Exception:

In the event of an emergency, defined as any unforeseen circumstance that poses an immediate risk to public safety, property, essential services, or City operations, the City may implement temporary schedule changes without the required notice.

This exception also applies to unexpected special activities or events that require immediate staffing adjustments due to operational necessity and were not reasonably foreseeable during normal planning.

In such cases, the City shall notify affected employee(s) as soon as reasonably practicable and endeavor to restore regular schedules as soon as conditions allow.~~The City shall establish the lunch periods. A meal allowance of \$10.00 shall be granted for all employees if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule.~~

~~Nothing in this section shall prohibit the City from exceeding the amount of this allowance or consecutive hour requirement in providing an allowance for emergency situations within the parameters set by the Local Government Miscellaneous Expenditures Act.~~

~~For purposes of this section, "emergency situation" shall mean those times when the City determines the employee's presence is needed at work due to weather conditions (i.e. snow storms, sandbagging, severe windstorm or tornado, etc.) or other unforeseeable events.~~

C. SHIFT DIFFERENTIAL~~**CHANGES IN WORK SCHEDULE**~~

A shift differential of one dollar (\$1.00) per hour shall be added to the employee's base hourly rate under the following conditions:

1. The employee is normally assigned to a work schedule beginning between 4:00 a.m. and 11:00 a.m., but is temporarily reassigned to a shift beginning before 4:00 a.m. or after 11:00 a.m.; and
2. The reassignment is made at the direction of the City and is not part of the employee's regular schedule.

The shift differential shall apply only to the hours worked during the reassigned shift and shall not apply to permanent schedule changes unless otherwise agreed upon.

Exclusion:

This provision shall not apply to employees in the Library Department, who are excluded from shift differential eligibility under this section.

~~All changes in work schedules, except in cases of emergency and unexpected special activities or events, shall be posted for all to see at least two days before the change is effective.~~

~~Permanent full time employees normally assigned to a work schedule commencing between 4 a.m. and 11 a.m., who are temporarily assigned to a work schedule commencing before 4 a.m., or after 11 a.m., shall receive a shift differential of one dollar (\$1.00) per hour added to the base hourly rate for the hours worked during such temporary assignment.~~

D. REST PERIODS

Employees shall be granted one (1) 15-minute paid rest period for every four (4) hours worked during their scheduled shift.

- Employees working at least four (4) hours, but less than eight (8) hours shall receive one (1) 15-minute rest period.
- Employees working eight (8) hours or more shall receive two (2) 15-minute rest periods, typically one in the first half and one in the second half of the shift.
- Employees working less than four (4) hours are not entitled to a rest period under this provision, but supervisors may approve one based on operational needs.

Rest periods should be scheduled as close as possible to the midpoint of the applicable work period and in a manner that minimizes disruption to ongoing operations. In situations where a rest period cannot reasonably be provided, no additional compensation or compensatory time shall be granted in lieu of the missed break.

~~Employees shall be granted a 15-minute rest period during the approximate middle of each one-half (1/2) work day, provided however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress. If during emergencies or other similar situations it is not feasible to grant any such rest periods, employees shall not receive pay or additional time in lieu thereof.~~

E. LUNCH PERIODS~~OVERTIME AND COMPENSATORY TIME~~

~~4.——The City will determine lunch periods for employees.~~

Employees required to work two (2) consecutive hours of unscheduled overtime immediately following their regular working hours shall be eligible for a meal allowance. The allowance shall cover the actual meal cost or an amount up to the current lunch per diem rate for Nebraska, as established by the U.S. General Services Administration, whichever is lower.

The City reserves the right to exceed the specified meal allowance or consecutive-hour requirement in cases of emergency or exceptional circumstances.

~~All officially authorized work performed in excess of forty (40) hours a week, shall be compensated for at the rate of one and one-half (1½) times the excess hours worked. The compensation shall be in either compensatory time or cash payment. For the purposes of this section, the term "day" shall mean the period of time from the~~

~~scheduled start of the workday to the scheduled start of the next work day.~~

- ~~2. Overtime and compensatory time for work shall be accrued and compensated for in one-tenth (1/10) hour units.~~
- ~~3. This article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.~~
- ~~4. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked and shall include paid holidays and vacation when calculating overtime.~~
- ~~5. An employee shall have the option of accruing compensatory leave time at a rate of one and one-half (1 ½) times the actual hours worked in lieu of the payment of overtime. Employees may accrue a maximum of one hundred twenty (120) hours of compensatory time (80 hours of actual hours worked). The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor, but must be taken by the last full pay period in March following the end of the calendar year in which it is earned; compensatory time remaining at the end of this period shall be paid for in cash. However, the employee retains the right to cash-out his/her compensatory time at any time. It is understood that the usage of the compensatory time is to be requested just like annual leave, and may be denied as may any other annual leave.~~

~~All compensatory time must be recorded through the City's payroll system. Compensatory time kept by individual employees or their supervisors will not be recognized and is prohibited.~~

F. OVERTIME AND COMPENSATORY TIME~~STAND-BY DUTY~~

~~1. This Article defines eligibility for overtime compensation but does not guarantee a minimum number of hours worked per day or per week. No employee shall receive duplicate overtime compensation for the same hours worked.~~

1. Overtime Eligibility

All authorized hours worked in excess of forty (40) hours in a workweek shall be considered overtime.

For purposes of calculating overtime eligibility, the following types of time shall be included:

- Regular Hours Worked
- Paid Holiday Time
- Vacation Leave

The following types of leave and pay categories shall not be counted towards hours worked:

- Accident Leave
- Administrative Leave
- Annual Personal Leave
- Bereavement Leave
- Call-Back
- Call-Back Phone
- Compensatory Time
- Court Leave
- Holiday Call-Back
- Holiday On
- Holiday Stand-By
- Medical Leave
- Stand-By
- Stand-By Overtime
- Time by Non-Essential Personnel during a Declared Weather Event

2. Overtime Compensation

Overtime shall be calculated and accrued in one-tenth (1/10) hour increments.

Employees shall be compensated for overtime hours either by:

- Cash payment at one and one-half (1.5) times the employee's regular hourly rate; or
- Compensatory Time off at one and one-half (1.5) times the number of overtime hours worked.

Limitations:

Overtime hours earned during any pay period in which leave time is used, and such leave time is counted toward the 40-hour threshold for overtime eligibility, shall not be eligible for conversion to compensatory time. In such cases, overtime shall be paid in cash only.

3. Compensatory Time Accrual and Use

- Employees may carry up to 120 hours of Compensatory Time (equivalent to 80 hours of actual overtime worked).

- Compensatory Time must be used by the last full pay period in December of the calendar year in which it was earned, or it shall be automatically paid out in cash.
- Employees may elect to cash out Compensatory Time at any time prior to expiration.

4. Use of Compensatory Time:

- Requests to use compensatory time shall follow the same procedures as requests for Annual Personal Leave.
- Approval of Compensatory Time off is subject to operational needs and may be denied on that basis.

5. Payroll System Compliance:

- All Compensatory Time must be accurately recorded in the City's official payroll system.
- Compensatory Time records maintained independently by employees or supervisors are prohibited and will not be recognized.

~~The City may assign employees to stand-by duty for handling trouble calls on other than the normal workday.~~

- a. ~~The stand-by duty work week will run from Monday at the normally scheduled end time to the following Monday at the normally scheduled start time.~~
- b. ~~The employee assigned to this duty shall call upon the assigned supervisor for additional employees when such employee needs help.~~
2. ~~The compensation for stand-by duty will be eight (8) hours at the employee's basic rate of pay as shown on the payroll during the employee's stand-by week. Any work performed on calls during hours, outside of the normal work week, shall be compensated for at the rate of time and one-half. Overtime for employees performing such work on call, including those on stand-by, shall be computed to begin fifteen (15) minutes prior to checking in for the job and to terminate fifteen (15) minutes after checking out from the job.~~
3. ~~The employee assigned to this duty shall be available by telephone at all times under this arrangement. Failure to be available or to make arrangements with another qualified duty employee who will be available by telephone shall make the employee ineligible for stand-by duty compensation for the pay period involved.~~
4. ~~When a recognized holiday, as stated in Article III, Holidays and Holiday Pay, falls during an employee's assigned stand-by work week, that employee shall be granted a compensatory holiday to be taken during the week following the stand-by duty assignment, and at a time approved by the employee's supervisor.~~

G. STAND-BY DUTY

1. The City may assign employees to Stand-By Duty to respond to service calls outside their normal work hours.
 - a. The Stand-By Duty week shall begin at the end of the employee's regularly scheduled shift on Monday and conclude at the start of the shift on the following Monday.
 - b. Employees on Stand-By Duty must contact their supervisor if additional assistance is required to respond to calls.
2. Employees assigned to Stand-By Duty shall receive eight (8) hours of compensation at their base hourly rate for the stand-by week to be shown on payroll on the Sunday during their Stand-By Duty week.

Time spent responding to calls outside of normal working hours shall be compensated at one and one-half (1½) times the employee's base hourly rate. For each call-out, compensation shall include 30 minutes of travel time, calculated as fifteen (15) minutes prior to check-in and fifteen (15) minutes after check-out.
3. Employees assigned to Stand-By Duty must remain reachable by phone at all times. Failure to do so or failure to secure a substitute may result in loss of stand-by compensation for that period.
4. If a recognized holiday falls during a Stand-By week, the employee shall receive one (1) compensatory holiday, which shall be added to the employee's Compensatory Time bank and may be used or paid out in the same manner as other Compensatory Time. In the event the employee has already reached the maximum allowable balance in their Compensatory Time bank, the compensatory holiday shall be paid out at the employee's regular rate of pay.

CALL-BACK PAY

~~———— In the event an employee is called to duty during his or her off-duty time, and such time does not otherwise merge with his or her regularly-scheduled work schedule, such employee shall be paid at the rate of one and one-half (1 1/2) times the employee's base hourly rate times the actual number of hours worked, although the employee shall be compensated for no less than two (2) hours at the enhanced rate. Provided, however, that if the employee called back responds and performs the work from a remote location without reporting to the worksite, he or she shall be compensated as set forth above but the minimum compensation will be one (1) hour instead of two (2). Vacation time requested prior to a call back will not be cancelled.~~

H. CALL-BACK PAY SCHEDULING HOLIDAYS OFF

Employees called to work during their off-duty hours, where the work is not contiguous with their regular schedule, shall be paid at one and one-half (1½) times their base hourly rate for

actual time worked, with a minimum of two (2) hours' pay at that rate.

If the employee performs the work remotely and does not report physically to the worksite, the minimum compensation shall be one (1) hour at the enhanced rate.

Previously approved Vacation Leave will not be canceled due to a call-back assignment. The scheduling of holidays off shall be done as equitably as possible.

I. SCHEDULING HOLIDAYS OFF DAYLIGHT SAVINGS TIME

Holiday time off shall be scheduled in a fair and equitable manner across all employees, consistent with operational requirements.

Daylight Saving Time (DST) begins on the second Sunday in March and ends on the first Sunday in November in the United States. On the date DST begins, employees will be paid for actual hours worked (i.e. 7 hours for an 8 hour shift). Employees may use leave balances to supplement the hour missed due to the time change. On the date DST ends, employees will be paid for actual hours worked (i.e. 9 hours for an 8 hour shift).

J. DAYLIGHT SAVINGS TIME

Daylight Saving Time (DST) begins on the second Sunday in March and ends on the first Sunday in November.

- On the day DST begins, employees will be compensated for actual hours worked (typically seven [7] hours for an eight [8]-hour shift). Employees may use accrued leave to make up the shortfall.
- On the day DST ends, employees will be compensated for the actual number of hours worked (typically nine [9] hours for an eight [8]-hour shift).

ARTICLE III - HOLIDAYS AND HOLIDAY PAY

A. HOLIDAYS

The following holidays shall be recognized and granted with pay equivalent to the employee's scheduled work hours to all regular status employees who are scheduled to work on such days. However, employees may be required to work on a holiday if necessary to maintain essential public services:

The following holidays are observed. They shall be granted with pay to all regular status employees regularly scheduled to work on such days, provided, that an employee may be required to work on a holiday if necessary to maintain essential services to the public:

<u>Holiday</u>	<u>Date Observed</u>
<u>New Year's Day</u>	<u>January 1</u>

<u>Martin Luther King, Jr. Day</u>	<u>Third Monday in January</u>
<u>Memorial Day</u>	<u>Last Monday in May</u>
<u>Independence Day</u>	<u>July 4</u>
<u>Labor Day</u>	<u>First Monday in September</u>
<u>Veteran's Day</u>	<u>November 11</u>
<u>Thanksgiving Day</u>	<u>Fourth Thursday in November</u>
<u>Day After Thanksgiving</u>	<u>Fourth Friday in November</u>
<u>Christmas Day</u>	<u>December 25</u>
New Year's Day	January 1

~~Martin Luther King, Jr. Day — Third Monday in January~~

~~Memorial Day — Last Monday in May~~

~~Independence Day — July 4~~

~~Labor Day — First Monday in September~~

~~Veteran's Day — November 11~~

~~Thanksgiving Day — Fourth Thursday in November~~

~~Friday following Thanksgiving — Fourth Friday in November~~

~~Christmas Day — December 25~~

Holidays shall be observed in accordance with the calendar observed by the Nebraska State Courts pursuant to Section 25-2221 of the Reissue Revised Statutes of Nebraska.

~~Such holidays shall be observed on the day they are observed by the courts of the State of Nebraska, in accordance with Section 25-2221, Reissue Revised Statutes of Nebraska.~~

B. HOLIDAYS FALLING ON WEEKENDS ~~SUNDAY HOLIDAYS~~

When a recognized holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls on a Saturday, it shall be observed on the preceding Friday.

~~When a holiday falls on Sunday, the following Monday shall be observed as a holiday; when a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.~~

C. ELIGIBILITY FOR HOLIDAY PAY

To be eligible for holiday pay, an employee must work their last regularly scheduled workday before and the first regularly scheduled workday after the holiday, unless the absence is excused by their supervisor. Employees must be in a paid status (e.g., working or on paid leave) on the holiday to receive holiday pay.

~~No employee shall be eligible for holiday pay unless such employee works his or her last regularly scheduled day before the holiday and his or her first regularly scheduled day after the holiday, unless excused by the supervisor for either of such days. An employee must be on paid leave status to be paid for the holiday.~~

D. HOLIDAY ON AREGULARLY SCHEDULED WORK DAY

If an employee is scheduled to work on a holiday and their services are required to maintain essential operations, the employee shall receive:

- Regular holiday pay equivalent to the employee's scheduled work hours plus
- One and one-half (1½x) times the employee's regular hourly rate for all hours actually worked on the holiday.

~~If an employee is regularly scheduled to work on a day on which a holiday falls and such employee's work is essential to maintain necessary public services, the employee shall be paid for the holiday, plus time and one-half (1/2) for any hours worked on the holiday.~~

E. HOLIDAY ON ANON-SCHEDULED WORK DAY

If an employee is not scheduled to work on a holiday but is called in to work, the employee shall receive:

- Regular holiday pay equivalent to the employee's scheduled work hours, plus
- Call-Back Pay, as provided in Article II – Hours of Work, Section G (Call-Back Pay).

~~If an employee is not regularly scheduled to work on a holiday and he or she is called out to work on the holiday, the employee shall be paid for the holiday and any hours worked on the holiday shall be paid as overtime.~~

F. HOLIDAYS OCCURING DURING A LEAVE ~~HOLIDAY DURING LEAVE OF ABSENCE~~

If a recognized holiday falls during an employee's period of authorized paid vacation, medical, or other leave, the holiday shall not be charged against the employee's leave balance.

If the holiday occurs during a period of unpaid leave, the employee shall not be eligible for holiday pay.

G. UNPAID HOLIDAYS AND CLOSURES - LIBRARY

For unpaid holidays, including but not limited to Easter Sunday, Memorial Day Sunday, and Labor Day Sunday, Library employees shall be entitled to elect one of the following options:

1. Apply accrued Vacation Leave to cover the scheduled hours;
2. Make up the scheduled hours within the same pay period, subject to supervisory approval;
or
3. Take leave without pay, which shall not result in any reduction of leave accruals or be

considered grounds for disciplinary action.

~~If any of the above mentioned holidays fall during an employee's authorized paid vacation or medical leave time, or other paid leave status, such holiday shall not be charged against these paid absences. If a holiday falls during a period when an employee is in an unpaid leave status, the employee shall not be paid for the holiday.~~

ARTICLE IV — ANNUAL PERSONAL LEAVE

Employees shall be granted three (3) Annual Personal Leave (APL) days at the start of each fiscal year, which must be used by September 15 of the same fiscal year.

APL days may be used in increments as small as one (1) hour, subject to advance supervisory approval. Unused APL days shall not carry over beyond the applicable use-by dates and shall not be paid out upon separation from employment.

~~Personal Leave Days will be given to employees each year. One will be given in October and must be taken by March 15th. The second Personal Leave Day will be given in April and must be taken by September 15th. In addition to the two personal leave days, the City will provide one annual personal leave day that will be granted at the beginning of the contract year and must be used by September 15th. Personal Leave Days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor.~~

ARTICLE V — VACATION LEAVES

A. ELIGIBILITY

All regular employees shall be eligible to accrue and use Vacation Leave as earned, in accordance with the provisions of this Agreement. Vacation Leave accrues on a bi-weekly basis and may be used in increments as small as one-tenth (1/10) of an hour.

For the purposes of this Article, regular employees are defined as those scheduled to work at least thirty (30) hours per week on a year-round basis and who have successfully completed their introductory period. This definition excludes temporary, seasonal, probationary employees, and those scheduled to work fewer than thirty (30) hours per week.

No Vacation Leave shall accrue during the introductory period.

~~All regular employees are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall not earn or accrue any vacation time during their introductory period. Vacation may be used in one-tenth (1/10) hour increments.~~

~~For purposes of this contract, “regular” employees shall include those employees normally scheduled to work at least 30 hours per week throughout the course of the year and who have completed their introductory terms. It shall specifically exclude employees who are temporary, seasonal, probationary, and/or working fewer than 30 hours per week.~~

B. AMOUNT AUTHORIZED

Upon successful completion of the six-month introductory period, employees shall be credited with forty (40) hours of Vacation Leave. An additional forty (40) hours shall accrue during the second six months of continuous service, resulting in eighty (80) hours for the first full year.

Vacation leave accruals shall follow the schedule below:

~~Upon successfully completing the six-month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six (6) months of continuous service following the introductory period.~~

<u>Years of Service</u>	<u>Annual Vacation Accrual</u>
<u>2 through 4</u>	<u>80 hours</u>
<u>5 through 6</u>	<u>103 hours</u>
<u>7 through 8</u>	<u>124 hours</u>
<u>9 through 10</u>	<u>128 hours</u>
<u>11 through 12</u>	<u>144 hours</u>
<u>13</u>	<u>152 hours</u>
<u>14 through 19</u>	<u>160 hours</u>
<u>20 through 24</u>	<u>183 hours</u>

<u>25 and beyond</u>	<u>198 hours</u>
Years 2 through 4	Eighty (80) Hours
Years 5 through 6	One Hundred Three (103) Hours
Years 7 through 8	One Hundred Twenty Four (124) Hours
Years 9 through 10	One Hundred Twenty Eight (128) Hours
Years 11 through 12	One Hundred Forty Four (144) Hours
Year 13	One Hundred Fifty Two (152) Hours
Years 14 through 19	One Hundred Sixty (160) Hours
Years 20 through 24	One Hundred Eighty Three (183) Hours
Year 25 and beyond	One Hundred Ninety Six (196) Hours

Vacation Leave accrues on a prorated basis over twenty-six (26) pay periods annually. For regular employees scheduled fewer than forty (40) hours per week, accrual shall be prorated based on regularly scheduled hours. No Vacation Leave shall accrue during periods of unpaid leave.

~~All vacation will accrue on a prorated basis using a twenty-six pay period year. Authorized vacation leave for regular employees working fewer than forty (40) hours per week shall be prorated based upon the normally scheduled hours worked. Credit toward vacation leave shall not be earned while an employee is on a leave of absence without pay.~~

C. SCHEDULING VACATION ~~VACATION SCHEDULE~~

Vacation Leave shall be taken at a time mutually agreeable to the employee and the Department Director, subject to the operational needs of the City.

Employees are encouraged to take at least one (1) vacation of five (5) consecutive workdays each year, if eligible. This may be structured across consecutive weeks (e.g., Thursday–Friday one week, followed by Monday–Wednesday the next).

~~Vacation leave shall be taken at a time convenient to and approved by the Department Director. Vacations may be granted at the time requested by the employee. Each employee shall take a vacation of five consecutive work days each year when eligible. An example would be taking Monday through Friday off or taking Thursday and Friday off the first week and then taking Monday, Tuesday, and Wednesday off the second week.~~

D. SENIORITY ~~FOR IN~~ VACATION PLANNING ~~SCHEDULING~~

In determining vacation schedules, the Department Director shall take into consideration the needs of the department and, where practicable, the preferences of employees.

When multiple employees request the same vacation period and staffing levels must be limited, vacation shall be granted in order of seniority. Seniority shall not interfere with previously approved vacations, nor shall it prevent simultaneous vacations when work assignments are not interdependent.

~~The Department Director shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority with the City shall be given his or her choice of vacation time. The seniority system shall not preclude the taking of vacation at the same time by employees whose work requirements are not inter-dependent, nor shall it interfere with vacation leave previously scheduled.~~

E. VACATION ~~TIME~~ LEAVE CARRY-OVER

1. Employees may carry forward unused Vacation Leave up to the amount equal to one (1) year's accrual plus eighty (80) hours.

2. Carried-over Vacation Leave may be used in the same calendar year as the employee's regularly accrued leave.

3. Employees who reach the maximum carry-over limit will temporarily stop accruing additional Vacation Leave until their balance falls below the cap.

~~1. An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus eighty (80) hours.~~

~~2. An employee who has carry-over vacation time may utilize the carry-over and the current vacation time authorized during a single calendar year.~~

~~3. An employee who fails to use his or her vacation time through the employee's own decision loses all but the maximum carry-over hours mentioned above.~~

F. VACATION LEAVE PAYOUT UPON SEPERATION OR CREDIT ON ~~TERMINATION AND~~ RETIREMENT

Upon separation from employment, regular employees shall be compensated for all unused, accrued Vacation Leave. No Vacation Leave shall accrue beyond the employee's last physical day of work.

~~Upon separation, a regular employee shall be paid for the unused portion of his or her accumulated vacation leave. An employee who has been separated shall not accrue vacation leave credits after his or her last day physically on the job.~~

G. VACATION LEAVE BUY DOWN

Employees may cash in Vacation Leave once per fiscal year during the last pay period of October.

Conditions for Buy Down eligibility:

1. An employee may not buy vacation hours below a remaining balance of eighty (80) hours.
2. Employees must declare the maximum number of hours they wish to buy down by July 31st each year.
3. Employees may request to reduce their declared buy down hours before September 1st, subject to approval by the Department Director or designee.

ARTICLE VI - MEDICAL LEAVE, BEREAVEMENT LEAVE, AND FMLA LEAVE

A. MEDICAL LEAVE ACCRUAL AMOUNT AUTHORIZED

1. 1.——Full-time employees shall accrue Medical Leave at the rate of nine (9) hours for each full calendar month of service.
2. For any calendar month in which an employee is paid for less than their full standard hours (including use of paid leave), Medical Leave shall accrue on a pro-rated basis.
3. Medical Leave shall not be accrued during an unpaid leave of absence.
~~Medical Leave. Medical leave shall be credited to all full-time employees as follows:~~
 - ~~a.——Eight (8) hours for each full calendar month of service.~~
 - ~~b.——For a calendar month in which an employee is paid for less than the full standard hours including paid leave, medical leave shall be awarded on a pro-rata basis.~~

B. AUTHORIZED USE OF MEDICAL LEAVE

Employees may use accrued Medical Leave under the following circumstances:

~~Medical leave may be used under the following circumstances:~~

1. Personal illness, injury, or incapacitation.~~When an employee is incapacitated by sickness or injury.~~
2. Medical, dental, or optical appointments for the employee.~~For medical, dental, or optical examination or treatment.~~

3. Exposure to a contagious disease that would endanger the health of others if the employee reported to work.~~When an employee is exposed to a contagious disease and attendance at duty may jeopardize the health of others.~~
4. To provide care or attend to the illness or injury of a member of the employee's immediate family or household.
 - Immediate family includes spouse, child, parent, or parent-in-law.
 - Child includes biological, adopted, foster, stepchild, legal ward, or a child for whom the employee stands in loco parentis.
 - Household member includes a domestic partner with whom the employee has shared financial responsibilities for at least one (1) year.

~~For necessary care and attendance during sickness of, or injury to, a member of the employee's immediate family (spouse, child, parent, or parent-in-law) or household. "Child" shall include a biological, adopted, or foster child; a step-child; a legal ward; or a child of a person standing "in loco parentis". The term "household" refers to a domestic partner that the employee shares household finances with for a period of not less than one year.~~

5. Treatment or rehabilitation for alcoholism or substance abuse, provided it is medically diagnosed by a licensed physician and the employee is participating in an approved treatment program.~~When absence is due to alcoholism or drugs, if medically diagnosed by a licensed physician and the employee is receiving assistance and has agreed to an approved course of treatment.~~
6. Medical Leave shall not be granted in advance of accrual.~~Medical leave shall not be granted in advance of accrual.~~
7. Unpaid leave may be granted for medically necessary absences that exceed available Medical Leave credits.~~Leave without pay may be granted for sickness extending beyond the earned credits.~~
8. Once Medical Leave is exhausted, accrued Vacation Leave may be used with approval.~~Accrued vacation leave credits may be used for medical leave when medical leave credits have been exhausted.~~
9. Medical Leave shall be charged in increments consistent with the employee's scheduled work hours, and no smaller than one-tenth (1/10) of an hour.~~The amount of medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is scheduled to work when medical leave is utilized, not to exceed eight hours in a day; provided, that medical leave shall be debited in no less than one (1) one-tenth (1/10) hour units.~~

C. ~~USE OF~~ BEREAVEMENT LEAVE

1. Employees shall be granted up to two (2) days per calendar year of paid Bereavement Leave for the death of a non-immediate family member, defined as aunts, uncles, great-aunts, great-uncles, nieces, nephews, cousins, and in-laws of the same relation.
2. Employees shall be granted up to three (3) days of paid Bereavement Leave per occurrence for the death of an immediate family or household member, including spouse, child, parent, sibling, grandparent, great-grandparent, grandchild, great-grandchild, and in-laws of the same relation.
3. In unusual circumstances, additional time off may be granted at the discretion of the Department Director and City Administrator, which may include use of accrued Medical Leave.
4. To attend the funeral of someone outside the above classifications, employees must request Vacation Leave.
5. Any portion of a workday used for Bereavement Leave shall be counted as a full day.

~~Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, great-aunts, uncles, great-uncles, nieces and nephews, cousins, and in-laws of the same relation. Any portion of a work-day used for bereavement leave shall be considered a full-day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave per occurrence for the death of an immediate family member or household which includes parents, spouses, children, siblings, grandparents, great-grandparents, grandchildren, great-grandchildren and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director and City Administrator for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation leave.~~

D. VERIFICATION OF MEDICAL ABSENCE

1. An employee absent for more than three (3) consecutive days due to personal or family illness shall be required to submit a written statement from a licensed healthcare provider or other satisfactory documentation.
2. A supervisor may request verification for any Medical Leave absence, regardless of duration, when deemed appropriate.

PROOF OF ILLNESS

~~An employee who is absent for more than three (3) consecutive days because of personal illness or that of a member of his or her immediate family or household shall be required to furnish~~

~~a statement signed by the attending physician or other proof of illness satisfactory to his or her supervisor. The supervisor may require this statement or proof for an absence chargeable to medical leave of any duration.~~

E. FRAUDULENT USE OF MEDICAL LEAVE

~~The Department Director or designee may investigate any use of Medical Leave. Falsification or misuse of Medical Leave shall be grounds for disciplinary action, up to and including termination.~~

~~The Department Director or his or her authorized representative may investigate any medical leave taken by any employee. False or fraudulent use of medical leave shall be cause for disciplinary action and may result in dismissal.~~

F. COMPENSATION FOR UNUSED MEDICAL LEAVE

- ~~1. Employees may accumulate Medical Leave up to a maximum of 1,339 hours.~~
- ~~2. Upon retirement, early retirement approved by the Mayor, or death while in active employment, employees (or their beneficiaries) shall receive payment for thirty-five percent (35%) of their unused Medical Leave balance.~~
- ~~3. Payment shall be based on the employee's current rate of pay at the time of separation and shall be deposited into the employee's Voluntary Employee Benefits Association (VEBA) account.~~

~~An employee may accumulate medical leave to a maximum of 1,339 hours. All employees shall be paid thirty five percent (35%) of their accumulated medical leave at the time of retirement or if an employee dies while still employed full time with the City in good standing. All employees retiring under an early retirement option approved by the Mayor shall be paid thirty five percent (35%) of their accumulated medical leave at the time of such early retirement. The rate of compensation for such accumulated medical leave shall be based on the employee's salary at the time of death, retirement or early retirement, whichever is applicable. The payout for this medical leave shall go to the employee's Voluntary Employee Benefits Association (VEBA) account.~~

G. NOTIFICATION ~~OF ILLNESS~~ REQUIREMENTS

- ~~1. Employees must notify their supervisor at least thirty (30) minutes prior to the start of their scheduled shift when using Medical Leave unless extenuating circumstances exist. If unable to personally notify the supervisor, a member of the employee's household may do so.~~
- ~~2. Failure to provide timely notice, when reasonably possible, may result in denial of Medical Leave for the absence.~~
- ~~3. A completed leave request must be submitted to the supervisor no later than one (1) working day after the employee returns to work. Medical Leave will not be paid without timely submission of a request.~~

~~If an employee is absent for reasons that entitle him or her to medical leave, the employee or a member of employee's household shall notify the employee's supervisor at least thirty (30) minutes prior to scheduled reporting time. If an employee fails to notify such supervisor, when it was reasonably possible to do so, no medical leave shall be approved. Immediately upon return to work, the employee shall submit a leave form to his or her supervisor. An employee will not receive sick pay if a leave form is not submitted within one (1) working day after the absence.~~

H. FAMILY AND MEDICAL LEAVE ACT ~~POLICY~~(FMLA)

Employees shall be entitled to leave under the Family and Medical Leave Act (FMLA) in accordance with applicable federal law and the City's adopted FMLA policy, as stated in the Employee Personnel Rules and Regulations, and as may be amended from time to time.

~~Employees shall be covered by the City's Family and Medical Leave Act Policy, as set forth in the Employee Personnel Rules and Regulations or as amended by Federal Law.~~

ARTICLE VII - MILITARY LEAVE

Military Leave, including leave for training, active duty, or any other required service, shall be granted in accordance with applicable Nebraska state statutes and federal law, including the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Employees who are members of the National Guard or any reserve component of the U.S. Armed Forces shall be entitled to leave for military duty or training without loss of pay, time, or efficiency rating, as provided by Nebraska Revised Statutes § 55-160 through § 55-166.

Employees must provide advance notice of military duty to their supervisor as soon as practicable, unless precluded by military necessity or otherwise unreasonable or impossible.

Reinstatement, benefits, and protections upon return from Military Leave shall be provided in accordance with state and federal law.
~~The provisions relating to military training leave shall be as provided by Nebraska Statutes.~~

ARTICLE VIII - COURT LEAVE

A. ELIGIBILITY AND AUTHORIZATION ~~WHEN AUTHORIZED~~

Employees shall be granted paid Court Leave when they are required to:

1. Serve as a juror in a federal, state, county, or municipal court;
2. Appear as a witness in a court proceeding under subpoena or other official order; or
3. Appear as a litigant in a case that directly arises from the discharge of their official duties as a City employee.

Exclusions:

Employees involved in personal litigation unrelated to their official duties shall not be eligible for Court Leave but may request the use of Vacation Leave, Compensatory Time, or unpaid leave for the duration of such proceedings.

~~An employee who is required to serve as a witness or juror in a federal, state, county, or municipal court, or as a litigant in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is testifying in other litigation to which he or she is a party, such employee shall not be granted court leave but may use vacation leave or compensatory time, or be granted leave without pay for the length of such service.~~

B. NOTIFICATION AND DOCUMENTATION REQUIREMENTS PROCEDURE

Employees must provide the following to their supervisor:

1. A copy of the original court summons, subpoena, or other official documentation as soon as reasonably practicable after receiving it; and
2. Upon completion of their court service, a written statement or attendance record from the court (e.g., signed by the clerk or judge) verifying the dates and hours of attendance.

~~An employee who is called for witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court, and at the conclusion of such duty, a signed statement from the clerk of the court, or other evidence, showing the actual time in attendance at the court.~~

C. COMPENSATION AND FEES

1. Employees shall receive their regular pay during authorized Court Leave.
2. Jury service fees received during normally scheduled work hours shall be remitted to the City Finance Director. This requirement does not apply to fees received for jury service on an employee's regularly scheduled day off.
3. Witness fees received for appearances not related to the employee's official duties and paid by a party other than the City shall be retained by the employee and are separate from regular salary.
4. No employee shall receive witness fees funded by the City in addition to their regular compensation.

~~Fees received for jury service in a federal, state, county or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof; provided, the requirement shall not apply to funds received by employees when they would not normally be on duty with the City. No employee shall receive witness fees paid from employer's funds. However, fees paid from other sources shall be in addition to, and irrespective of, an employee's regular salary.~~

ARTICLE IX - LEAVE WITHOUT PAY

A. AUTHORIZATION

~~A. _____~~

1. Discretionary Leave:

Leave Without Pay (LWOP) may be granted to an employee for good cause when such leave is deemed to be in the best interest of the City. A Department Director, with the approval of the Human Resources Director, may approve LWOP for a period of up to thirty (30) calendar days. Requests for LWOP beyond thirty (30) days require approval by the Mayor, or designee, and may be extended for up to one (1) year.

2. Temporary Replacement:

Any appointment made to fill a position vacated by an employee on LWOP shall be considered temporary and conditional upon the return of the employee on leave.

3. Use of Paid Leave Prior to LWOP:

An employee must exhaust all applicable accrued paid leave (e.g., Vacation Leave, Medical Leave, Compensatory Time) prior to requesting LWOP, unless otherwise mandated by law or contract (e.g., under FMLA).

4. FMLA Leave:

When LWOP is requested under the provisions of the Family and Medical Leave Act (FMLA), such requests shall be governed by Article VI of this Agreement and applicable federal law.

~~The provisions relative to leave without pay shall be as follows:~~

- ~~1. Leave without pay may be granted to an employee for any good cause when it is in the interest of the City to do so. A Department Director may grant an employee leave without pay for 30 days time. The mayor may extend such leave for a period not to exceed one year. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.~~
- ~~2. Before an employee may request unpaid leave, he or she must first use all eligible leave balances.~~
- ~~3. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Article VI of this contract shall govern.~~

B. CONDITIONS OF LEAVE WITHOUT PAY

~~B. _____~~

1. Return to Work:

At the expiration of an approved LWOP, the employee shall have the right to return to the same position held prior to taking leave.

2. Benefit Accrual:

Employees on LWOP shall not accrue Vacation or Medical leave credits during the period of unpaid leave.

3. Service Credit:

Approved LWOP shall not be considered a break in service; however, the time spent on unpaid leave shall not count toward retirement eligibility, leave accrual calculations, or other service-based benefits.

4. Introductory Period Employees:

For employees in their introductory period, any time spent on LWOP shall not count toward completion of the introductory period. The introductory period will be extended accordingly upon return to work.

5. Failure to Report:

Failure to return to work at the beginning of the next scheduled workday following the expiration of LWOP shall be considered a voluntary resignation, unless prior arrangements have been approved.

6. Health Insurance Coverage:

Employees on approved LWOP may continue participation in the City's group health insurance plan at their own expense in accordance with COBRA and other applicable laws. Arrangements for continued coverage must be made in advance through the City's Human Resources or Finance Department.

~~Leave without pay shall be subject to the following provisions:~~

- ~~1. At the expiration of leave without pay, the employee shall return to the position held prior to such leave.~~
- ~~2. Vacation and medical leave credits shall not be earned during leave without pay.~~
- ~~3. A leave without pay shall not constitute a break in service, but time off will not be credited toward retirement or the accrual of other benefits.~~
- ~~4. Leave without pay during the introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete his or her introductory period on return from leave.~~
- ~~5. Failure to report at the beginning of the next scheduled workday following the expiration of a leave of absence shall be considered resignation.~~

6. ~~— An employee on leave without pay shall be permitted to maintain health insurance coverage under the group policy at his or her own expense during such permitted leave without pay.~~

ARTICLE X - WORKERS COMPENSATION

A. POLICY

~~— Employees covered under this Agreement who sustain a work-related injury or illness shall be entitled to compensation and medical benefits as provided under the Nebraska Workers' Compensation Act.~~

~~Any employee in this contract who sustains an on-the-job injury compensable under the Nebraska Workers' Compensation Act shall receive compensation benefits as allowed under the Nebraska Workers' Compensation law.~~

B. SUBROGATION RIGHTS

~~— To the fullest extent permitted by law, the City of Grand Island, its insurers, and third-party administrators retain the right of subrogation for any workers' compensation benefits or medical expenses paid on behalf of an employee who is injured or disabled due to the actions of a third party.~~

This includes the right to:

1. Seek reimbursement from the employee for any payments received from a third party, up to the amount paid by the City, its insurers, or third-party administrators; and
2. Pursue legal action or collection directly from the third party responsible for the injury or illness.

Limitation:

The City shall not initiate civil litigation in the employee's name without first consulting with and obtaining input from the employee.

~~To the fullest extent permitted by law, the City of Grand Island, its insurers, and third-party administrators reserve the right of subrogation because of workers compensation benefits or medical expenses paid or to be paid to or on behalf of any employee who is injured or disabled by a third party, and reserves the right to (i) pursue collection from the employee of any money paid by the third party to the extent of payments by the City, its insurers, and third-party administrators, and (ii) pursue collection from any such third party.~~

~~— Nothing in this article shall be interpreted to mean that the City shall have the right to initiate civil litigation in the name of the employee against the third party or representative of said party until after receiving consultation and advice of the employee.~~

C. LIGHT DUTY ~~POLICY~~ ASSIGNMENT

1. The City may assign temporary light duty work, where available, to employees who have been injured on the job and are medically released to perform restricted duties.
2. Light duty assignments shall be consistent with the employee's medical restrictions and may be offered for a maximum duration of 150 calendar days from the date of medical release.
3. Employees are expected to comply with the City's established Light Duty Policy. Failure to accept an offered light duty assignment, after being medically cleared to do so, will result in the employee being ineligible to supplement workers' compensation benefits with accrued Medical Leave.
4. All employees covered under this Agreement are considered to have been notified that, effective immediately, light duty assignments shall begin upon receipt of appropriate medical clearance.

~~The City may provide light duty work when possible for a defined period of time, not to exceed 150 days, for employees that are injured due to a work related situation. Employees will follow the City's Light Duty Policy. Any employee who does not willingly return to light duty work who is released by a doctor to do so, shall not be entitled to supplement worker's compensation benefits with medical leave. All employees in the City of Grand Island are covered by this policy and therefore are on notice from this date forward, that light duty work shall commence immediately from the date of appropriate medical release.~~

ARTICLE XI - GENERAL PROVISIONS CONCERNING LEAVE

A. ABSENCE WITHOUT APPROVAL

An employee who is absent from duty without prior approval shall not be compensated for the duration of the unapproved absence.

Unapproved absences may be subject to disciplinary action, up to and including termination, unless the employee provides a legitimate and verifiable reason for the absence.

An employee who is absent from duty without authorization for three (3) consecutive workdays shall be deemed to have voluntarily resigned from employment, unless extenuating circumstances are presented and accepted by the City.

~~An employee who is absent from duty without approval shall receive no pay for the duration of the absence, and unless there is a legitimate reason for the absence, shall be subject to disciplinary action. An employee who is absent without leave for three (3) consecutive days is considered to have resigned.~~

B. LEAVE REQUESTS

All leave requests shall be submitted in advance, specifying the type of leave, anticipated duration, and the dates of departure and return.

Except in emergency or unforeseen situations, all leave must be approved by the employee's supervisor prior to commencement.

In cases of unanticipated Medical Leave, the leave request shall be submitted for approval immediately upon the employee's return to duty.

Employees shall not be compensated for any time away from work that has not been approved in accordance with this policy.

~~Requests for leave must be submitted indicating the kind of leave, duration and dates of departure and return. Requests must be approved prior to the taking of the leave. In the case of an unforeseen Medical leave, the request shall be completed and submitted for approval immediately upon the employee's return to duty. Unless an absence is approved by the supervisor, an employee shall not be paid for any absence from scheduled work hours.~~

C. COMPENSATION LIMITS DURING LEAVE

While on any approved leave, the total combined compensation received by an employee, including salary, wages, workers' compensation payments, and leave pay received from any other source, shall not exceed the employee's regular net take-home pay at the time the leave began, plus any approved cost-of-living adjustments effective during the leave period.

~~While on leave of any nature, the total compensation paid to an employee including salary, wages, workers compensation benefits and leave pay collected from any other party shall not exceed the employee's net take-home pay at the time of the commencement of the leave plus any allowed and approved cost of living increase which commences during the period of leave.~~

ARTICLE XII - RETIREMENT PLAN AND SENIORITY

A. RETIREMENT PLAN

The City agrees that all employees covered by this Agreement shall participate in the mandatory retirement savings plan.

Employees shall contribute six and one-half percent (6.5%) of their gross earnings to the plan, and the City shall make a matching contribution of six and one-half percent (6.5%).

Employee eligibility begins on the date of employment.

A five (5) year vesting schedule shall apply in accordance with the plan's provisions.

~~The City agrees that the employees covered under this agreement will participate in the mandatory retirement savings plan. Employees contribute six and one-half (6.5) percent of gross~~

~~earning and are matched six and one-half (6.5) percent by the City. Employee eligibility is effective on date of employment. A five (5) year vesting schedule applies.~~

B. AMENDMENTS TO THE RETIREMENT PLAN

The City reserves the right to amend the retirement plan as required to comply with current or future federal and state statutes, legislation, or regulations.

~~The City reserves the right to change the retirement plan in accordance with mandatory existing and future statutes or federal legislation or regulations.~~

C. SENIORITY

1. 1.—Definition:

Seniority is defined as an employee's total length of continuous service within the bargaining unit, unless otherwise stated in this Agreement.

~~Seniority is hereby defined as the employee's length of continuous service in the bargaining unit except as otherwise provided herein.~~

2. 2.—Continuous Service:

"Continuous service" means uninterrupted employment within the bargaining unit. The following shall not constitute a break in service:

- Layoff of one (1) year or less
- Authorized leave of absence, with or without pay
- Suspension for disciplinary reasons
- Absence due to injury while receiving temporary total disability under the Nebraska Workers' Compensation Act
- Union leave for elected or appointed officers of the Union

~~Continuous service as used in Section 1 hereof means an employee's total continuous length of service in the bargaining unit without break or interruption; provided, that lay-off of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, and any absence due to serving as a union officer or official whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this Article.~~

3. 3.—Seniority Date:

Employees shall acquire seniority status upon satisfactory completion of their initial introductory period, retroactive to the original date of hire into a bargaining unit position.

~~After an employee satisfactorily completes his initial introductory period of employment with the City, his seniority shall be effective from the date on which the employee was hired in the bargaining unit.~~

4. 4.—Seniority List:

A list of employees in the bargaining unit, arranged by seniority, shall be maintained by the City and a copy shall be provided upon request of the Union.

~~A list of employees arranged in order of their seniority as defined herein will be made available for examination by employees upon request by the union.~~

5. 5.—Seniority Tie-Breaker:

If two or more employees are hired into the bargaining unit on the same date, seniority shall be determined by the date and time their employment applications were filed.

~~Where two or more employees were appointed in the bargaining unit on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment in accordance with the date and time of filing such application.~~

6. 6.—Non-Bargaining Unit Service:

Employees who hold or held non-bargaining unit positions shall retain any seniority previously earned in bargaining unit classifications.

Service in non-bargaining unit positions shall not count toward seniority for purposes of this Agreement, except in cases where a position has been newly added to the bargaining unit.

~~Where an employee holds a non-bargaining unit position, he shall retain all seniority earned in all bargaining unit classifications in which he was previously employed. Non-bargaining unit service with the City shall not be construed or considered for the purpose of calculating seniority under the provisions of this Agreement except for those employees who are in classifications which have become part of the bargaining unit.~~

7. 7.—Reduction in Force:

An employee whose position is eliminated due to a reduction in force shall have the right to bump into a lower-grade position within the same functional division, provided they meet the qualifications for that position.

Functional divisions shall include:

- Streets and Transportation
- Fleet Services
- Parks
- Cemetery
- Library

~~An employee whose position is being eliminated through a reduction in force has the option to move into a lower grade position for which they are qualified within the same functional division. Functional divisions are defined as: Streets and Transportation, Fleet Services, Parks, Cemetery and Library.~~

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~~ARTICLE XIII – RATES OF PAY FOR WORK PERFORMED~~

ARTICLE XIII – RATES OF PAY FOR WORK PERFORMED

A. PAY PLAN

1. Initial Appointment:

New employees shall normally be hired at Step 1 of the pay grade assigned to their position. However, in cases of documented extenuating circumstances, such as prior experience, market conditions, or recruitment difficulties, appointment at a higher step may be authorized with written approval from the City Administrator.

~~1. All new employees will normally be hired at Step 1 of the pay grade of their position. However, due to extenuating circumstances, an employee may be hired at a higher step with the written approval of the City Administrator. Employees will remain in each step for at least one (1) year with their performance to be evaluated on the anniversary of the change of status.~~

~~In the event of an internal promotion, after successfully completing the six (6) month introductory period in the new position, the employee may be reviewed by the Department Director for a step increase.~~

~~Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must receive satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the employee is eligible for the pay increase.~~

2. Step Progression and Performance Evaluation:

Employees shall remain in each pay step for a minimum of one (1) year, with performance evaluations conducted on the anniversary date of hire or most recent step increase. Advancement within the step plan shall be contingent upon achieving satisfactory or higher performance ratings.

Step increases shall become effective on the first day of the pay period that falls on or immediately after the employee becomes eligible.

3. Internal Promotions:

Employees promoted internally shall serve a six (6) month introductory period in the new classification. Upon successful completion of that period, the Department Director may recommend a step increase, subject to performance evaluation and budget availability.

In addition, internal promotees shall be eligible for a step increase upon completing one (1) year in the new classification, provided performance remains satisfactory.

4. Introductory Period for New Employees:

The standard introductory period for newly hired employees is six (6) months, unless extended by the Department Director with justification.

~~2. The introductory period for new employees shall be six (6) months, unless otherwise extended by the Department Director.~~

B. FISCAL YEAR ~~2025~~ – 2026

Rates of pay for the period from October 1, 2025, through September 30, 2026, for work performed in the various classifications covered by this Agreement, shall be adjusted based on the Consumer Price Index (CPI) for the Midwest Size Class B/C (2.5 million or less), as published on July 1, 2025. If the CPI is less than 3.0%, a cost-of-living adjustment (COLA) of 3.0% shall be applied. If the CPI exceeds 5.0%, the COLA shall be capped at 5.0%. The wage adjustments negotiated based on market surveys shall be applied in conjunction with these credits. All adjustments shall take effect beginning with the first full pay period on or after October 1, 2025.
~~Rates of pay for the period October 23, 2022 to September 30, 2023 for work performed in the various classes of work under this agreement are set forth in Exhibit A. Said adjustments shall be effective the first full pay period on or after October 23, 2022.~~

C. FISCAL YEAR ~~2026~~ - 2027

~~———~~Rates of pay for the period from October 1, 2026, through September 30, 2027, for work performed in the various classifications covered by this Agreement, shall be adjusted based on the Consumer Price Index (CPI) for the Midwest Size Class B/C (2.5 million or less), as published on July 1, 2026. If the CPI is less than 3.0%, a cost-of-living adjustment (COLA) of 3.0% shall be applied. If the CPI exceeds 5.0%, the COLA shall be capped at 5.0%. The wage adjustments negotiated based on market surveys shall be applied in conjunction with these credits. All adjustments shall take effect beginning with the first full pay period on or after October 1, 2026.

~~Rates of pay for the period October 1, 2023 to September 30, 2024 for work performed in the various classes of work under this agreement are set forth in Exhibit B. Said adjustments shall be effective the first full pay period on or after October 1, 2023.~~

D. FISCAL YEAR ~~2027~~ - 2028

Rates of pay for the period from October 1, 2027, through September 30, 2028, for work performed in the various classifications covered by this Agreement, shall be adjusted based on the Consumer Price Index (CPI) for the Midwest Size Class B/C (2.5 million or less), as published on July 1, 2027. If the CPI is less than 3.0%, a cost-of-living adjustment (COLA) of 3.0% shall be applied. If the CPI exceeds 5.0%, the COLA shall be capped at 5.0%. The wage adjustments negotiated based on market surveys shall be applied in conjunction with these credits. All adjustments shall take effect beginning with the first full pay period on or after October 1, 2027.

~~Rates of pay for the period October 1, 2024 to September 30, 2025 for work performed in~~

~~the various classes of work under this agreement are set forth in Exhibit C. Said adjustments shall be effective the first full pay period on or after October 1, 2024.~~

E. FUTURE ~~CHANGES IN~~ADJUSTMENTS TO RATES OF PAY

~~Future pay rate increases are contingent upon the adoption of annual budget statements and appropriation ordinances sufficient to fund such increases, and upon passage of the necessary salary ordinances. The Union acknowledges that the City must comply with the Nebraska Budget Act (Neb. Rev. Stat. §§ 23-921 to 23-933).~~

~~It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriation ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The union acknowledges that the City must comply with the Nebraska Budget Act (Sections 23-921 through 23-933, R.R.S. 1943).~~

FG. WORKING OUT OF CLASSIFICATION

1. When an employee is temporarily assigned to perform the duties of a higher job classification for a period of:

- Three (3) consecutive working days, or
- Three (3) total working days within a single workweek,

The employee shall receive compensation at the next higher step in the new classification's pay range that provides at least a three percent (3%) pay increase over their current base rate.

2. Nothing in this section shall prohibit the City from providing temporary reclassification pay for periods shorter than three (3) days, at its discretion.

~~In the event of a temporary change of an employee to another job classification for a period of three (3) consecutive working days, or three (3) working days in one (1) week, the employee will receive any additional pay which may be attributable to that temporary job classification, moving to the next closest step in the new pay range that guarantees at least a three percent (3%) increase. Nothing in this provision shall require or limit the City from providing compensation for a temporary job reclassification for a period under three (3) days.~~

ARTICLE XIV - EMPLOYEE RELATIONS

A. GENERAL PROFESSIONAL CONDUCT

All employees are expected to perform their duties and responsibilities with integrity, diligence, and professionalism. Employees shall conduct themselves in a manner that reflects positively on the City, both during and outside of work hours when representing the organization.

Employees shall act with impartiality and fairness in the performance of their official duties and shall avoid any behavior or conduct that may create an appearance of bias, conflict of interest,

or undermine public trust in the City.

~~Every employee shall fulfill conscientiously the duties and responsibilities of his or her position. Every employee shall conduct himself or herself at all times in a manner which reflects credit on the City. Every employee shall be impartial in all of his or her official acts and shall in no way endanger nor give occasion for distrust of his or her impartiality.~~

B. MEMBERSHIP IN UNION MEMBERSHIP RIGHTS

1. ~~1.~~ Freedom of Choice:

Employees shall have the right to join, maintain membership in, or refrain from joining or participating in the Union without fear of coercion, intimidation, or reprisal.

2. No Coercion:

The Union shall not exert pressure on any employee to join or participate in Union activities, nor shall it interfere with an employee's decision regarding union membership.

3. Non-Discrimination in Membership:

The Union shall not discriminate in membership or representation on the basis of race, color, religion, national origin, sex, gender identity, sexual orientation, age, disability, or any other protected class in accordance with applicable federal and state law.

4. Union Access Rights:

The City shall not unreasonably restrict the Union's access to bargaining unit employees for the purpose of communicating information regarding union membership, rights, and benefits, provided that such access does not interfere with the efficient and orderly operation of City services.~~An employee shall have the right to join or refrain from joining this union.~~

~~2. — This union shall not exert pressure on any employee to join it.~~

~~3. — The union shall not discriminate in membership on the grounds of race, religion, national origin, color, age, or sex.~~

ARTICLE XV - SAFETY COMMITTEE

1. ~~1.~~ Union Representation:

The Union shall designate one (1) member of the bargaining unit to serve as its representative on the Citywide Safety Committee. The Committee shall meet regularly to identify, discuss, and recommend solutions to workplace safety concerns.

~~A member of the bargaining unit, as selected by the Union, shall serve on the Citywide Safety Committee, which shall meet on a regular basis to discuss safety problems.~~

2. 2. Scope of Committee Review:

The Safety Committee shall consider all matters related to employee health and safety, including but not limited to:

- Equipment and machinery safety
- Use and availability of protective clothing and gear
- Safe working environments and conditions
- Workplace procedures and protocols

~~All questions relating to safety, including equipment, protective clothing, working areas, and working procedures, shall be considered proper subject for discussion.~~

3. 3. Joint Commitment to Safety:

The City and the Union acknowledge that workplace safety is a shared responsibility. Both parties agree to actively support and promote a culture of safety through:

- Open communication and cooperation
- Timely identification and resolution of safety hazards
- Ongoing training in the safe operation of equipment and the proper handling of materials

The City will make reasonable efforts to ensure that all employees receive adequate safety training relevant to their job duties and that safety standards are consistently maintained.

~~It is agreed by the parties that the question of safety is a common concern and to this end the parties agree to use all reasonable means of protecting the health and welfare of all employees, including proper training in operation of equipment and use of materials.~~

ARTICLE XVI – GRIEVANCES

A. GENERAL POLICY STATEMENT

It is the policy of the City of Grand Island to promote the prompt, fair, and equitable resolution of employee grievances. Employees shall be free to file grievances without fear of retaliation, coercion, or reprisal.

~~It is the policy of the City of Grand Island to provide prompt and equitable resolution of employee complaints and grievances. An employee presenting a complaint or grievance shall not be subject to reprisal.~~

B. INFORMAL RESOLUTION (COMPLAINT STAGE) COMPLAINTS

Before initiating a formal grievance, employees are encouraged to seek informal resolution by discussing the issue directly with their immediate supervisor. If the matter is not resolved informally, the employee may proceed with the formal grievance process.

~~Prior to initiating a grievance, the employee is encouraged to discuss the complaint with the immediate supervisor. Should the complaint not be resolved through such discussion, the employee may elect to submit a grievance.~~

~~C. WHAT MAY BE GRIEVED~~

C. MATTERS SUBJECT TO GRIEVANCE

1. Permanent employees may file a grievance for any of the following:

- An alleged unsafe act or unsafe work practice
- Adverse working conditions
- Violation of written or verbal policies or procedures
- Violation of civil rights
- Involuntary demotion
- Involuntary transfer resulting in a reduction in pay

2. Introductory (probationary) employees may grieve only the following:

- An alleged unsafe act or unsafe work practice
- Adverse working conditions
- Violation of civil rights

~~A permanent employee may grieve an alleged unsafe act or practice, adverse working condition, violation of a written or verbal policy or procedure, violation of the employee's civil rights, an involuntary demotion, or an involuntary transfer which results in a reduction in salary. An introductory employee may grieve only an alleged unsafe act or practice, adverse working condition, or a violation of the employee's civil rights.~~

D. GRIEVANCE PROCEDURE

All grievances must be submitted in writing and will be processed through the following steps:

~~Employee grievances will be resolved in accordance with the following procedure:~~

Step 1: Division Supervisor

- The grievance must be submitted to the Division Supervisor within ten (10) working days of the alleged act or event.

- The Division Supervisor shall respond in writing within five (5) working days of receiving the grievance.

~~1. Division Supervisor~~

~~A grievance must be submitted to the Division Supervisor not later than ten (10) working days following the alleged act or action.~~

~~The Division Supervisor shall attempt to resolve the grievance and shall provide the employee a written response not later than five (5) working days following receipt of the grievance.~~

Step 2: Department Director~~2. Department Director~~

- If the grievance is not resolved at Step 1, or if the Division Supervisor is the employee's immediate supervisor, the employee may escalate the grievance to the Department Director within five (5) working days of receiving the Supervisor's response.
- The Department Director shall respond in writing within five (5) working days of receipt.

~~Should the employee be dissatisfied with the Division Supervisor's response, or should the Division Supervisor be the immediate supervisor, the employee may grieve to the Department Director not later than five (5) working days following receipt of the Division Supervisor's response or the occurrence of the original alleged act or action.~~

~~The Department Director shall attempt to resolve the grievance and shall provide the employee a written response not later than five (5) working days following receipt of the grievance.~~

Step 3: Mayor~~3. Mayor~~

- If the grievance remains unresolved, the employee may escalate the grievance to the Mayor, or designee, within five (5) working days of receiving the Department Director's response.
- The Mayor, or designee, shall issue a written decision within five (5) working days of receipt.
- The Mayor's, or designee's, decision is final and concludes the grievance process.

~~Should the employee be dissatisfied with the Department Director's response, the employee may grieve to the Mayor no later than five (5) working days following receipt of the Department Director's response or the occurrence of the original alleged act or action.~~

~~The Mayor shall provide the employee with a written response not later than five (5) working days following receipt of the grievance. The decision of the Mayor~~

~~completes the grievance process.~~

E. ~~GRIEVANCE PROCEDURE~~—GENERAL PROVISIONS

1. Written Documentation:

All grievances and corresponding employer responses must be submitted in writing, with a copy forwarded to the Human Resources Department.

2. Representation:

Employees may be accompanied by a representative or counsel during any grievance-related meeting. If the representative is another City employee, that individual shall be granted time off with pay and shall not be subject to reprisal.

3. Witnesses:

Employees may be requested to appear as witnesses. Such employees shall be required to attend, will be granted time off with pay, and shall not face any adverse consequences for their participation.

The names of witnesses must be provided to the Department Director in advance to ensure operational coverage.

4. Timeliness and Forfeiture:

- If the employee fails to meet the time limits established at any step, the grievance shall be considered withdrawn and resolved.
- If the City fails to respond within the required time, the employee may advance the grievance to the next step.

5. Extension of Timeframes:

Time limits outlined in this procedure may be extended by mutual written agreement between the employee and the employer. Requests for extensions and approvals must be documented in writing.

~~Employee grievances and employer responses must be in writing with a copy provided to the Human Resources Department. Should a meeting or hearing be held for the resolution of a grievance, an employee may appear with an attorney as counsel or representative and/or may be accompanied by another employee from the same division. Such an employee shall be granted time off with pay and shall not be subject to reprisal.~~

~~Employees may be requested to appear as witnesses. Such employees shall be required to appear, shall be granted time off with pay, and shall not be subject to reprisal.~~

~~The names of employee witnesses must be provided to the Department Director in sufficient time to arrange for their appearance.~~

~~A grievance shall be considered resolved should the employee fail to comply with the prescribed time limits. Should the employer fail to comply with the prescribed time limits, the employee may continue the grievance to the next level.~~

~~Grievance procedure time limits may be extended upon mutual agreement between the employee and the employer. The request for extension and the response to such request shall be in writing.~~

ARTICLE XVII - OTHER BENEFITS

A. MEDICAL INSURANCE

The City shall provide health, dental, and long-term disability insurance to all bargaining unit employees and their eligible dependents at the same benefit and contribution levels as provided to other City employees under the City's general group insurance plans.

These benefits shall remain in effect for the duration of this Agreement, subject to the terms and conditions of the City's group insurance policies. The City's insurance plan year shall run from October 1 through September 30 annually.

~~The City agrees to provide health dental, and long term disability insurance during the term of this agreement for the employee and employee's dependents at the same benefit level and employee contribution level as provided to other City employees under the City's general group insurance plans. Present and future benefits shall be accorded to the union. The City's general group insurance plan year runs from October 1 through September 30 of each year.~~

B. CAFETERIA PLAN (PRE-TAX CONTRIBUTIONS)

The City shall maintain a Section 125 Cafeteria Plan that allows employees to make pre-tax contributions for eligible medical and hospitalization insurance expenses, in accordance with applicable IRS regulations.

~~The City agrees to implement a pre-tax contribution plan for medical and hospitalization insurance expenses.~~

C. LIFE INSURANCE

The City shall provide each full-time employee with a City-funded life insurance policy in the amount of \$50,000.

Employees may purchase additional optional life insurance coverage at their own expense, as permitted under the terms of the group plan.

During any unpaid leave of absence, the employee shall be responsible for the full cost of the life insurance premium for the first sixty (60) days. After sixty days, the employee shall be removed from the plan unless both the City and optional premiums are paid by the employee in

advance.

~~The City will continue to provide a life insurance policy for the employee. Such policy shall contain an option allowing the employee to purchase additional insurance. The premium for the optional insurance shall be paid by the employee. The insurance provided at City cost shall be in the amount of \$50,000 per employee.~~

~~The employee will be required to pay the premium on the life insurance policy during any leave of absence without pay for the first sixty days. Thereafter, such employee will be dropped from the life insurance plan. The employee shall pay both the City's premium and his or her optional insurance premium during this period.~~

D. UNION BULLETIN BOARDS

The City agrees to provide space in each division represented by the Union for the placement of a Union bulletin board.

These bulletin boards may be used exclusively for the posting of official Union communications such as:

- Notices of meetings
- Union elections and results
- Appointments to Union office
- Union social or recreational events

All postings must be on Union letterhead or authenticated by a Union officer.

Union bulletin boards shall be used exclusively for official Union notices. The Union assumes full responsibility for the content. City approval shall not be required.~~The City agrees to provide space for the Union to erect a bulletin board for each division of sufficient size for the posting of notices of union meetings, union elections, union election results, union appointments to office, and union recreational or social affairs. Any material posted on said bulletin board(s) shall either be on union stationery or otherwise authenticated and authorized by an officer of the union. No item may be posted on the bulletin board(s) unless the item has been approved for posting by the Mayor or his or her designated representative and shall not be unreasonably withheld.~~

~~The total number of bulletin boards may not exceed the number of divisions the union represents as described in Article I, Section A.~~

E. UNIFORMS AND PROTECTIVE CLOTHING

1. Safety Glasses:

- The City shall pay for one (1) pair of prescription safety glasses and frames, subject to

the City's procurement policy.

- Eye exams shall be at the employee's expense unless covered under the City's health plan and must have been completed within six (6) months.
- The City shall pay for side shields and for replacement or repair of safety glasses damaged on duty, provided the supervisor is notified immediately.
- Replacement glasses due to a prescription change shall be covered; loss or off-duty damage shall be at the employee's expense.

2. Boot Reimbursement – Streets & Fleet Services Divisions:

- Upon submission of proof of purchase, employees shall be reimbursed up to \$175.00 per fiscal year for City-approved steel toe or safety toe boots.

3. Street Division Gear:

- The City shall provide one high-visibility winter coat/jacket and five (5) high-visibility work shirts, to be inspected annually for replacement based on wear and safety standards.

4. Fleet Services Division – Uniform Allowance:

- Full-time employees shall receive a uniform allowance of \$12.00 bi-weekly.

5. Other Public Works Divisions – Uniform Cost Sharing:

- Eligible employees may participate in the City's uniform program. The City shall pay 60% of uniform and cleaning costs; the employee shall pay 40%.

~~The City will pay for one pair of safety glasses and frames for each employee up to the amount allowed by the City's procurement policy. Employees must have eye examinations for prescription glasses at their expense, or have had their eyes checked within the last six months. Employees will be allowed to choose the type of safety frames desired (plastic, combination plastic/metal, or metal). The City will pay for side shields for employees desiring them. The City will pay for replacement or repair of safety glasses accidentally damaged during performance of assigned duties; provided, the employee's supervisor is notified immediately of the damage. The City will also pay for replacement of safety glasses when the employee has an examination showing his or her prescription has changed, said examination to be at the employee's expense. The employee will be responsible for repair of safety glasses damaged during off-duty hours. Safety glasses lost by employees must be replaced at the employee's expense.~~

- ~~2. Upon submission of proof of purchase, the City will reimburse employees in the Streets and Fleet Services Divisions for the purchase of safety steel toe boots or safety toe boots approved by the City to be used on the job. The reimbursement shall not exceed One Hundred Seventy Five Dollars (\$175.00) per budget year.~~

- ~~— The City will provide members of the Streets Division a winter coat/jacket that meets high visibility safety standards, to be inspected annually for replacement. In addition, members of the Streets Division will receive five (5) work shirts, to be inspected annually for replacement. The shirts will also meet the high visibility safety standards.~~
- ~~3. — The City shall pay as uniform allowance the sum of Twelve Dollars (\$12.00) bi-weekly to full-time employees of the Fleet Services Division.~~
- ~~4. — Employees in Public Work divisions other than the Fleet Services Division shall be permitted to participate in the uniform program established by the City of Grand Island. The City will pay sixty percent (60%) of the actual cost of providing and cleaning these uniforms. The employee shall pay forty percent (40%) of said cost.~~

F. TOOL ALLOWANCE— FLEET SERVICES MECHANICS

Employees classified as Fleet Services Mechanics shall receive a tool allowance of \$100.00 bi-weekly. These employees are responsible for owning and maintaining the tools required by their job classification.

~~Employees in the job classification of Fleet Services Mechanic shall be paid a tool allowance in the amount of Fifty Dollars (\$50.00) bi-weekly. Said employees shall be required to have and maintain the tools required of the job classification.~~

G. BILINGUAL PAY

1. Employees proficient in a second language designated as needed by the Department Director shall receive \$2,000 per calendar year, payable in the second paycheck of November.
2. To qualify:
 - Employees must pass a proficiency test administered by Human Resources.
 - The test will measure conversational fluency and relevant job-based language use.
3. Employees must be actively employed in November to receive bilingual pay.
4. Pro-ration: Bilingual pay will be pro-rated based on average hours worked. Employees hired specifically as interpreters are not eligible for this benefit.

~~Employees who are proficient in an approved second language will be paid one thousand five hundred dollars (\$1,500.00) per calendar year, payable in the second check in November of each fiscal year. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are “approved” based upon the needs of the department as they relate to the demographics of Grand Island.~~

~~_____ A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The bilingual test will measure, among other things, an employee's conversational ability.~~

~~_____ Bilingual pay will be prorated based on the employee's average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.~~

H. LONGEVITY PAY

~~_____ All bargaining unit employees shall receive annual longevity pay based on total continuous years of City service, as follows: Effective the first full pay period in October 2018, in addition to an employee's base salary provided for elsewhere in this Agreement, each employee of the bargaining unit shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following annual longevity pay rate schedule shall apply:~~

<u>Years of Service</u>	<u>Annual Amount</u>	<u>Begins In</u>
<u>5 years</u>	<u>\$300.00</u>	<u>Beginning 6th year</u>
<u>10 years</u>	<u>\$525.00</u>	<u>Beginning 11th year</u>
<u>15 years</u>	<u>\$750.00</u>	<u>Beginning 16th year</u>
<u>20 years</u>	<u>\$1,000.00</u>	<u>Beginning 21st year</u>
<u>25 years</u>	<u>\$1,500.00</u>	<u>Beginning 26th year</u>

~~5 years \$ 250.00 (Beginning 6th year)~~
~~10 years \$ 500.00 (Beginning 11th year)~~
~~15 years \$ 750.00 (Beginning 16th year)~~
~~20 years \$1,000.00 (Beginning 21st year)~~
~~25 years \$1,500.00 (Beginning 26th year)~~

~~_____ Longevity pay shall be prorated and paid bi-weekly as part of the employee's regular paycheck.~~

ARTICLE XVIII - MANAGEMENT RIGHTS AND MATTERS NOT MENTIONED

1. 1. Commitment to Collective Bargaining

The City affirms its commitment to the principles and procedures of collective bargaining as an orderly means of maintaining labor relations with employees covered under this Agreement. However, the City, acting through its Chief Administrative Officer, retains the right and responsibility to operate efficiently and effectively in service of the best interests of the citizens of Grand Island.

~~The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief~~

~~administrative officer, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.~~

~~2. This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the Grand Island City Code.~~

2. Statutory Authority Preserved

Nothing in this Agreement shall be construed to diminish or restrict the statutory powers of the City under the laws of the State of Nebraska or the Grand Island City Code.

3. ~~3.~~ Management Rights

The Union acknowledges and agrees that the City retains all inherent and statutory management rights to operate and administer the Public Works Department, the Library, and the Parks and Recreation Department. These rights shall be exercised in a manner consistent with this Agreement and include, but are not limited to, the authority to:

- a. Discipline or discharge employees for just cause, pursuant to the terms of this Agreement and in accordance with the City's Personnel Rules and Regulations, Section 3.01.
- b. Direct the workforce and assign work duties.
- c. Hire, assign, transfer, and promote employees, subject to the terms of this Agreement.
- d. Determine the mission, organization, and structure of City departments.
- e. Determine the methods, means, and staffing levels necessary to fulfill the City's mission.
- f. Introduce or implement new or improved methods, processes, equipment, or facilities.
- g. Modify or discontinue existing methods, processes, equipment, or facilities.
- h. Lay off employees due to lack of work, lack of funds, or organizational restructuring.
- i. Contract out for goods or services in accordance with applicable law and the provisions of this Agreement.

~~It is understood and agreed that the City possesses the sole right to operate the Public Works Department and the Parks and Recreation Department, and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:~~

- ~~a. Discipline or discharge for just cause, arising under this agreement or the City's Personnel Rules and Regulations, Section 3.01 as amended on October 1, 2022. Should the City at any time during the course of this agreement amend the City~~

~~Personnel Rules and Regulations, in regards to discipline, said amendment shall be proposed to the AFSCME bargaining unit. The bargaining unit shall have 30 days to consider and respond. The parties may agree to adopt such amendment as part of this contract at that time.~~

~~b. — Direct the work force.~~

~~e. — Hire, assign, or transfer employees.~~

~~d. — Determine the mission of the City.~~

~~e. — Determine the methods, means, number of personnel needed to carry out the City's mission.~~

~~f. — Introduce new or improved methods or facilities.~~

~~g. — Change existing methods or facilities.~~

~~h. — Lay off employees because of lack of work.~~

~~i. — Contract out for goods or services.~~

4. 4. — Reservation of Rights

Any and all rights, powers, authority, and functions not specifically addressed in this Agreement shall remain vested exclusively in the City, unless such rights are otherwise limited by applicable law or subsequent mutual agreement. Matters reserved to the City, including the management rights outlined in Section 3 above (except Subsection 3a regarding discipline and discharge for just cause), shall not be subject to the grievance procedure or reopened for negotiation during the term of this agreement.

~~This document constitutes the sole and complete arrangement between the parties. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.~~

5. 5. — Mandatory Subjects of Bargaining

Notwithstanding Section 4, any matter that constitutes a mandatory subject of bargaining under applicable federal or state law shall not be amended, altered, or eliminated during the life of this Agreement without the mutual written consent of the City and the Union. Any and all matters not specifically mentioned in this agreement are reserved to the City.

6. 6. — Incorporation of Personnel Rules and Regulations

The provisions of Chapters One, Two, and Three of the City's Personnel Rules and

Regulations currently in effect, and not in conflict with this Agreement, are hereby incorporated by reference. These provisions shall remain in effect during the term of this Agreement.

~~All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The union agrees that it shall deal with the City only through the Mayor or his or her designated representative.~~

7. ~~7.~~—Entire Agreement

This Agreement constitutes the entire and exclusive agreement between the City and the Union with respect to all subjects of bargaining. Both parties acknowledge that they have had full opportunity to present proposals on all matters subject to negotiation. Any prior agreement, understanding, or practice not specifically incorporated into this Agreement is hereby superseded and of no further force or effect.

~~The Union and its membership agree that it will not contact or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.~~

8. Official Point of Contact

The Union agrees to conduct all formal labor relations including negotiations, grievances, and other matters covered by this Agreement through the Mayor or the Mayor's designated representative, who shall serve as the City's official point of contact.

9. Restriction on Council Contact

The Union and its members agree that they shall not contact or engage with members of the City Council concerning matters related to collective bargaining, grievances, or other labor-management issues covered by this Agreement.

ARTICLE XIX - PAYROLL DEDUCTION OF UNION DUES

1. Authorization for Deduction

Upon receipt of a lawfully executed, written authorization from an employee, the City agrees to deduct regular biweekly union dues from the employee's paycheck. Such authorization may be revoked in writing at any time by the employee.

2. Effective Date of Deduction

The deduction shall take effect beginning with the second payroll period following receipt of the written authorization by the City's Finance Director.

3. Remittance of Dues

The Finance Director shall remit the total amount of union dues deducted, along with a list of the names of employees for whom dues were deducted, to the designated Union official in writing no later than the fifteenth (15th) day of the following month.

4. Scope of Deduction

The City shall not deduct any initiation fees, special assessments, or other charges beyond the regular union dues expressly authorized in writing by the employee.

5. Hold Harmless Provision

The Union agrees to indemnify and hold the City harmless against any and all claims, demands, suits, orders, or judgments, including costs and attorney's fees, arising from the City's compliance or attempted compliance with this Article, including but not limited to the administration of payroll deduction of union dues.

6. Termination of Article Upon Prohibited Activity

This Article shall become null and void for the remainder of the contract term, effective immediately, if the Union or its members engage in any strike, slowdown, work stoppage, or other intentional interruption of City operations.

~~Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the City agrees to deduct the regular, biweekly amounts specified therein from his or her pay for union dues. The effective date of such deduction shall be the second payroll following the filing of the written authorization by the employee with the Finance Director. The Finance Director will remit the collected union dues, together with a list of the employees' names for which the dues are deducted, to the official designated by the union, in writing, by the fifteenth day of the next succeeding month following the deduction. The City agrees not to withhold any initiation fees, assessments, special or otherwise, or any funds from an employee's pay for the benefit of the union other than regular union dues as set forth herein.~~

~~The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this Article. This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of operation.~~

ARTICLE XX - GENERAL PROVISIONS

1. ~~1.~~ Union Representative Access

Union representatives shall have reasonable access to City job sites and facilities for the purpose of administering this Agreement, provided such visits do not interfere with operations or safety. Union representatives shall notify the appropriate supervisor upon arrival. Authorization shall not be unreasonably withheld.

~~No representative of the Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the Mayor or~~

~~Department Director, and obtaining permission to come on the job site of the City. Such permission shall not be unreasonably withheld.~~

2. ~~2.~~—Union Activity During Work Hours

The Union agrees that neither it nor its members shall engage in solicitation of membership or conduct other Union-related activities during working hours, except as specifically authorized by this Agreement or approved by the City.

~~The Union agrees that it or its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.~~

3. ~~3.~~—Non-Discrimination by the City

The City shall not discriminate against any employee on the basis of race, creed, color, sex, age, national origin, or any other status protected by federal, state, or local law.

~~The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.~~

4. ~~4.~~—Freedom of Association

The City and the Union affirm the right of employees to freely choose whether or not to become Union members. There shall be no coercion, interference, or discrimination against any employee based on union membership or non-membership.

~~The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.~~

5. ~~5.~~—Promotion and Trial Period Reversion Rights

An employee who is promoted and fails to satisfactorily perform the duties of the new classification within thirty (30) calendar days may voluntarily elect to return to their previous classification.

- The employee shall return to the same pay step and regular employment status held prior to the promotion.
- If the employee chooses not to return, or if the supervisor does not initiate a demotion, the employee must continue to serve and successfully complete the remainder of the six (6) month promotional introductory period.

~~An employee upon promotion, who fails to satisfactorily perform the duties of a classification into which he or she has been promoted during the first thirty days after such promotion, shall have the right to opt back into the classification from which he or she was promoted. He or she shall return to the same pay step held prior to promotion with the same regular status held prior to promotion. Any employee, who chooses not to opt out or is not demoted based upon the decision of the supervisor, will need to satisfy the remainder of the six month introductory period.~~

6. 6.——Protection Against Undermining the Union

The City agrees that it will not aid, promote, finance, or recognize any labor organization that purports to represent bargaining unit employees for the purpose of undermining the Union or circumventing the terms of this Agreement.

The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this agreement.

7. 7.——Residency Requirements

Employees shall comply with the residency requirements set forth in the City's Personnel Rules and Regulations. These requirements shall be applied uniformly and shall not discriminate against members of the bargaining unit.

Street and Transportation Division and Fleet Services Division

All employees assigned to the Streets Division and Fleet Services Division are required to maintain a residence within a 30-minute commute of the City's Public Works Facility, located at:

1111 W. North Front Street, Grand Island, Nebraska.

Commute time shall be determined using the shortest travel route available on Google Maps under normal driving conditions. Employees must notify their supervisor and Human Resources of any change in residence to ensure continued compliance with this requirement.

Employees shall abide by the residency requirements set out in the Personnel Rules and Regulations as amended on October 1, 2022; provided, such requirements shall not discriminate against members of this bargaining unit.

ARTICLE XXI - STRIKES AND LOCKOUTS

1. 1.——Prohibition on Work Stoppages

The Union, including its officers, agents, and members, agrees that during the term of this Agreement it shall not instigate, encourage, sponsor, condone, or engage in any form of work stoppage, including but not limited to:

- Strikes
- Slowdowns
- Mass absenteeism
- Concerted refusal to perform duties
- Other intentional disruptions or interruptions of City operations

This prohibition applies regardless of the cause or justification for such actions.

Neither the Union nor any of its officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be summarily discharged or disciplined by the City. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.

2. ~~2.~~ Consequences of Violation

Any employee who participates in conduct prohibited by this Article may be subject to disciplinary action, up to and including discharge.

Such disciplinary action shall be considered final and not subject to the grievance or arbitration procedures contained in this Agreement.

The City will not lock out any employees during the term of the agreement as a result of a labor dispute with the union.

ARTICLE XXII DISCIPLINE AND APPEAL PROCEDURE

ARTICLE XXII-DISCIPLINE AND APPEAL PROCEDURE

A. JUST CAUSE STANDARD

The employees of this bargaining unit shall be subject to discipline for just cause as set forth in Section 3.01 of the City of Grand Island Personnel Rules and Regulations.

B. APPLICABILITY AND RIGHT TO APPEAL

The following disciplinary appeal process shall apply to members of this bargaining unit:

Any employee who has satisfactorily completed their initial introductory period of employment with the City shall have the right to appeal a suspension or discharge in accordance with the procedure below:

C. APPEAL TO THE MAYOR

1. Discipline imposed by the Department Director may be appealed to the Mayor within five (5) working days after written notification of such discipline.
2. The Mayor shall hear the appeal and provide a written response within ten (10) working days after receipt of the appeal.

~~The employees of this bargaining unit shall be subject to discipline as set out in this agreement for just cause as set forth in the City of Grand Island Personnel Rules and Regulations, Section 3.01 as amended on October 1, 2022. Should the City at any time during the course of this agreement amend the City Personnel Rules and Regulations, in regards to discipline, said amendment shall be proposed to the AFSCME bargaining unit. The bargaining unit shall have 30 days to consider and respond. The parties may agree to adopt such amendment as part of this contract at that time.~~

~~The following Appeal Procedure shall apply to the members of this bargaining unit:~~

~~Any employee who has satisfactorily completed his/her initial introductory period of employment with the City of Grand Island shall have the right to appeal a suspension or a discharge in accordance with the following procedure:~~

- ~~1. Discipline imposed by the Department Director may be appealed to the Mayor not later than five (5) working days following written notification of such discipline.~~
- ~~2. The Mayor shall hear such appeal and shall provide the employee with a written response not later than ten (10) working days following receipt of the appeal.~~
- ~~3. Should the employee be dissatisfied with the Mayor's response or should the Mayor have imposed the initial discipline, the employee may appeal to a mediator.~~
- ~~4. If an employee is dissatisfied with the Mayor's response or should the Mayor have imposed the initial discipline, the employee or the Union may request non-binding mediation. The employee or the Union must provide the Human Resources Director with a written request for mediation within fifteen (15) working days of receiving the Mayor's decision. A mediator shall be chose from the Federal Mediation and Conciliation Service. If either party is not satisfied with the results of non-binding mediation, then within fifteen (15) work days of receiving the results of the mediation, either party may take the grievance to the next step.~~
- ~~5. An employee may request arbitration if they are dissatisfied with the Mediator's response. The employee or the Union must provide the Human Resources Director with a written request for arbitration within fifteen (15) working days of receiving the Mayor's decision.~~
- ~~6. The arbitration proceeding shall be conducted by an arbitrator, to be mutually selected by the parties as soon as practical after the submission of written demand for arbitration. If the parties are unable to mutually agree as to the selection of an arbitrator within fifteen (15) working days from receipt of the demand for arbitration the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven arbitrators. Each party shall have the right to strike three names from the list of arbitrators as submitted. The employee requesting arbitration shall have the right to strike the first name and the City shall then strike~~

~~one name with the same process being repeated so that the person remaining on the list shall be the arbitrator.~~

~~There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Union, the City of Grand Island, and on all bargaining unit employees.~~

~~Authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. The arbitrator shall be requested by the parties to issue his decision within thirty (30) calendar days after the conclusion of the hearing.~~

~~Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating its own representatives and witnesses.~~

~~If a party desires that a record of the testimony be made at the proceedings, it may cause such a record to be made at its expense; provided, however, that it supplies the arbitrator and the other party or parties with copies of such record at no expense to the other party or parties.~~

~~7. The arbitrator shall not have jurisdiction to discharge an employee upon an appeal from a suspension.~~

~~8. An employee shall have the right to process an appeal individually, by the Union, and/or by an Attorney at Law. If an employee elects not to use the Union or its attorney in the processing of an appeal, the decision of the arbitrator shall not set binding precedent on the Union.~~

~~9. Any time limits contained herein or elsewhere in this Agreement, for the bringing of, or answering of discipline may be waived by mutual consent of the Union or the employee and the City.~~

D. MEDIATION PROCESS

3. If the employee is dissatisfied with the Mayor's response, or if the Mayor imposed the initial discipline, the employee or the Union may request non-binding mediation as provided below.

4. A written request for mediation must be submitted to the Human Resources Director within fifteen (15) working days of receiving the Mayor's decision. Mediation shall be conducted by a mediator selected from the Federal Mediation and Conciliation Service (FMCS).

If the FMCS is unable to provide a mediator who can schedule and complete mediation within forty-five (45) days of the request, the parties may mutually select a certified mediator who has been listed by FMCS within the preceding twenty-four (24) months and can complete mediation within the same timeframe.

If either party is not satisfied with the results of non-binding mediation, either party may advance the matter to arbitration by submitting written notice within fifteen (15) working days after receiving the mediation results.

E. ARBITRATION REQUEST AND SELECTION

5. If the employee or Union remains dissatisfied following mediation, arbitration may be requested. The employee or the Union must provide the Human Resources Director with a written request for arbitration within fifteen (15) working days after receipt of the mediation results.

6. The arbitration shall be conducted by an arbitrator mutually agreed upon by the parties as soon as practicable after submission of the written demand for arbitration.

If the parties cannot agree within fifteen (15) working days of the demand, they shall jointly request FMCS to provide a list of seven (7) arbitrators.

If selecting from an FMCS list, each party shall strike three (3) names alternately, beginning with the employee or Union, until one name remains. That individual shall serve as the arbitrator.

If selecting from a jointly developed list, each party shall strike three (3) names, and the final selection shall be made by random draw conducted by the employee or their representative.

F. SCOPE AND AUTHORITY OF THE ARBITRATOR

There shall be no appeal from the arbitrator's decision except as necessary for judicial review to determine whether the arbitrator exceeded their authority.

The arbitrator's decision shall be final and binding on the Union, the City, and all bargaining unit employees.

G. LIMITATIONS ON ARBITRATOR'S POWERS

The arbitrator's authority is limited to the interpretation, application, or enforcement of the express provisions of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement.

If the arbitrator determines they lack authority to rule, the matter shall be returned to the parties without decision or recommendation, and the appeal shall be terminated.

The arbitrator shall issue a written decision within thirty (30) calendar days after the conclusion of the hearing.

H. COSTS AND RECORDS

The parties shall share equally the arbitrator's fee and expenses. Each party shall be responsible for compensating its own representatives and witnesses.

If either party desires a record of the proceedings, it may cause a transcript to be prepared at its own expense, provided that copies are supplied to the arbitrator and the other party at no cost other than any standard copy fee charged by the court reporter.

I. JURISDICTIONAL RESTRICTION

The arbitrator shall not have jurisdiction to convert or increase a suspension to a discharge upon appeal.

J. REPRESENTATION RIGHTS

An employee has the right to process an appeal individually, through the Union, and/or with private legal counsel. If an employee elects not to use the Union or its attorney, the resulting arbitration decision shall not establish binding precedent on the Union or the City.

K. TIME LIMITS

Any time limits contained in this Article or elsewhere in the Agreement may be extended by mutual written agreement between the City and the Union or employee.

ARTICLE XXIII - DURATION OF CONTRACT

1. ~~1. All terms, rights, obligations, benefits, and conditions contained in this Agreement shall remain in effect until its expiration, at which point they shall terminate in full unless extended or superseded by a subsequent agreement.~~
~~All of the terms, rights, obligations, benefits and conditions of this agreement will expire on its termination.~~

2. ~~2. This Agreement shall remain in full force and effect through 12:00 a.m. (Midnight) on September 30, 2028.~~
~~This agreement shall continue in full force and effect until Midnight on September 30, 2025.~~

3. ~~3. Negotiations for a successor agreement may commence at any time on or after February 1, 2028, or earlier by mutual agreement of the parties.~~
~~Negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after February 1, 2025.~~

4. ~~4.——Either party may reopen this Agreement if the City fails to adopt a budget statement, appropriation ordinance, or salary ordinance sufficient to fund the wages and fringe benefits previously agreed upon. In such case, the parties agree to meet and confer in good faith to address the budgetary impact on the Agreement.~~

~~Either party may reopen this agreement if the City does not adopt a budget statement and appropriation ordinance and salary ordinance sufficient to fund the rates of pay and fringe benefits previously agreed upon by the parties.~~

ARTICLE XXIV- SEVERABILITY

If any of the provisions of agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the agreement shall remain full force and effect for the duration of the agreement. Both parties shall then meet and attempt to negotiate a substitute.

ARTICLE XXV - SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

This Agreement represents the entire understanding and agreement between the parties regarding all mandatory and permissive subjects of collective bargaining for the duration of this contract. It supersedes all prior agreements, memoranda of understanding, and past practices, whether written or oral.

No provision of this Agreement shall be modified, altered, changed, or amended unless such modification is in writing and signed by both parties. The parties expressly acknowledge that there are no oral agreements or understandings that alter, supplement, or interpret the terms of this written Agreement.~~The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.~~

B. INTERPRETATION AND GOVERNING LAW

This Agreement has been negotiated and executed in accordance with the laws of the State of Nebraska and the United States of America. Any dispute, grievance, or legal proceeding arising under or relating to this Agreement shall be governed and adjudicated in accordance with applicable federal and Nebraska state laws.

~~This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising~~

~~under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.~~

C. NEGOTIATIONS ~~ACKNOWLEDGEMENT~~

~~The parties acknowledge that the negotiations leading to this Agreement encompassed all appropriate and lawful subjects of collective bargaining, and that such negotiations were conducted in good faith and in compliance with all applicable state and federal legal requirements.~~

~~The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.~~

D. APPLICATION OF PERSONNEL POLICIES

Where this Agreement is silent on a matter that is not a mandatory subject of bargaining, the City may apply existing personnel rules, regulations, or handbook provisions, provided such policies are reasonable, applied consistently, and do not conflict with the express terms of this Agreement. Nothing in this provision shall be interpreted as a waiver of the Union's right to bargain over mandatory subjects of bargaining.

ARTICLE XXVI - ~~C.I.R.~~ COMMISSION OF INDUSTRIAL RELATIONS (CIR) WAIVER

In consideration of the mutual agreements and provisions set forth in this collective bargaining agreement, and as a result of good faith negotiations, the Union, on behalf of itself and all bargaining unit members, hereby knowingly, voluntarily, and affirmatively waives its right to initiate or participate in any proceedings before the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability concerning wages, fringe benefits, or other terms and conditions of employment covered by this Agreement.

This waiver shall apply exclusively to the term of this Agreement, specifically covering the period from October 1, 2025, through September 30, 2028.

~~As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 23, 2022 through September 30, 2025.~~

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

**AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES; Local No. 251**

By _____
Tony Burkhalter, President, Local 251

**CITY OF GRAND ISLAND, NEBRASKA, A Municipal
Corporation,**

By _____
Roger G. Steele, Mayor

Attest _____
~~RaNa~~ Edwards Jill Granere, City Clerk

EXHIBIT A **AFSCME SALARY TABLES -- FY 2022/2023**
CEMETERY/PARKS/STREETS/LIBRARY

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
FLSRV-MECHANIC	HOURLY	25.6446	26.7040	27.8071	28.9558	30.1520	31.3976	32.6946	34.0452	35.4516
4005	BIWEEKLY	2,051.57	2,136.32	2,224.57	2,316.46	2,412.16	2,511.81	2,615.57	2,723.62	2,836.13
	MONTHLY	4,445.07	4,628.69	4,819.90	5,019.00	5,226.35	5,442.26	5,667.07	5,901.18	6,144.95
	ANNUAL	53,340.82	55,544.32	57,838.82	60,227.96	62,716.16	65,307.06	68,004.82	70,814.12	73,739.38

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
EQUIP-OPER-STR	HOURLY	22.8093	23.6946	24.6142	25.5695	26.5619	27.5928	28.6637	29.7762	30.9319
4010	BIWEEKLY	1,824.74	1,895.57	1,969.14	2,045.56	2,124.95	2,207.42	2,293.10	2,382.10	2,474.55
	MONTHLY	3,953.60	4,107.07	4,266.47	4,432.05	4,604.06	4,782.74	4,968.38	5,161.22	5,361.53
	ANNUAL	47,443.24	49,284.82	51,197.64	53,184.56	55,248.70	57,392.92	59,620.60	61,934.60	64,338.30

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
HORTICULTURIST	HOURLY	26.7162	27.6811	28.6809	29.7169	30.7902	31.9023	33.0545	34.2484	35.4854
4020	BIWEEKLY	2,137.30	2,214.49	2,294.47	2,377.35	2,463.22	2,552.18	2,644.36	2,739.87	2,838.83
	MONTHLY	4,630.82	4,798.06	4,971.35	5,150.93	5,336.98	5,529.72	5,729.45	5,936.39	6,150.80
	ANNUAL	55,569.80	57,576.74	59,656.22	61,811.10	64,043.72	66,356.68	68,753.36	71,236.62	73,809.58

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LIBR-ASST-I	HOURLY	21.0438	21.7219	22.4219	23.1444	23.8902	24.6600	25.4546	26.2748	27.1215
4025	BIWEEKLY	1,683.50	1,737.75	1,793.75	1,851.55	1,911.22	1,972.80	2,036.37	2,101.98	2,169.72
	MONTHLY	3,647.58	3,765.13	3,886.46	4,011.69	4,140.98	4,274.40	4,412.14	4,554.29	4,701.06
	ANNUAL	43,771.00	45,181.50	46,637.50	48,140.30	49,691.72	51,292.80	52,945.62	54,651.48	56,412.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LIBR-ASST-II	HOURLY	22.2294	23.1551	24.1194	25.1238	26.1701	27.2599	28.3952	29.5777	30.8094
4028	BIWEEKLY	1,778.35	1,852.41	1,929.55	2,009.90	2,093.61	2,180.79	2,271.62	2,366.22	2,464.75
	MONTHLY	3,853.09	4,013.56	4,180.69	4,354.78	4,536.16	4,725.05	4,921.84	5,126.81	5,340.29
	ANNUAL	46,237.10	48,162.66	50,168.30	52,257.40	54,433.86	56,700.54	59,062.12	61,521.72	64,083.50

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT-WRK-CMTR	HOURLY	22.9423	23.6932	24.4687	25.2696	26.0967	26.9509	27.8330	28.7440	29.6848
4040	BIWEEKLY	1,835.38	1,895.46	1,957.50	2,021.57	2,087.74	2,156.07	2,226.64	2,299.52	2,374.78
	MONTHLY	3,976.66	4,106.83	4,241.25	4,380.07	4,523.44	4,671.49	4,824.39	4,982.29	5,145.36
	ANNUAL	47,719.88	49,281.96	50,895.00	52,560.82	54,281.24	56,057.82	57,892.64	59,787.52	61,744.28

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT-WRK-STRTS	HOURLY	21.8851	22.7215	23.5899	24.4914	25.4275	26.3993	27.4082	28.4557	29.5432
4045	BIWEEKLY	1,750.81	1,817.72	1,887.19	1,959.31	2,034.20	2,111.94	2,192.66	2,276.46	2,363.46
	MONTHLY	3,793.42	3,938.39	4,088.91	4,245.17	4,407.43	4,575.87	4,750.76	4,932.33	5,120.83
	ANNUAL	45,521.06	47,260.72	49,066.94	50,942.06	52,889.20	54,910.44	57,009.16	59,187.96	61,449.96

EXHIBIT A **AFSCME SALARY TABLES--FY 2022/2023**
CEMETERY/PARKS/STREETS/LIBRARY

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT-WRK-PRKS	HOURLY	21.2371	22.1065	23.0115	23.9535	24.9342	25.9549	27.0174	28.1235	29.2748
4050	BIWEEKLY	1,698.97	1,768.52	1,840.92	1,916.28	1,994.74	2,076.39	2,161.39	2,249.88	2,341.98
	MONTHLY	3,681.10	3,831.79	3,988.66	4,151.94	4,321.94	4,498.85	4,683.01	4,874.74	5,074.29
	ANNUAL	44,173.22	45,981.52	47,863.92	49,823.28	51,863.24	53,986.14	56,196.14	58,496.88	60,891.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT-WRK-WTRPK	HOURLY	21.2371	22.1065	23.0115	23.9535	24.9342	25.9549	27.0174	28.1235	29.2748
4051	BIWEEKLY	1,698.97	1,768.52	1,840.92	1,916.28	1,994.74	2,076.39	2,161.39	2,249.88	2,341.98
	MONTHLY	3,681.10	3,831.79	3,988.66	4,151.94	4,321.94	4,498.85	4,683.01	4,874.74	5,074.29
	ANNUAL	44,173.22	45,981.52	47,863.92	49,823.28	51,863.24	53,986.14	56,196.14	58,496.88	60,891.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR-EQUP-OPR-STR	HOURLY	25.2007	26.1707	27.1780	28.2241	29.3105	30.4387	31.6103	32.8270	34.0905
4055	BIWEEKLY	2,016.06	2,093.66	2,174.24	2,257.93	2,344.84	2,435.10	2,528.82	2,626.16	2,727.24
	MONTHLY	4,368.13	4,536.26	4,710.85	4,892.18	5,080.49	5,276.05	5,479.11	5,690.01	5,909.02
	ANNUAL	52,417.56	54,435.16	56,530.24	58,706.18	60,965.84	63,312.60	65,749.32	68,280.16	70,908.24

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR-MAIN-WRK-STR	HOURLY	25.0312	25.9779	26.9604	27.9801	29.0384	30.1366	31.2764	32.4593	33.6870
4060	BIWEEKLY	2,002.50	2,078.23	2,156.83	2,238.41	2,323.07	2,410.93	2,502.11	2,596.74	2,694.96
	MONTHLY	4,338.75	4,502.83	4,673.13	4,849.89	5,033.32	5,223.68	5,421.24	5,626.27	5,839.08
	ANNUAL	52,065.00	54,033.98	56,077.58	58,198.66	60,399.82	62,684.18	65,054.86	67,515.24	70,068.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
TRAFFIC-SIG-TECH	HOURLY	26.9078	27.8023	28.7266	29.6816	30.6684	31.6880	32.7414	33.8299	34.9546
4070	BIWEEKLY	2,152.62	2,224.18	2,298.13	2,374.53	2,453.47	2,535.04	2,619.31	2,706.39	2,796.37
	MONTHLY	4,664.01	4,819.06	4,979.28	5,144.82	5,315.85	5,492.59	5,675.17	5,863.85	6,058.80
	ANNUAL	55,968.12	57,828.68	59,751.38	61,737.78	63,790.22	65,911.04	68,102.06	70,366.14	72,705.62

EXHIBIT B **AFSCME SALARY TABLES -- FY 2023/2024**
CEMETERY/PARKS/STREETS/LIBRARY

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
FL-SRV-MECHANIC	HOURLY	26.4140	27.5052	28.6414	29.8246	31.0566	32.3395	33.6755	35.0666	36.5152
4005	BIWEEKLY	2,113.12	2,200.42	2,291.31	2,385.97	2,484.53	2,587.16	2,694.04	2,805.33	2,921.22
	MONTHLY	4,578.43	4,767.58	4,964.51	5,169.60	5,383.15	5,605.51	5,837.09	6,078.22	6,329.31
	ANNUAL	54,941.12	57,210.92	59,574.06	62,035.22	64,597.78	67,266.16	70,045.04	72,938.58	75,951.72
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
EQUIP-OPER-STR	HOURLY	23.4936	24.4054	25.3526	26.3366	27.3588	28.4206	29.5236	30.6695	31.8598
4010	BIWEEKLY	1,879.49	1,952.43	2,028.21	2,106.93	2,188.70	2,273.65	2,361.89	2,453.56	2,548.78
	MONTHLY	4,072.23	4,230.27	4,394.46	4,565.02	4,742.18	4,926.24	5,117.43	5,316.05	5,522.36
	ANNUAL	48,866.74	50,763.18	52,733.46	54,780.18	56,906.20	59,114.90	61,409.14	63,792.56	66,268.28
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
HORTICULTURIST	HOURLY	27.5177	28.5116	29.5414	30.6083	31.7139	32.8593	34.0461	35.2758	36.5499
4020	BIWEEKLY	2,201.42	2,280.93	2,363.31	2,448.66	2,537.11	2,628.74	2,723.69	2,822.06	2,923.99
	MONTHLY	4,769.74	4,942.02	5,120.51	5,305.43	5,497.07	5,695.60	5,901.33	6,114.46	6,335.31
	ANNUAL	57,236.92	59,304.18	61,446.06	63,665.16	65,964.86	68,347.24	70,815.94	73,373.56	76,023.74
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LIBR-ASST-I	HOURLY	21.6751	22.3735	23.0945	23.8387	24.6068	25.3997	26.2182	27.0630	27.9351
4025	BIWEEKLY	1,734.01	1,789.88	1,847.56	1,907.10	1,968.54	2,031.98	2,097.46	2,165.04	2,234.81
	MONTHLY	3,757.02	3,878.07	4,003.05	4,132.05	4,265.17	4,402.62	4,544.50	4,690.92	4,842.09
	ANNUAL	45,084.26	46,536.88	48,036.56	49,584.60	51,182.04	52,831.48	54,533.96	56,291.04	58,105.06
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LIBR-ASST-II	HOURLY	22.8963	23.7618	24.6601	25.5923	26.5598	27.5638	28.6058	29.6871	30.8094
4028	BIWEEKLY	1,831.70	1,900.94	1,972.81	2,047.38	2,124.78	2,205.10	2,288.46	2,374.97	2,464.75
	MONTHLY	3,968.68	4,118.70	4,274.42	4,435.99	4,603.69	4,777.72	4,958.33	5,145.77	5,340.29
	ANNUAL	47,624.20	49,424.44	51,293.06	53,231.88	55,244.28	57,332.60	59,499.96	61,749.22	64,083.50
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT-WRK-CMTR	HOURLY	23.6306	24.4041	25.2028	26.0277	26.8796	27.7594	28.6680	29.6064	30.5754
4040	BIWEEKLY	1,890.45	1,952.33	2,016.22	2,082.22	2,150.37	2,220.75	2,293.44	2,368.51	2,446.03
	MONTHLY	4,095.98	4,230.05	4,368.48	4,511.48	4,659.14	4,811.63	4,969.12	5,131.77	5,299.73
	ANNUAL	49,151.70	50,760.58	52,421.72	54,137.72	55,909.62	57,739.50	59,629.44	61,581.26	63,596.78
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT-WRK-STRTS	HOURLY	22.5417	23.4032	24.2976	25.2262	26.1903	27.1913	28.2304	29.3094	30.4295
4045	BIWEEKLY	1,803.34	1,872.26	1,943.81	2,018.10	2,095.22	2,175.30	2,258.43	2,344.75	2,434.36
	MONTHLY	3,907.24	4,056.56	4,211.59	4,372.55	4,539.64	4,713.15	4,893.27	5,080.29	5,274.45
	ANNUAL	46,886.84	48,678.76	50,539.06	52,470.60	54,475.72	56,557.80	58,719.18	60,963.50	63,293.36

EXHIBIT B **AFSCME SALARY TABLES -- FY 2023/2024**
CEMETERY/PARKS/STREETS/LIBRARY

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT-WRK-PRKS	HOURLY	21.8742	22.7697	23.7018	24.6721	25.6821	26.7335	27.8279	28.9671	30.1530
4050	BIWEEKLY	1,749.94	1,821.58	1,896.14	1,973.77	2,054.57	2,138.68	2,226.23	2,317.37	2,412.24
	MONTHLY	3,791.54	3,946.76	4,108.30	4,276.50	4,451.57	4,633.81	4,823.50	5,020.97	5,226.52
	ANNUAL	45,498.44	47,361.08	49,299.64	51,318.02	53,418.82	55,605.68	57,881.98	60,251.62	62,718.24
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT-WRK-WTRPK	HOURLY	21.8742	22.7697	23.7018	24.6721	25.6821	26.7335	27.8279	28.9671	30.1530
4051	BIWEEKLY	1,749.94	1,821.58	1,896.14	1,973.77	2,054.57	2,138.68	2,226.23	2,317.37	2,412.24
	MONTHLY	3,791.54	3,946.76	4,108.30	4,276.50	4,451.57	4,633.81	4,823.50	5,020.97	5,226.52
	ANNUAL	45,498.44	47,361.08	49,299.64	51,318.02	53,418.82	55,605.68	57,881.98	60,251.62	62,718.24
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR-EQUP-OPR-STR	HOURLY	25.9567	26.9558	27.9933	29.0708	30.1898	31.3518	32.5586	33.8118	35.1132
4055	BIWEEKLY	2,076.54	2,156.46	2,239.46	2,325.66	2,415.18	2,508.14	2,604.69	2,704.94	2,809.06
	MONTHLY	4,499.17	4,672.33	4,852.16	5,038.93	5,232.89	5,434.30	5,643.50	5,860.70	6,086.30
	ANNUAL	53,990.04	56,067.96	58,225.96	60,467.16	62,794.68	65,211.64	67,721.94	70,328.44	73,035.56
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR-MAIN-WRK-STR	HOURLY	25.7821	26.7572	27.7692	28.8195	29.9095	31.0407	32.2147	33.4331	34.6976
4060	BIWEEKLY	2,062.57	2,140.58	2,221.54	2,305.56	2,392.76	2,483.26	2,577.18	2,674.65	2,775.81
	MONTHLY	4,468.90	4,637.92	4,813.34	4,995.38	5,184.31	5,380.40	5,583.89	5,795.08	6,014.26
	ANNUAL	53,626.82	55,655.08	57,760.04	59,944.56	62,211.76	64,564.76	67,006.68	69,540.90	72,171.06
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
TRAFFIC-SIG-TECH	HOURLY	27.7150	28.6364	29.5884	30.5721	31.5884	32.6386	33.7236	34.8448	36.0032
4070	BIWEEKLY	2,217.20	2,290.91	2,367.07	2,445.77	2,527.07	2,611.09	2,697.89	2,787.58	2,880.26
	MONTHLY	4,803.93	4,963.64	5,128.65	5,299.17	5,475.32	5,657.36	5,845.43	6,039.76	6,240.56
	ANNUAL	57,647.20	59,563.66	61,543.82	63,590.02	65,703.82	67,888.34	70,145.14	72,477.08	74,886.76

EXHIBIT C

AFSCME SALARY TABLES -- FY 2024/2025
CEMETERY/PARKS/STREETS/LIBRARY

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
FLSRV-MECHANIC	HOURLY	27.2064	28.3303	29.5006	30.7193	31.9883	33.3097	34.6857	36.1186	37.6106
4005	BIWEEKLY	2,176.51	2,266.42	2,360.05	2,457.54	2,559.06	2,664.78	2,774.86	2,889.49	3,008.85
	MONTHLY	4,715.77	4,910.58	5,113.44	5,324.67	5,544.63	5,773.69	6,012.20	6,260.56	6,519.18
	ANNUAL	56,589.26	58,926.92	61,361.30	63,896.04	66,535.56	69,284.28	72,146.36	75,126.74	78,230.10
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
EQUIP-OPER-STR	HOURLY	24.1984	25.1376	26.1132	27.1267	28.1795	29.2732	30.4093	31.5896	32.8156
4010	BIWEEKLY	1,935.87	2,011.01	2,089.06	2,170.14	2,254.36	2,341.86	2,432.74	2,527.17	2,625.25
	MONTHLY	4,194.39	4,357.19	4,526.30	4,701.97	4,884.45	5,074.03	5,270.94	5,475.54	5,688.04
	ANNUAL	50,332.62	52,286.26	54,315.56	56,423.64	58,613.36	60,888.36	63,251.24	65,706.42	68,256.50
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
HORTICULTURIST	HOURLY	28.3433	29.3670	30.4277	31.5266	32.6653	33.8451	35.0675	36.3341	37.6464
4020	BIWEEKLY	2,267.46	2,349.36	2,434.22	2,522.13	2,613.22	2,707.61	2,805.40	2,906.73	3,011.71
	MONTHLY	4,912.83	5,090.28	5,274.14	5,464.62	5,661.98	5,866.49	6,078.37	6,297.92	6,525.37
	ANNUAL	58,953.96	61,083.36	63,289.72	65,575.38	67,943.72	70,397.86	72,940.40	75,574.98	78,304.46
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LIBR-ASST-I	HOURLY	22.3253	23.0447	23.7873	24.5538	25.3450	26.1617	27.0048	27.8750	28.7732
4025	BIWEEKLY	1,786.02	1,843.58	1,902.98	1,964.30	2,027.60	2,092.94	2,160.38	2,230.00	2,301.86
	MONTHLY	3,869.71	3,994.42	4,123.12	4,255.98	4,393.13	4,534.70	4,680.82	4,831.67	4,987.36
	ANNUAL	46,436.52	47,933.08	49,477.48	51,071.80	52,717.60	54,416.44	56,169.88	57,980.00	59,848.36
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LIBR-ASST-II	HOURLY	23.5831	24.4349	25.3175	26.2319	27.1794	28.1611	29.1782	30.2321	31.3241
4028	BIWEEKLY	1,886.65	1,954.79	2,025.40	2,098.55	2,174.35	2,252.89	2,334.26	2,418.57	2,505.93
	MONTHLY	4,087.74	4,235.38	4,388.37	4,546.86	4,711.09	4,881.26	5,057.56	5,240.24	5,429.52
	ANNUAL	49,052.90	50,824.54	52,660.40	54,562.30	56,533.10	58,575.14	60,690.76	62,882.82	65,154.18
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT-WRK-CMTR	HOURLY	24.3395	25.3359	26.3731	27.4528	28.5766	29.7465	30.9643	32.2319	31.4926
4040	BIWEEKLY	1,947.16	2,026.87	2,109.85	2,196.22	2,286.13	2,379.72	2,477.14	2,578.55	2,519.41
	MONTHLY	4,218.85	4,391.55	4,571.34	4,758.48	4,953.28	5,156.06	5,367.14	5,586.86	5,458.72
	ANNUAL	50,626.16	52,698.62	54,856.10	57,101.72	59,439.38	61,872.72	64,405.64	67,042.30	65,504.66
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT-WRK-STRTS	HOURLY	23.2179	24.1052	25.0265	25.9830	26.9760	28.0070	29.0774	30.1886	31.3424
4045	BIWEEKLY	1,857.43	1,928.42	2,002.12	2,078.64	2,158.08	2,240.56	2,326.19	2,415.09	2,507.39
	MONTHLY	4,024.43	4,178.24	4,337.93	4,503.72	4,675.84	4,854.55	5,040.08	5,232.70	5,432.68
	ANNUAL	48,293.18	50,138.92	52,055.12	54,044.64	56,110.08	58,254.56	60,480.94	62,792.34	65,192.14

EXHIBIT C

AFSCME SALARY TABLES – FY 2024/2025

CEMETERY/PARKS/STREETS/LIBRARY

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT-WRK-PRKS	HOURLY	22.5304	23.3915	24.2855	25.2136	26.1772	27.1777	28.2164	29.2947	31.0576
4050	BIWEEKLY	1,802.43	1,871.32	1,942.84	2,017.09	2,094.18	2,174.22	2,257.31	2,343.58	2,484.61
	MONTHLY	3,905.27	4,054.53	4,209.49	4,370.36	4,537.39	4,710.81	4,890.84	5,077.76	5,383.32
	ANNUAL	46,863.18	48,654.32	50,513.84	52,444.34	54,448.68	56,529.72	58,690.06	60,933.08	64,599.86

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT-WRK-WTRPK	HOURLY	22.5304	23.3915	24.2855	25.2136	26.1772	27.1777	28.2164	29.2947	31.0576
4051	BIWEEKLY	1,802.43	1,871.32	1,942.84	2,017.09	2,094.18	2,174.22	2,257.31	2,343.58	2,484.61
	MONTHLY	3,905.27	4,054.53	4,209.49	4,370.36	4,537.39	4,710.81	4,890.84	5,077.76	5,383.32
	ANNUAL	46,863.18	48,654.32	50,513.84	52,444.34	54,448.68	56,529.72	58,690.06	60,933.08	64,599.86

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR-EQUP-OPR-STR	HOURLY	26.7355	27.7646	28.8332	29.9430	31.0955	32.2924	33.5353	34.8261	36.1666
4055	BIWEEKLY	2,138.84	2,221.17	2,306.66	2,395.44	2,487.64	2,583.39	2,682.82	2,786.09	2,893.33
	MONTHLY	4,634.15	4,812.54	4,997.76	5,190.12	5,389.89	5,597.35	5,812.78	6,036.53	6,268.88
	ANNUAL	55,609.84	57,750.42	59,973.16	62,281.44	64,678.64	67,168.14	69,753.32	72,438.34	75,226.58

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR-MAIN-WRK-STR	HOURLY	26.5555	27.5599	28.6022	29.6840	30.8067	31.9719	33.1811	34.4361	35.7385
4060	BIWEEKLY	2,124.44	2,204.79	2,288.18	2,374.72	2,464.54	2,557.75	2,654.49	2,754.89	2,859.08
	MONTHLY	4,602.95	4,777.05	4,957.72	5,145.23	5,339.84	5,541.79	5,751.40	5,968.93	6,194.67
	ANNUAL	55,235.44	57,324.54	59,492.68	61,742.72	64,078.04	66,501.50	69,016.74	71,627.14	74,336.08

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
TRAFFIC-SIG-TECH	HOURLY	28.5465	29.4955	30.4761	31.4893	32.5361	33.6178	34.7354	35.8901	37.0833
4070	BIWEEKLY	2,283.72	2,359.64	2,438.09	2,519.14	2,602.89	2,689.42	2,778.83	2,871.21	2,966.66
	MONTHLY	4,948.06	5,112.55	5,282.53	5,458.14	5,639.60	5,827.08	6,020.80	6,220.96	6,427.76
	ANNUAL	59,376.72	61,350.64	63,390.34	65,497.64	67,675.14	69,924.92	72,249.58	74,651.46	77,133.16

EXHIBIT A

AFSCME SALARY TABLES – FY 2025-2026

CEMETERY/PARKS/STREETS/LIBRARY

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
FL SRV MECHANIC	Hourly	27.2100	28.3345	29.5054	30.7247	31.9944	33.3165	34.6933	37.6200
4005	Biweekly	2,176.80	2,266.76	2,360.43	2,457.97	2,559.55	2,665.32	2,775.47	3,009.60
	Monthly	4,716.40	4,911.31	5,114.26	5,325.61	5,545.69	5,774.87	6,013.51	6,520.80
	Annual	56,596.80	58,935.66	61,371.18	63,907.34	66,548.31	69,298.41	72,162.17	78,249.60

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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EQUIP OPER STR	Hourly	<u>24.2000</u>	<u>25.1394</u>	<u>26.1154</u>	<u>27.1292</u>	<u>28.1823</u>	<u>29.2764</u>	<u>30.4129</u>	<u>32.8200</u>
4010	Biweekly	<u>1,936.00</u>	<u>2,011.16</u>	<u>2,089.23</u>	<u>2,170.33</u>	<u>2,254.59</u>	<u>2,342.11</u>	<u>2,433.03</u>	<u>2,625.60</u>
	Monthly	<u>4,194.67</u>	<u>4,357.50</u>	<u>4,526.66</u>	<u>4,702.39</u>	<u>4,884.94</u>	<u>5,074.57</u>	<u>5,271.57</u>	<u>5,688.80</u>
	Annual	<u>50,336.00</u>	<u>52,290.06</u>	<u>54,319.97</u>	<u>56,428.68</u>	<u>58,619.26</u>	<u>60,894.87</u>	<u>63,258.82</u>	<u>68,265.60</u>
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
HORTICULTURIST	Hourly	<u>29.5400</u>	<u>30.4495</u>	<u>31.3869</u>	<u>32.3533</u>	<u>33.3494</u>	<u>34.3761</u>	<u>35.4345</u>	<u>37.6500</u>
4020	Biweekly	<u>2,363.20</u>	<u>2,435.96</u>	<u>2,510.96</u>	<u>2,588.26</u>	<u>2,667.95</u>	<u>2,750.09</u>	<u>2,834.76</u>	<u>3,012.00</u>
	Monthly	<u>5,120.27</u>	<u>5,277.91</u>	<u>5,440.40</u>	<u>5,607.90</u>	<u>5,780.56</u>	<u>5,958.53</u>	<u>6,141.98</u>	<u>6,526.00</u>
	Annual	<u>61,443.20</u>	<u>63,334.91</u>	<u>65,284.86</u>	<u>67,294.84</u>	<u>69,366.71</u>	<u>71,502.36</u>	<u>73,703.77</u>	<u>78,312.00</u>
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
LIBR ASST I	Hourly	<u>22.3300</u>	<u>23.0496</u>	<u>23.7925</u>	<u>24.5592</u>	<u>25.3507</u>	<u>26.1677</u>	<u>27.0110</u>	<u>28.7800</u>
4025	Biweekly	<u>1,786.40</u>	<u>1,843.97</u>	<u>1,903.40</u>	<u>1,964.74</u>	<u>2,028.06</u>	<u>2,093.41</u>	<u>2,160.88</u>	<u>2,302.40</u>
	Monthly	<u>3,870.53</u>	<u>3,995.27</u>	<u>4,124.03</u>	<u>4,256.93</u>	<u>4,394.12</u>	<u>4,535.73</u>	<u>4,681.90</u>	<u>4,988.53</u>
	Annual	<u>46,446.40</u>	<u>47,943.23</u>	<u>49,488.30</u>	<u>51,083.17</u>	<u>52,729.43</u>	<u>54,428.75</u>	<u>56,182.83</u>	<u>59,862.40</u>
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
LIBR ASST II	Hourly	<u>25.2300</u>	<u>25.9583</u>	<u>26.7076</u>	<u>27.4785</u>	<u>28.2717</u>	<u>29.0877</u>	<u>29.9273</u>	<u>31.6800</u>
4028	Biweekly	<u>2,018.40</u>	<u>2,076.66</u>	<u>2,136.60</u>	<u>2,198.28</u>	<u>2,261.73</u>	<u>2,327.02</u>	<u>2,394.19</u>	<u>2,534.40</u>
	Monthly	<u>4,373.20</u>	<u>4,499.43</u>	<u>4,629.31</u>	<u>4,762.94</u>	<u>4,900.42</u>	<u>5,041.87</u>	<u>5,187.41</u>	<u>5,491.20</u>
	Annual	<u>52,478.40</u>	<u>53,993.20</u>	<u>55,551.73</u>	<u>57,155.24</u>	<u>58,805.04</u>	<u>60,502.46</u>	<u>62,248.88</u>	<u>65,894.40</u>
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
MAINT WRK CMTRY	Hourly	<u>24.3400</u>	<u>25.1373</u>	<u>25.9608</u>	<u>26.8112</u>	<u>27.6895</u>	<u>28.5966</u>	<u>29.5334</u>	<u>31.5000</u>
4040	Biweekly	<u>1,947.20</u>	<u>2,010.99</u>	<u>2,076.86</u>	<u>2,144.90</u>	<u>2,215.16</u>	<u>2,287.73</u>	<u>2,362.67</u>	<u>2,520.00</u>
	Monthly	<u>4,218.93</u>	<u>4,357.14</u>	<u>4,499.87</u>	<u>4,647.28</u>	<u>4,799.52</u>	<u>4,956.74</u>	<u>5,119.12</u>	<u>5,460.00</u>
	Annual	<u>50,627.20</u>	<u>52,285.67</u>	<u>53,998.46</u>	<u>55,767.37</u>	<u>57,594.22</u>	<u>59,480.92</u>	<u>61,429.42</u>	<u>65,520.00</u>
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
MAINT WRK STRTS	Hourly	<u>23.2200</u>	<u>24.1079</u>	<u>25.0297</u>	<u>25.9868</u>	<u>26.9805</u>	<u>28.0122</u>	<u>29.0833</u>	<u>31.3500</u>
4045	Biweekly	<u>1,857.60</u>	<u>1,928.63</u>	<u>2,002.38</u>	<u>2,078.94</u>	<u>2,158.44</u>	<u>2,240.97</u>	<u>2,326.66</u>	<u>2,508.00</u>

Monthly	<u>4,024.80</u>	<u>4,178.70</u>	<u>4,338.49</u>	<u>4,504.38</u>	<u>4,676.62</u>	<u>4,855.44</u>	<u>5,041.11</u>	<u>5,434.00</u>
Annual	<u>48,297.60</u>	<u>50,144.40</u>	<u>52,061.82</u>	<u>54,052.56</u>	<u>56,119.43</u>	<u>58,265.32</u>	<u>60,493.27</u>	<u>65,208.00</u>

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
MAINT WRK PRKS	Hourly	<u>23.6000</u>	<u>24.4244</u>	<u>25.2775</u>	<u>26.1605</u>	<u>27.0743</u>	<u>28.0200</u>	<u>28.9987</u>	<u>31.0600</u>
4050	Biweekly	<u>1,888.00</u>	<u>1,953.95</u>	<u>2,022.20</u>	<u>2,092.84</u>	<u>2,165.94</u>	<u>2,241.60</u>	<u>2,319.90</u>	<u>2,484.80</u>
	Monthly	<u>4,090.67</u>	<u>4,233.56</u>	<u>4,381.44</u>	<u>4,534.48</u>	<u>4,692.87</u>	<u>4,856.80</u>	<u>5,026.45</u>	<u>5,383.73</u>
	Annual	<u>49,088.00</u>	<u>50,802.67</u>	<u>52,577.23</u>	<u>54,413.78</u>	<u>56,314.48</u>	<u>58,281.57</u>	<u>60,317.37</u>	<u>64,604.80</u>

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
MAINT WRK WTRPK	Hourly	<u>23.6000</u>	<u>24.4244</u>	<u>25.2775</u>	<u>26.1605</u>	<u>27.0743</u>	<u>28.0200</u>	<u>28.9987</u>	<u>31.0600</u>
4051	Biweekly	<u>1,888.00</u>	<u>1,953.95</u>	<u>2,022.20</u>	<u>2,092.84</u>	<u>2,165.94</u>	<u>2,241.60</u>	<u>2,319.90</u>	<u>2,484.80</u>
	Monthly	<u>4,090.67</u>	<u>4,233.56</u>	<u>4,381.44</u>	<u>4,534.48</u>	<u>4,692.87</u>	<u>4,856.80</u>	<u>5,026.45</u>	<u>5,383.73</u>
	Annual	<u>49,088.00</u>	<u>50,802.67</u>	<u>52,577.23</u>	<u>54,413.78</u>	<u>56,314.48</u>	<u>58,281.57</u>	<u>60,317.37</u>	<u>64,604.80</u>

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
SR EQUIP OPR STR	Hourly	<u>26.7400</u>	<u>27.7690</u>	<u>28.8375</u>	<u>29.9472</u>	<u>31.0996</u>	<u>32.2963</u>	<u>33.5391</u>	<u>36.1700</u>
4055	Biweekly	<u>2,139.20</u>	<u>2,221.52</u>	<u>2,307.00</u>	<u>2,395.78</u>	<u>2,487.97</u>	<u>2,583.71</u>	<u>2,683.13</u>	<u>2,893.60</u>
	Monthly	<u>4,634.93</u>	<u>4,813.29</u>	<u>4,998.51</u>	<u>5,190.85</u>	<u>5,390.60</u>	<u>5,598.03</u>	<u>5,813.45</u>	<u>6,269.47</u>
	Annual	<u>55,619.20</u>	<u>57,759.46</u>	<u>59,982.08</u>	<u>62,290.23</u>	<u>64,687.19</u>	<u>67,176.39</u>	<u>69,761.38</u>	<u>75,233.60</u>

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
SR MAINT WRK STR	Hourly	<u>26.5600</u>	<u>27.5641</u>	<u>28.6062</u>	<u>29.6876</u>	<u>30.8100</u>	<u>31.9747</u>	<u>33.1836</u>	<u>35.7400</u>
4060	Biweekly	<u>2,124.80</u>	<u>2,205.13</u>	<u>2,288.49</u>	<u>2,375.01</u>	<u>2,464.80</u>	<u>2,557.98</u>	<u>2,654.68</u>	<u>2,859.20</u>
	Monthly	<u>4,603.73</u>	<u>4,777.78</u>	<u>4,958.40</u>	<u>5,145.86</u>	<u>5,340.40</u>	<u>5,542.29</u>	<u>5,751.82</u>	<u>6,194.93</u>
	Annual	<u>55,244.80</u>	<u>57,333.34</u>	<u>59,500.83</u>	<u>61,750.27</u>	<u>64,084.74</u>	<u>66,507.47</u>	<u>69,021.80</u>	<u>74,339.20</u>

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
TRAFFIC SIG TEC	Hourly	<u>28.5500</u>	<u>29.4994</u>	<u>30.4803</u>	<u>31.4938</u>	<u>32.5410</u>	<u>33.6231</u>	<u>34.7411</u>	<u>37.0900</u>
4070	Biweekly	<u>2,284.00</u>	<u>2,359.95</u>	<u>2,438.42</u>	<u>2,519.50</u>	<u>2,603.28</u>	<u>2,689.85</u>	<u>2,779.29</u>	<u>2,967.20</u>
	Monthly	<u>4,948.67</u>	<u>5,113.22</u>	<u>5,283.25</u>	<u>5,458.93</u>	<u>5,640.45</u>	<u>5,828.00</u>	<u>6,021.80</u>	<u>6,428.93</u>
	Annual	<u>59,384.00</u>	<u>61,358.65</u>	<u>63,398.96</u>	<u>65,507.11</u>	<u>67,685.37</u>	<u>69,936.06</u>	<u>72,261.59</u>	<u>77,147.20</u>

RESOLUTION 2026-1

A RESOLUTION AUTHORIZING THE EXECUTION OF A LABOR AGREEMENT BETWEEN THE CITY OF GRAND ISLAND AND THE NEBRASKA PUBLIC EMPLOYEES, LOCAL 251 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (AFSCME).

WHEREAS, pursuant to Neb. Rev. Stat. §16-201, the City of Grand Island ("City") has the authority to enter into contracts and take actions necessary to exercise its corporate powers; and

WHEREAS, an employee bargaining unit of the City is represented by the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME); and

WHEREAS, representatives of the City and AFSCME have engaged in negotiations and reached a tentative agreement on the terms of a new labor contract; and

WHEREAS, the proposed labor agreement has been presented to the City Council for consideration and approval;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Grand Island, Nebraska, that the Mayor is hereby authorized and directed to execute the Labor Agreement between the City of Grand Island and AFSCME, Local 251, for the period of January 25, 2026, through September 30, 2028.

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Adopted by the City Council of the City of Grand Island, Nebraska, on January 13, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 7.f.

Subject: #2026-2 - Approving Extending Library Board Annual Report Deadline

Staff Contact: Celine Swan, Library Director or Kari Fisk, City Attorney

BACKGROUND:

Nebraska Revised Statute §51-213 requires the Library Board to produce and deliver a report to the City Council on the condition of its trust after the close of each year. That report has been historically prepared using software provided to the Grand Island Public Library by and through the Nebraska Library Commission. The historical software provider has went out of business and the Nebraska Library Commission is undergoing efforts to develop a replacement reporting survey; however Neb. Rev. Stat. §51-213 requires that the board make its report on or before the second Monday in February of each year to the City Council. As such, an extension of this reporting deadline is necessary.

DISCUSSION: In addition to general circulation reporting, Neb. Rev. Stat. 51-213 also requires certain financial reporting be made at least annually to the City Council. Since this statutes original adoption in 1911 technology has evolved in a manner which renders this information continuously available to both City Council and the general public via the City's Transparency Center. As such, the general purposes of this statute are already accomplished, rendering much of the required reporting duplicative.

Staff is requesting that this annual reporting be delayed until the first Council meeting in May to provide time for the Nebraska Library Commission to update their circulation reporting surveys, to give staff time to complete the same, and the Library Board time to certify an updated report.

FISCAL IMPACT: No fiscal impact

ALTERNATIVES: Move to Approve Resolution 2026-2

Move to Deny

Move to Continue

RECOMMENDATION: City Administration recommends approving Resolution 2026-2 which would delay the reporting required by Neb. Rev. Stat. 51-213 from February to May.

SAMPLE MOTION: Move to Approve Resolution 2026-2

ATTACHMENTS:

1. Resolution

RESOLUTION 2026-2

WHEREAS, the City of Grand Island operates a Public Library with the assistance of an appointed Library Board; and,

WHEREAS, Nebraska Revised Statute §51-213 requires the Library Board to produce and deliver a report to the City Council on the condition of its trust after the close of each year; and,

WHEREAS, that report has been historically prepared using software provided to the Grand Island Public Library by and through the Nebraska Library Commission; and,

WHEREAS, the historical software provider has went out of business and the Nebraska Library Commission is undergoing efforts to develop a replacement reporting survey; and,

WHEREAS, Neb. Rev. Stat. §51-213 requires that the board make its report on or before the second Monday in February of each year to the City Council; and,

WHEREAS, the general financial condition of the Library is available for continuous review by the City Council through resources not available at the time this statute was codified, including the City's Transparency Center portal available to all members of Council and the public, rendering much of the required reporting duplicative.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to facilitate implementation of new reporting methods by the Nebraska Library Commission, and to allow the Library Board time to update their report to reflect the same, the City Council does hereby waive its right to obtain the report outlined in Neb. Rev. Stat. §51-213 on or before the second Monday in February and requests that the Library Board provide their reporting at the first regularly scheduled City Council Meeting in May.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 13, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 7.g.

Subject: #2026-3 - Approving Contract for Lobbyist Services

Staff Contact: Patrick Brown

BACKGROUND:

The "Good Life District" legislation, officially known as the Good Life Transformational Projects Act, was passed in 2023 (LB727) and amended in 2024 (LB1317) as a significant initiative aimed at bolstering Nebraska's economy through entertainment, tourism, and business development. The Good Life District Economic Development Act was passed in 2024 (LB 1317) and created a voter approved and local tax revenue funded economic development system that leveraged the tax capacity provided by the State within an approved "Good Life District."

The Good Life Transformational Projects Act was adopted "to promote and develop the general and economic welfare of this state and its communities by providing support for unique Nebraska projects that will attract new industries and employment opportunities and further grow and strengthen Nebraska's retail, entertainment, and tourism industries." In addition, the Legislature determined that Good Life Districts will "encourage transformational development projects within the state that create jobs, infrastructure, and other improvements and attract and retain tourists and college graduates from around the state." Further, "such projects will (a) generate new economic activity, as well as additional state and local taxes from persons residing within and outside the state, (b) create new economic opportunities and jobs for residents, and (c) promote new-to-market retail, entertainment, and dining attractions." Neb. Rev Stat. 77-4402 (2023).

The Good Life District Economic Development Act (LB 1317) was adopted with the following purpose: "Municipalities in Nebraska are unable to effectively assist the development within good life districts formed pursuant to the Good Life Transformational Projects Act because of their inability under Nebraska law to raise sufficient capital to replace the state sales tax which is reduced when a good life district is established. Without an efficient replacement of such sales tax with local sources of revenue, development within good life districts will fall short of reaching the full potential intended by the Legislature when it enacted the Good Life

Transformational Projects Act, resulting in lower sales tax revenues for the state. To prevent such diminished revenues for the state and to promote local economic development where good life districts exist, local sources of revenue must be established which are tailored to meet the needs of the local community and benefit the state, if the voters in the municipality determine that it is in the best interest of their community to do so." Neb. Rev. Stat. 77-4409 (2024).

DISCUSSION: The Nebraska Legislature last significantly changed the Good Life District law in its 2025 session, primarily through [LB 707](#), which amended the original 2023 act by implementing new rules on taxes, eligible businesses (retail/entertainment), preventing eminent domain, and clarifying new business definitions. Prior to LB 707, annual revenues in the Good Life District was approximately \$7 to \$7.5 million. It is now capped at \$5m for existing businesses. Grand Island could still received more revenue if and when new to market businesses open in the Good Life District.

Key Changes from the 2025 Session:

- **Tax Rate Adjustment:** LB 707 returned the state sales tax rate in most GLDs to 5.5%, effective October 1, 2025, with some exceptions.
- **Business Eligibility:** The law now limits tax breaks to retail and entertainment businesses, excluding others.
- **Eminent Domain Ban:** Prevents the use of eminent domain within Good Life Districts.
- **New Business Definition:** Clarified "new-to-market" to mean businesses not currently within 40 miles of the project.
- **Capping revenues** at \$5 million for existing businesses.

City Administration recommends retaining Jensen Rogert Associates to help protect the Good Life District in Grand Island and the voter-approved local economic development program and funding stream. The City has solicited professional services from two lobbying firms without conflicts of interest and one declined representation due to existing client workload. In addition, waiting 15-30 days for quotes would be detrimental to City interests and so the Purchasing Agent is recommending using the City's municipal code section 27-13 for Emergency Procurements and due to the lobbyists familiarity to the Good Life District laws and nuances.

FISCAL IMPACT: The fiscal impact is \$3000 a month, not to exceed in \$30,000, and would be funded through Good Life District occupation tax revenue. Account 23911402-85207.

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 pass a resolution authorizing the Mayor to sign the contract for lobbying services with Jensen Rogert

Associates, Inc.

SAMPLE MOTION: Move to approve Contract with Jensen Rogert Associates, Inc.

ATTACHMENTS:

1. Contract
2. Resolution

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this day, by and between **JENSEN ♦ ROBERT ASSOCIATES, INC**, 625 S 14th St, Suite A, Lincoln, NE 68508, hereinafter called "CONSULTANT," and **CITY OF GRAND ISLAND**, hereinafter called "CLIENT." CONSULTANT and CLIENT may be referred to as "Party" in the singular and as "Parties" in the plural.

WHEREAS, CLIENT desires the services of CONSULTANT in the area of legislative and governmental representation; and

WHEREAS, CONSULTANT desires to perform such services for CLIENT;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties do hereby agree as follows:

1. **TERM:** This Agreement will become effective on November 1st, 2025 and shall continue until October 31st, 2026.
2. **SERVICES:** Commencing on the effective date, CONSULTANT agrees to provide professional representation in the Nebraska Legislature on any legislative bills, resolutions, amendments or studies relating to issues that affect CLIENT. CONSULTANT shall use its best professional judgment when rendering advice to CLIENT and when providing professional representation in the Nebraska Legislature on CLIENT'S behalf. CONSULTANT expressly gives no guarantee regarding outcome of the issue or issues for which CONSULTANT'S services are herein contracted.
3. **COMPENSATION:** CLIENT shall pay CONSULTANT for services provided hereunder at the following rate: Thirty Thousand Dollars (\$30,000.00) annually, payable in ten monthly installments of Three Thousand Dollars (\$3,000.00) upon presentation of statement from CONSULTANT.
4. **COMPENSATION FOR EXPENSES:** CLIENT shall pay CONSULTANT for necessary and actual out-of-pocket expenses incurred by CONSULTANT in the performance of services on behalf of CLIENT. The CLIENT shall be responsible for reimbursing the CONSULTANT for the annual lobbyist registration fee, which is currently \$300 per year.
5. **BILLING AND PAYMENT:** CONSULTANT shall submit its statement to CLIENT no later than the fifth (5th) day of each month. The statement shall reflect the total amount due as compensation and any expenses incurred. For all expenses, CONSULTANT shall provide with the statement for each expenditure, the date, occasion, participants, and amount, and shall include copies of receipts or other documentation as required in the Internal Revenue Code. CLIENT

shall pay CONSULTANT within thirty (30) days of receipt of statement. Interest on all past due accounts shall accrue at the rate of one percent (1%) per month until the date of payment.

6. CONFLICT OF INTEREST: During the term of this contract, CONSULTANT shall not perform any services on behalf of any enterprise in direct competition with CLIENT without CLIENT'S knowledge and prior consent. The Parties recognize that CONSULTANT is engaged in the profession of lobbying for a number of clients. From time to time, an issue of legislative concern may affect more than one of CONSULTANT'S clients. The Parties further recognize that the interests of CLIENT and other clients may not be compatible. Because of the time constraints inherent in any legislative session, the Parties also recognize that CONSULTANT may from time to time prorate time spent lobbying on behalf of CONSULTANT'S clients. Any conflicts of interest which arise with respect to any legislative issue as described herein shall be resolved in the following manner: (1) When the conflict involves a specific issue or legislative bill, the conflict will be resolved in favor of the client which has retained the lobbying services of CONSULTANT for the longest period of time. (2) When the conflict involves prioritization of time spent on any legislative issue or bill, the conflict will be resolved in favor of the client paying CONSULTANT the higher fee for services.

7. OWNERSHIP OF MATERIALS: The Parties recognize that CLIENT may make certain privileged or proprietary information available to CONSULTANT to assist in CONSULTANT'S preparation and understanding relative to CLIENT'S issues. CONSULTANT may prepare materials using information provided by CLIENT. All material and information developed by CONSULTANT pursuant to this Contract shall be and remain the exclusive property of CONSULTANT. Any materials, documents, or miscellaneous written information that CLIENT has made available to CONSULTANT in preparation for CONSULTANT'S representation of CLIENT shall be and remain the property of CLIENT. At CLIENT'S request, CONSULTANT shall return or destroy any such materials that are privileged or proprietary in nature.

8. WAIVER: The failure of either Party at any time to require performance of the other Party of any provision of this Contract shall in no way affect the right of the waiving Party thereafter to enforce the same. The waiver by either Party of any breach of a provision of the Contract shall not be held to be a waiver of any succeeding breach of such provision.

9. INDEMNIFICATION: Each Party hereby indemnifies and agrees to save the other Party, its officers, directors and employees harmless from and against all claims, suits, demands, damages, losses, costs and expenses brought by any person, firm or corporation for injuries to or the death of any person, or damage to or loss of property alleged to have arisen out of or in connection with either Party's performance hereunder.

10. INDEPENDENT CONTRACTOR: The Parties hereto agree that the services rendered by CONSULTANT in the fulfillment of the terms and obligations of the Contract shall be as an Independent Contractor and not as an employee, and CONSULTANT is not entitled to the benefits provided by CLIENT to its employees including, but not limited to, group insurance and

pension plan. Nor is CONSULTANT an agent, partner, or joint venturer of CLIENT.

11. **NEBRASKA ACCOUNTABILITY AND DISCLOSURE ACT:** CLIENT and CONSULTANT both shall abide by all applicable Federal and State laws, in particular Sections 49-1480 to 49-1492 of the Nebraska Accountability and Disclosure Act.

12. **NOTICES:** All notices required or permitted by the terms of this Contract shall be sent by regular United States mail, postage prepaid to the following addresses:

CONSULTANT: Jensen Rogert Associates
 Kent Rogert, President
 625 S 14th, Suite A
 Lincoln, NE 68508

CLIENT: City of Grand Island
 Roger G Steele, Mayor

 Grand Island, NE 68801

13. **ENTIRETY:** This Contract contains the entire agreement between the Parties and there are no oral promises, agreements, or warranties affecting it.

14. **COUNTERPART:** This Contract may be executed in two (2) or more counterparts, each of which shall be an original but all of which together shall constitute one and the same Contract.

ACCORDINGLY, the Parties have duly executed this Contract effective as of the date first hereinabove set forth.

CONSULTANT:
KENT ROBERT

CLIENT:

By: _____

By: _____

Title: _____

Title: _____

RESOLUTION 2026-3

WHEREAS, the City's of Grand Island Administration is looking for lobbyist services for the Good Life District legislation; and

WHEREAS, the Purchasing Agent is using City code section 27-13 for Emergency Procurement due to timing and potential detriment to the City; and

WHEREAS, the City of Grand Island and Jense Rogert Assoicates, Inc. enter into an agreement for lobbyist services pertaining to the City's Good Life District; and

WHEREAS, this agreement shall be for one year with a total contract amount not to exceed \$30,000 and reimbursements not to exceed the items listed in contract, anticipated to be approximately \$300; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with Jensen Rogert Associates, Inc. is hereby accepted and approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island and to take all other actions necessary to effect the purpose of this resolution.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 13, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 7.h.

Subject: #2026-4 - Approving Bid Award for Crushed Rock for 2026

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

BACKGROUND: On December 17, 2025 the Solid Waste Division of the Public Works Department advertised for bids for the purchase of Crushed Rock for 2026 to be used as stabilization of the roadway at the landfill throughout the 2026 calendar year.

DISCUSSION: Two (2) bids were received and opened on January 6, 2026. The bids were submitted in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein with no exceptions.

Material	Primary Award	Secondary Award
3" Minus Crushed Concrete Delivered	Dobesh Land Leveling, LLC \$32.86 per ton	Ashland Road Excavating \$68.50 per ton
4"-6" Coarse Crushed Concrete Delivered	Dobesh Land Leveling, LLC \$36.95 per ton	Ashland Road Excavating \$68.50 per ton
47-B Limestone Rock Delivered	Ashland Road Excavating \$82.50 per ton	No Bid

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

FISCAL IMPACT: Funds will be paid out of 50530043-85545.

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

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

RECOMMENDATION: City Administration recommends that the Council approve the purchase of Crushed Rock for 2026 according to the bid award recommendation.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Dobesh Land Leveling, LLC Agreement
2. Ashland Road Excavating Agreement
4. Resolution

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2026, by and between **DOBESH LAND LEVELING, LLC**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

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

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

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

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

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

3" Minus Crushed Concrete Delivered	\$32.86 per ton
4"- 6" Coarse Crushed Concrete Delivered	\$36.95 per ton

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

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

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

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

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

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

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

DOBESH LAND LEVELING, LLC

By _____

Date _____

Title _____

CITY OF GRAND ISLAND NEBRASKA

By _____

Date _____

Mayor

Attest _____

City Clerk

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

Date _____

Attorney for the City

APPENDIX A – TITLE VI NON-DISCRIMINATION -

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

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

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

CONTRACT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

3" Minus Crushed Concrete Delivered	\$68.50 per ton
4"- 6" Coarse Crushed Concrete Delivered	\$68.50 per ton
47-B Limestone Rock Delivered	\$82.50 per ton

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

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

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

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

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

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

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

ASHLAND ROAD EXCAVATING

By _____

Date _____

Title _____

CITY OF GRAND ISLAND NEBRASKA

By _____
Mayor

Date _____

Attest _____
City Clerk

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

Attorney for the City

Date _____

APPENDIX A – TITLE VI NON-DISCRIMINATION -

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

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

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

RESOLUTION 2026-4

WHEREAS, the City of Grand Island invited sealed bids for furnishing and delivering Crushed Rock for 2026 for the Solid Waste Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on January 6, 2026, bids were received, opened and reviewed; and all bids were submitted in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein; and

WHEREAS, in order to ensure the availability of crushed rock for the City's projects during times of high demand, staff recommends the award of primary and secondary contracts for each type of crushed rock material to Dobesh Land Leveling, LLC and Ashland Road Excavating, as the low bidders and second lowest bidders for each type of material.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the award of primary and secondary contracts for Crushed Rock 2026 to the bidders listed below is hereby approved;

Material	Primary Award	Secondary Award
3" Minus Crushed Concrete Delivered	Dobesh Land Leveling, LLC \$32.86 per ton	Ashland Road Excavating \$68.50 per ton
4" - 6" Coarse Crushed Concrete Delivered	Dobesh Land Leveling, LLC \$36.95 per ton	Ashland Road Excavating \$68.50 per ton
47-B Limestone Rock Delivered	Ashland Road Excavating \$82.50 per ton	No Bid

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute a contract with such contractors for such material 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, January 13, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 7.i.

Subject: #2026-5 - Approving Temporary Construction Easement for Stolley Park Road-South Locust Street to Stuhr Road Paving Improvements; Project No. 2024-P-4 (Walker)

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

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

To accommodate such improvements a temporary construction easement is necessary.

DISCUSSION: A temporary construction easement is needed for the reconstruction of Stolley Park Road from South Locust Street to Stuhr Road. All property acquisitions and negotiations were handled by a third party, Midwest ROW of Omaha, Nebraska, who worked with the affected property owner to sign the necessary documents to grant the property, as shown on the attached sketch. Payment to the affected property owner totals \$4,040.00, as detailed on the resolution.

FISCAL IMPACT: Funds will be paid out of 2100000-1100-40067.

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

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

RECOMMENDATION: City Administration recommends that the Council approve the Temporary Construction Easement between the City of Grand Island and the affected property owner for Stolley Park Road- South Locust Street to Stuhr Road Paving Improvements; No. 2024-P-4, in the total amount of \$4,040.00.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Resolution
2. Temporary Easement Exhibit

R E S O L U T I O N 2026-5

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

<i>Property Owner</i>	<i>Legal Description</i>	<i>Cost</i>
James R Walker and Kathie A Walker	<p>A TEMPORARY EASEMENT CONSISTING OF A TRACT OF LAND, BEING A PART OF LOT 2, B & C SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, B & C SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE EXISTING SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF STOLLEY PARK ROAD AND THE WEST LINE OF SAID LOT 2, ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID EXISTING SOUTH R.O.W. LINE, ON AN ASSUMED BEARING OF N65°12'43"E, A DISTANCE OF 443.11 FEET TO THE POINT OF INTERSECTION OF SAID EXISTING SOUTH R.O.W. LINE AND THE NEW SOUTH LINE OF STOLLEY PARK ROAD R.O.W., SAID POINT ALSO THE BEGINNING OF A NON-TANGENT CURVE; THENCE EASTERLY CONTINUING ALONG SAID NEW R.O.W., ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 026°19'28" AND A CHORD WHICH BEARS N78°22'27"E, A DISTANCE OF 141.18 FEET; THENCE CONTINUING ALONG SAID NEW ROAD R.O.W. S88°27'49"E, A DISTANCE OF 35.92 FEET; THENCE CONTINUING ALONG SAID NEW ROAD R.O.W. S42°30'01"E, A DISTANCE OF 45.52 FEET TO A POINT ON THE WEST LINE OF STUHR ROAD R.O.W.; THENCE ALONG SAID WEST ROAD R.O.W. LINE S03°21'54"W, A DISTANCE OF 19.02 FEET; THENCE N84°33'54"W A DISTANCE OF 121.23 FEET; THENCE S66°23'18"W A DISTANCE OF 517.24 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE ALONG SAID WEST LINE N18°11'13"W, A DISTANCE OF 36.81 TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 26912 SQUARE FEET MORE OR LESS.</p>	\$4,040.00

Total= \$4,040.00

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.

- - -

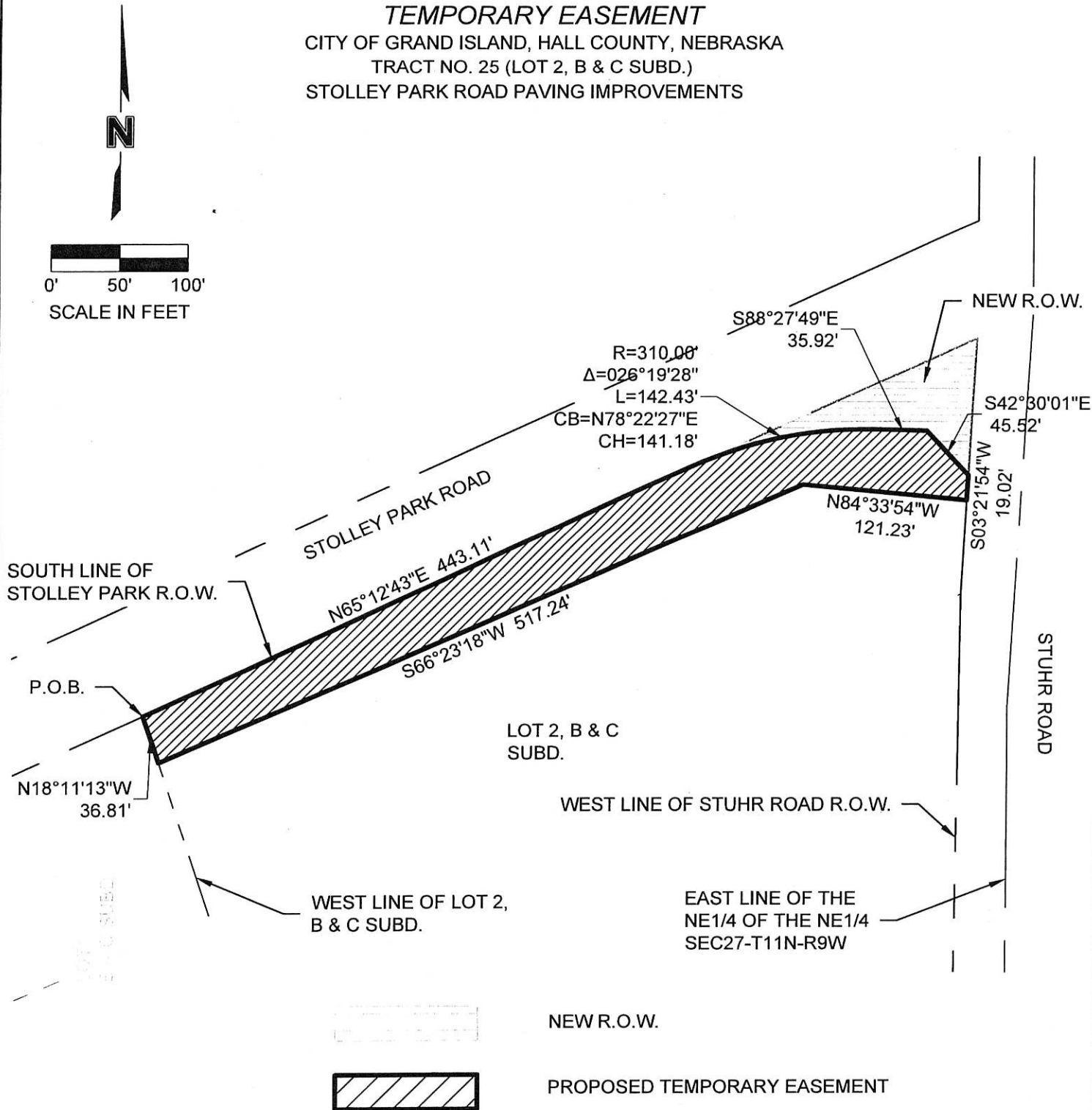
Adopted by the City Council of the City of Grand Island, Nebraska, January 13, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk

TEMPORARY EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 25 (LOT 2, B & C SUBD.)
STOLLEY PARK ROAD PAVING IMPROVEMENTS



EASEMENT DESCRIPTION

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

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, B & C SUBD., SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE EXISTING SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF STOLLEY PARK ROAD AND THE WEST LINE OF SAID LOT 2, ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID EXISTING SOUTH R.O.W. LINE, ON AN ASSUMED BEARING OF N65°12'43"E, A DISTANCE OF 443.11 FEET TO THE POINT OF INTERSECTION OF SAID EXISTING SOUTH R.O.W. LINE AND THE NEW SOUTH LINE OF STOLLEY PARK ROAD R.O.W., SAID POINT ALSO THE BEGINNING OF A NON-TANGENT CURVE; THENCE EASTERLY, CONTINUING ALONG SAID NEW R.O.W., ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 026°19'28" AND A CHORD WHICH BEARS N78°22'27"E, A DISTANCE OF 141.18 FEET; THENCE CONTINUING ALONG SAID NEW ROAD R.O.W. S88°27'49"E, A DISTANCE OF 35.92 FEET; THENCE CONTINUING ALONG SAID NEW ROAD R.O.W. S42°30'01"E, A DISTANCE OF 45.52 FEET TO A POINT ON THE WEST LINE OF STUHR ROAD R.O.W.; THENCE ALONG SAID WEST ROAD R.O.W. LINE S03°21'54"W, A DISTANCE OF 19.02 FEET; THENCE N84°33'54"W A DISTANCE OF 121.23 FEET; THENCE S66°23'18"W A DISTANCE OF 517.24 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE ALONG SAID WEST LINE N18°11'13"W, A DISTANCE OF 36.81 TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 26912 SQUARE FEET MORE OR LESS.

	201 East 2nd Street Grand Island, NE 68801 olsson.com TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
		25



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 7.j.

Subject: #2026-6 - Approving Purchase of One (1) 2026 Chevrolet Silverado 3500, 4x4, Crew Cab Pickup with Utility Body for the Streets Division of the Public Works Department

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

BACKGROUND: The Streets Division of the Public Works Department budgeted funds in fiscal year 2025/2026 for a new pickup with utility body.

The new unit will be used as the primary service vehicle for traffic signal maintenance. The utility body will allow the traffic signal crew to carry all the essential tools and replacement parts when conducting repairs and maintenance. The crew cab will allow for additional inside storage when transporting sensitive electrical components between the shop and the job site. The vehicle currently used for these functions will be rotated down to a general work truck replacing unit 210.

A $\frac{3}{4}$ ton pickup was originally called out for purchase but to get the heavy-duty suspension needed for the weight of the utility body holding all the tools/parts the truck had to move up to a one ton. Even with this upgrade, the pick-up truck is under the amount budgeted.

Unit 210 is a 2008 Ford F-150 with 116,406 miles and a repair cost to purchase price ratio of 1.51. The vehicle will be offered to other Divisions before being sold as surplus. Pictures and inspection form are attached.

DISCUSSION: The vehicle specifications awarded under State of Nebraska Contract No. 16215 OC to Sid Dillon Ford Inc of Wahoo, Nebraska meet all the requirements for the Streets Division. The purchase price of the 2026 Chevrolet Silverado 3500, 4x4, crew cab pick-up with utility body under the State of Nebraska Contract is \$77,933.00.

FISCAL IMPACT: Funds will be paid out of 41033501-85625.

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

1. Move to approve

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

RECOMMENDATION: City Administration recommends that the Council approve the purchase of a 2026 Chevrolet Silverado 3500, 4x4, crew cab pick-up with utility body using the State of Nebraska Contract No. 16215 OC awarded to Sid Dillon Ford Inc of Wahoo, Nebraska for a purchase price of \$77,933.00.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. State of NE Contract
2. Unit 210 Pictures
3. Unit 210 Inspection
5. Resolution

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
16215 OC

PAGE 1 of 2	ORDER DATE 09/25/25
BUSINESS UNIT 9000	BUYER BRENDA SENSIBAUGH (AS)
VENDOR NUMBER: 2131702	
VENDOR ADDRESS: SID DILLON FORD INC 1750 COUNTY ROAD J WAHOO NE 68066-4014	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

SEPTEMBER 29, 2025 THROUGH SEPTEMBER 28, 2026

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 122380 O8

Contract to supply and deliver Vehicle Market Basket (General Motors) to the State of Nebraska.

This is the initial term of the contract.

The contract may be renewed for one (1) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Point of Contact:
Name: Ron Fullerton
Phone: (402) 540- 7578
E-Mail: Ron.Fullerton@Siddillon.com

For price sheet see, attachments A1.0 - C1.0.
For options price sheet, see attachments D1.0 - F1.0.
For minimum required specifications, see attachment G1.0.
For delivery instructions, see attachment H1.0.

(JR 09/25/2025)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	GENERAL MOTORS VEHICLE MARKET BASKET SEE ATTACHMENT A1.0 SEE ATTACHMENT B1.0 SEE ATTACHMENT C1.0	900,000.0000	\$	1.0000
2	GENERAL MOTORS OPTIONS SEE ATTACHMENT D1.0	500,000.0000	\$	1.0000

DS


DocuSigned by:
Brenda Sensibaugh 9/26/2025
F8D079AE588F419 BUYER

DocuSigned by:
 9/30/2025
D5D6C0E236ED496... MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
16215 OC

PAGE 2 of 2	ORDER DATE 09/25/25
BUSINESS UNIT 9000	BUYER BRENDA SENSIBAUGH (AS)
VENDOR NUMBER: 2131702	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SEE ATTACHMENT E1.0			
	SEE ATTACHMENT F1.0			



DS
BS

BUYER INITIALS

16215 OC Attachment A1.0 General Motors Light Duty Trucks									
Bid Code	Make	Model	Cab	Bed	Year or Current Production Year	Body style	Manufacturer Base/ Regular Order Code		
C12	Chevorlet	Silverado 1500						2.7L TurboMax	
C12A1	Chevorlet	Silverado 1500	Reg	6'6"	2026	Truck	Work Truck	\$ 32,157.00	
C12B1	Chevorlet	Silverado 1500	Reg	6'6"	2026	Truck	WT	\$ 35,840.00	
C12	Chevorlet	Silverado 1500						2.7L TurboMax	5.3L EcoTec3 V8
C12C1	Chevorlet	Silverado 1500	Reg	8'	2026	Truck	WT	\$ 32,344.00	
C12D1	Chevorlet	Silverado 1500	Reg	8'	2026	Truck	WT	\$ 36,023.00	\$ 38,713.00
C12	Chevorlet	Silverado 1500						3.0L Duramax® Turbo-Diesel	
C12E	Chevorlet	Silverado 1500	Double	6'6"	2026	Truck	LT	\$ 43,608.00	
C12F	Chevorlet	Silverado 1500	Double	6'6"	2026	Truck	LT	\$ 46,010.00	
C12	Chevorlet	Silverado 1500						3.0L Duramax® Turbo-Diesel	
C12G	Chevorlet	Silverado 1500	Crew	5'8"	2026	Truck	LT	\$ 45,118.00	
C12H	Chevorlet	Silverado 1500	Crew	5'8"	2026	Truck	LT	\$ 47,534.00	

16215 OC Attachment B1.0 General Motors Heavy Duty Trucks										
Bid Code	Make	Model	Cab	Bed	Year or Current Production Year	Body style	Manufacturer Base/ Regular Order Code	Drive	Sid Dillon Chevrolet	
C13	Chevorlet	Silverado HD 2500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8
C13B	Chevorlet	Silverado HD 2500	Reg	8'	2026	Truck	LT	4WD	\$ 46,043.00	\$ 54,934.00
C13H	Chevorlet	Silverado HD 2500	Crew	6'9"	2026	Truck	LT	4WD	\$ 48,533.00	\$ 57,423.00
C13	Chevorlet	Silverado HD 2500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8
C13J	Chevorlet	Silverado HD 2500	Crew	8'	2026	Truck	LT	4WD	\$ 49,767.00	\$ 58,658.00
C14	Chevorlet	Silverado HD 3500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8
C14B	Chevorlet	Silverado HD 3500	Reg	8'	2026	Truck	LT	4WD	\$ 47,130.00	\$ 56,021.00
C14	Chevorlet	Silverado HD 3500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8
C14D	Chevorlet	Silverado HD 3500	Double	8'	2026	Truck	LT	4WD	\$ 48,023.00	\$ 56,914.00
C14	Chevorlet	Silverado HD 3500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8
C14F	Chevorlet	Silverado HD 3500	Crew	6'9"	2026	Truck	LT	4WD	\$ 49,673.00	\$ 58,564.00
C14G	Chevorlet	Silverado HD 3500	Crew	8'	2026	Truck	LT	2WD	\$ 49,853.00	\$ 58,744.00

16215 OC Attachment C1.0 General Motors Emergency Services							
Bid Code	Make	Model	Year or Current Production Year	Body style	Drive		
C19	Chevorlet	Silverado 1500 Special Service				5.3L EcoTec3 V8 engine	
C19B	Chevrolet	Silverado 1500 Special Service	2026	Truck	4WD	\$ 42,583.00	
C20	Chevrolet	Silverado 1500 Police Pursuit				5.3L EcoTec3 V8 engine	
C20A	Chevrolet	Silverado 1500 Police Pursuit	2026	Truck	4WD	\$ 45,663.00	
C23	Chevrolet	Express Transport Van				4.3L V6 engine	6.6L gas V8 engine
C23A	Chevrolet	Express Transport Van 2500	2026	Regular	RWD	\$ 36,753.00	\$ 38,397.00
C23B	Chevrolet	Express Transport Van 3500	2026	Regular	RWD	\$ 39,933.00	\$ 41,767.00
C23C	Chevrolet	Express Transport Van 3500	2026	Extended	RWD	\$ 40,653.00	\$ 42,487.00
Electric Vehicle							

16215 OC
Attachment D1.0
GENERAL MOTORS (GM) - Options
NON-CORE/ CATALOG OPTIONS

Provide a Standard percentage (%) discount for additional options not listed or that may have not been released at the time of this bid.

3%

NOTE: DISCOUNT PRECENT(%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP

GM- Truck			Addition al Key/	Remote Vehicle	Protectiv e Vinyl	Reverse Sensing	Trailer/T owing	Extra Cost	Intergrat ed Brake	**Runnin g Boards	Front/ Rear	All Weather	Back up Camrea	Aluminum Toolbox	All Season	Aluminum Bed
C11	Chevrolet	Colorado														
C11A	Chevrolet	Colorado	450		Call	STD	985	595	985	Call	Call	280	STD	Call	350	Call
C11B	Chevrolet	Colorado	450	400	Call	STD	985	595	985	Call	Call	280	STD	Call	350	Call
C11C	Chevrolet	Colorado	450		Call	STD	985	595	985	Call	Call	280	STD	Call	350	Call
C11D	Chevrolet	Colorado	450	400	Call	STD	985	595	985	Call	Call	280	STD	Call	350	Call
C12	Chevorlet	Silverado 1500														
C12A1	Chevorlet	Silverado 1500	450		Call	STD	895	595	895	Call	Call	280	STD	Call	Call	Call
C12B1	Chevorlet	Silverado 1500	450		Call	STD	895	595	895	Call	Call	280	STD	Call	Call	Call
C12	Chevorlet	Silverado 1500														
C12C2	Chevorlet	Silverado 1500	450		Call	STD	895	595	895	Call	Call	280	STD	Call	Call	Call
C12D2	Chevorlet	Silverado 1500	450		Call	STD	895	595	895	Call	Call	280	STD	Call	Call	Call
C12	Chevorlet	Silverado 1500														
C12E	Chevorlet	Silverado 1500	450	400	Call	STD	895	595	895	Call	Call	280	STD	Call	Call	Call
C12F	Chevorlet	Silverado 1500	450	400	Call	STD	895	595	895	Call	Call	280	STD	Call	Call	Call
C12	Chevorlet	Silverado 1500														
C12G	Chevorlet	Silverado 1500	450	400	Call	STD	895	595	895	Call	Call	280	STD	Call	Call	Call
C12H	Chevorlet	Silverado 1500	450	400	Call	STD	895	595	895	Call	Call	280	STD	Call	Call	Call
GM- Truck			Front & Rear	Spray in Bed	Fibergl ass Bed	Tonne au Cover	Tonne au Cover	Locking Tailgate	Utility Box Paint	Snow Plow V	Snow plow					
C11	Chevrolet	Colorado														
C11A	Chevrolet	Colorado	Call	475	Call	Call	Call	STD	Call	Call						
C11B	Chevrolet	Colorado	Call	475	Call	Call	Call	STD	Call	Call						
C11C	Chevrolet	Colorado	Call	475	Call	Call	Call	STD	Call	Call						
C11D	Chevrolet	Colorado	Call	475	Call	Call	Call	STD	Call	Call						
C12	Chevorlet	Silverado 1500														
C12A1	Chevorlet	Silverado 1500	Call	475	Call	Call	Call	STD	Call	Call	Call					
C12B1	Chevorlet	Silverado 1500	Call	475	Call	Call	Call	STD	Call	Call	Call					
C12	Chevorlet	Silverado 1500														
C12C1	Chevorlet	Silverado 1500	Call	475	Call	Call	Call	STD	Call	Call	Call					
C12D1	Chevorlet	Silverado 1500	Call	475	Call	Call	Call	STD	Call	Call	Call					
C12	Chevorlet	Silverado 1500														
C12E	Chevorlet	Silverado 1500	Call	475	Call	Call	Call	STD	Call	Call	Call					
C12F	Chevorlet	Silverado 1500	Call	475	Call	Call	Call	STD	Call	Call	Call					
C12	Chevorlet	Silverado 1500														
C12G	Chevorlet	Silverado 1500	Call	475	Call	Call	Call	STD	Call	Call	Call					
C12H	Chevorlet	Silverado 1500	Call	475	Call	Call	Call	STD	Call	Call	Call					

16215 OC Attachment E1.0 GENERAL MOTORS (GM) - Options *NON-CORE/ CATALOG OPTIONS*															
If marked with (**) provide Manufacturer Brochure or specification related documents															
Provide a Standard percentage (%) discount for additional options not listed or that may have not been released at the time of this bid. NOTE: DISCOUNT PRECENT(%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP													3%		

GM- Truck			Spray in Bed liner	Front & Rear Splashguards	Protective Vinyl Body	Tonneau Cover soft	Tonneau Cover Hard	Fiberglass Bed Topper	Running Boards	Front/ Rear Splash Gards	All Weather	Aluminum Toolbox	Aluminum Bed Topper			
C13	Chevorlet	Silverado HD 2500														
C13B	Chevorlet	Silverado HD 2500	475	Call	Call	Call	Call	Call	Call	Call	Call	Call	Call			
C13	Chevorlet	Silverado HD 2500														
C13H	Chevorlet	Silverado HD 2500	475	Call	Call	Call	Call	Call	Call	Call	Call	Call	Call			
C13	Chevorlet	Silverado HD 2500														
C13J	Chevorlet	Silverado HD 2500	475	Call	Call	Call	Call	Call	Call	Call	Call	Call	Call			
C14	Chevorlet	Silverado HD 3500														
C14B	Chevorlet	Silverado HD 3500	475	Call	Call	Call	Call	Call	Call	Call	Call	Call	Call			
C14	Chevorlet	Silverado HD 3500														
C14D	Chevorlet	Silverado HD 3500	475	Call	Call	Call	Call	Call	Call	Call	Call	Call	Call			
C14	Chevorlet	Silverado HD 3500														
C14F	Chevorlet	Silverado HD 3500	475	Call	Call	Call	Call	Call	Call	Call	Call	Call	Call			
C14H	Chevorlet	Silverado HD 3500	475	Call	Call	Call	Call	Call	Call	Call	Call	Call	Call			

16215 OC
Attachment F1.0
GENERAL MOTORS (GM) - Options
NON-CORE/ CATALOG OPTIONS

Provide a Standard percentage (%) discount for additional options not listed or that may have not been released at the time of this bid.

NOTE: DISCOUNT PRECENT(%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP

3%

GM - Police			Additional Key/	Remote Vehicle	Remote Keyless	Trailer Package	Reverse Sensing	Auxiliary Battery	Front/ Rear	Running Boards	Alternator High	100 Watt Siren	Extra Cost	All Season
C19	Chevrolet	Silverado 1500 Special Service												
C19B	Chevrolet	Silverado 1500 Special Service	450	Call	STD	425	1140	Call	Call	Call	Included	Call	650	Call
C20	Chevrolet	Silverado 1500 Police Pursuit												
C20A	Chevrolet	Silverado 1500 Police Pursuit	450	Call	STD	425	1140	Call	Call	Call	Included	Call	650	Call
C23	Chevrolet	Express Transport Van												
C23A	Chevrolet	Express Transport Van 2500	450	Call	STD	425	3105	Call	Call	Call	Included	Call		Call
C23B	Chevrolet	Express Transport Van 3500	450	Call	STD	425	3105	Call	Call	Call	Included	Call		Call
C23C	Chevrolet	Express Transport Van 3500	450	Call	STD	425	3105	Call	Call	Call	Included	Call		Call
GM - Police			Disconnect	Driver Side Spot	Dual Side Spot light	Cargo Dome	Dome Lamp	Bluetooth hands	Sentinel Push	Additional Power	Deep Tint	Rear Trunk	Alternating	Pro-Gard
C19	Chevrolet	Silverado 1500 Special Service												
C19B	Chevrolet	Silverado 1500 Special Service	90	Call	Call	Call	Call	STD	Call	Call	Call	Call	Call	Call
C20	Chevrolet	Silverado 1500 Police Pursuit												
C20A	Chevrolet	Silverado 1500 Police Pursuit	90	Call	Call	Call	Call	STD	Call	Call	Call	Call	Call	Call
C23	Chevrolet	Express Transport Van												
C23A	Chevrolet	Express Transport Van 2500		Call	Call	Call	Call		Call	Call	Call	Call	Call	Call
C23B	Chevrolet	Express Transport Van 3500		Call	Call	Call	Call		Call	Call	Call	Call	Call	Call
C23C	Chevrolet	Express Transport Van 3500		Call	Call	Call	Call		Call	Call	Call	Call	Call	Call

16215 OC

Attachment G1.0

Minimum Required Specifications

NON-COMPLIANCE STATEMENT:

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your solicitation response. Non-compliance to any single specification can void your solicitation response.

Yes	No	No & Provide Alternative	Minimum Required Specifications (All items should be Original Equipment Manufacturer (OEM))	Notes/ Comments
X			Heating/ Air Conditioning w/ Controls	
X			Automatic Transmission	
X			Power Steering	
X			Power Windows	
X	x		Tilt /Expandable steering wheel	T+H
X			Power Locks	
X			AM/FM Radio	
X			Full Carpeting or Rubberized Floor Covering	
X			Floor Mats all areas	
X			Two Keys/ Key fobs with Keyless Entry	
X			Front & Rear License Plate Bracket	
X			Factory Headlights - High beam/ Low beam	
X			Mirrors (Side view and Rear view) Heated	
X			Parking Lights	
X			Dome light	
X			Tailights	
X			Reverse lights	
X			Hazard and Breaking lights	
X			Turn signals	
X			Safety Glass All Windows	
X			Lighting Controls	
X			Cruise Control with Controls	
		x	OEM Road side Assistance kit (To include but not limited to: carrying case, 3 DOT Compliant Warning Triangles, 1A:10BC Fire Extinguisher, Reflective safety vest, First aid kit w/assorted bandages)	
x			Tire Removal kit (To include but not limited to: Vehicle Jack, Tire lug nut removal tool, Anti theft lugnut tool (if applicable))	
x			Full Size Spare Tire (If full size spare tire is not applicable, vendor must reach out to agency for acceptable replacement.)	
x			Vehicle 100% Operatability and Road ready	
x			All Fluids necessary for operation at full level	
x			Quarter (1/4) tank of fuel upon delivery	

16215 OC

Attachment H1.0

Delivery Instructions

NON-COMPLIANCE STATEMENT:

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your solicitation response. Non-compliance to any single specification can void your solicitation response.

Price for drop shipment charges per mile outside the lincoln area. (Drop shipment charges apply to vehicles purchased by political subdivisions and other divisions of government)				\$__1____ per one (1) mile
Yes	No	No & Provide Alternative	Delivery Instructions	Notes/ Comments
Yes			All vehicles shall be delivered FOB Destination to the location on the purchase order in Lincoln, Nebraska in accordance with the Delivery Schedule shown on the purchase order.	
Yes			Vehicles are to be road ready, fully equipped, serviced, and washed with the equivalent of a ¼ tank of gasoline.	
Yes			Vehicles showing lack of proper Vendor pre-delivery service shall be subject to rejection until the vehicle is properly serviced.	
Yes			Factory pre-delivery service is not acceptable.	
Yes			Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.	
Yes			Dealer nameplates, decals, etc. shall not be affixed to the vehicle.	
Yes			A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.	
Yes			After the vehicle has been fully serviced, the Vendor may deliver it by rail freight, truck transport or driven to the destination.	
Yes			Odometer mileage: a. Within a 200-mile radius of Lincoln (less than 200 miles on odometer) b. Outside the 200-mile radius of Lincoln (less than 450 miles on odometer).	
Yes			Delivery hours are between 9:00 AM and 3:00 PM, Monday through Friday, except Saturdays, Sundays and all State and Federal holidays.	
Yes			All deliveries must be scheduled with the Agency Representative.	

Yes			Vehicles will not be accepted if all paper work is not with the vehicle at the time of delivery.	
Yes			The original manufacturer's statement of origin or original title, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.	
Yes			Each vehicle shall be completely checked by the Vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.	
Yes			A signed copy of the PDI form shall be delivered with all other required documentation.	
Yes			Invoices to describe the vehicle, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.	
Yes			Vendors may honor pricing and extend the contract to political subdivisions, cities, and counties. Political subdivisions, cities, and counties must adhere to the terms and conditions of the contract.	
Yes			Vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The Vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply may result in the Vendor not being allowed to bid on future vehicle contracts.	
Yes			All equipment should accompany the vehicle upon delivery. For example, if the vehicle was ordered with floor mats and two (2) keys it must be delivered with the specified floor mats and two (2) keys.	

State of Nebraska (State Purchasing Bureau)
INVITATION TO BID FOR COMMODITIES CONTRACT

SOLICITATION NUMBER	RELEASE DATE
122380 O8	July 3, 2025
OPENING DATE AND TIME	PROCUREMENT CONTACT
July 25, 2025 2:00 p.m. Central Time	Joshua L Riekenberg

PLEASE READ CAREFULLY
SCOPE

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for the purpose of selecting a qualified Bidder to provide Vehicle Market Basket (Ford General Motors, Stellantis, Toyota) for a commodity contract. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be one (1) year commencing upon execution of the contract by the State and the Vendor (Parties). The Contract includes the option to renew for one (1) additional one (1) year period upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional Vendors to supply the solicited commodities, this solicitation may be used to procure the solicited goods for up to twelve (12) months from the date the Intent to Award is posted, provided that 1) the solicited goods will be provided by a bidder (or a successive owner) who submitted a response pursuant to this solicitation, 2) the solicitation response was evaluated, and 3) the bidder will honor the bidder's original response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:
<https://das.nebraska.gov/materiel/bidopps.html>

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter must be posted to a public website. The resulting contract, the solicitation and the successful Vendor's solicitation response will be posted to a public website managed by DAS, which can be found at: <https://statecontracts.nebraska.gov> and https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all responses received regarding this Solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire solicitation response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION". The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE SOLICITATION IS PROPRIETARY. COST SHEETS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the State determines it is required to release withheld proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, or solicitation response for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a solicitation response, specifically waives any copyright or other protection the contract, or solicitation response may have; and acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver are a prerequisite for submitting a solicitation response, and award of a contract. Failure to agree to the reservation and waiver will result in the solicitation response being found non-responsive and rejected.

Any entity awarded a contract or submitting a solicitation response agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature,

including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or solicitation response, awards, and other documents.

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance

Addendum: A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award).

Agency: All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

Agent/Representative: A person authorized to act on behalf of another

Amend: To alter or change by adding, subtracting, or substituting

Amendment: A written correction or alteration to a document

Appropriation: Legislative authorization to expend public funds for a specific purpose; money set apart for a specific use

Automated Clearing House (ACH): Electronic network for financial transactions in the United States

Award: All purchases, leases, or contracts which are based on competitive solicitations will be awarded according to the provisions in the solicitation

Best and Final Offer (BAFO): In a competitive solicitation, the final offer submitted which contains Vendor's most favorable terms for price

Bid: See Solicitation Response

Bid Opening: The process of opening correctly submitted solicitation responses at the time and place specified in the written solicitation and in the presence of any bidder who wishes to attend

Bidder: A Vendor who submits a Solicitation Response

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity

Business Day: Any weekday, except State-recognized holidays

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays

Cancellation: To call off or revoke a solicitation, purchase order, or contract without expectation of conducting or performing at a later time

Catalog/Non-Core: A printed or electronic list of products a Vendor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on Catalog/Non-Core items

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software

Change Order: Document that provides amendments to an executed purchase order or contract

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose

Commodities: Any equipment, material, supply, or goods; anything movable or tangible that is provided or sold

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties

Confidential Information: See Proprietary Information

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions

Contract Award: Document that officially awards a contract to a bidder(s) as the result of a competitive solicitation or a vendor(s) in a contract that qualifies for an exception or exemption from the competitive bidding requirements of the State Procurement Act

Contract Management: The management of day-to-day activities at the agency which includes but is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Vendor

Contract Period: The duration of the contract

Contractor: See Vendor

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work

Cost Sheet: A required document that is completed by the vendor in the prescribed format to show the vendor's pricing to provide the commodities or perform the services requested.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those commodities or services provided by a Vendor

Default: The omission or failure to perform a contractual duty

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract

Evaluation: The process of examining a solicitation response after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the solicitation response that relate to determination of the successful award

Evaluation Committee: Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period; not to be confused with "Renewal Period"

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the Vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country

Goods: See Commodities

Installation Date: The date when the procedures described in "Installation by Vendor" and "Installation by State" as found in the solicitation or contract are completed

Interested Party: A person acting in their personal capacity or an entity entering into a contract or other agreement creating a legal interest therein

Invitation to Bid (ITB): See Solicitation

Late Solicitation Response: A solicitation response received after the Opening Date and Time

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Vendor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently

Mandatory: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

Module (see System): A collection of routines and data structures that perform a specific function of software

Must: See Shall

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services

Non-core: See Catalog

Non-Responsive Solicitation Response: Any bid that does not comply with the requirements of the solicitation or cannot be evaluated against the other bids

Nonnegotiable: These clauses are controlled by state law and are not subject to negotiation

Opening Date and Time: Specified date and time for the opening of received, labeled, and sealed formal solicitation responses

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources

Outsourcing: The contracting out of a business process that an organization may have previously performed internally or for which an organization has a new need to an independent organization from which the process is purchased back

Payroll & Financial Center (PFC): Electronic procurement system of record

Performance Bond: An insurance agreement accompanied by a monetary commitment by which a third party (the surety) accepts liability and guarantees that the Vendor fulfills any and all obligations under the contract

Personal Property: See Commodities

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination

Point of Contact (POC): The person designated to receive communications and to communicate

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption

Program Error: Code in Licensed Software that produces unintended results or actions or that produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the solicitation, plus any additional programs and products licensed by the State under the contract for use by the State

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract

Proposal: See Solicitation Response

Proprietary Information: Trade secrets, academic and scientific research work that is in progress and unpublished or other information that if released would give advantage to business competitors and service no public purpose. See Neb. Rev. Stat. § 84-712.05(3). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to the solicitation or resultant contract under SPB's Protest Policy.

Quote: See Solicitation Response

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent used by the State as recommended by the Vendor

Release Date: The date of public release of the solicitation

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions; not to be confused with "Extension"

Responsible Bidder: A Vendor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance

Responsive Bidder: A Vendor who has submitted a solicitation response which conforms to all requirements of the solicitation

Shall: An order/command; mandatory

Should: Expected; suggested, but not necessarily mandatory

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software

Solicitation: A formal invitation to receive quotes in the form of a Request for Proposal or Invitation to Bid

Solicitation Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Vendor will not withdraw the solicitation response

Solicitation Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

Solicitation Response: An offer, quote, bid, or proposal submitted by a Vendor in response to a Solicitation

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract

Subcontractor: Individual or entity with whom the Vendor enters a contract to perform a portion of the work awarded to the Vendor

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Vendor as functioning or being capable of functioning, as an entity

Termination: Occurs when either Party, under a power created by agreement or law, puts an end to the contract prior to the stated expiration date; all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives

Third-Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity or person who is an interested party to the contract or agreement

Trade Secret: Information, including but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4))

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or Vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office

Upgrade: Any change that improves or alters the basic function of a product of service

Vendor: An individual or entity lawfully conducting business with the State, or licensed to do so, who seeks to provide and contract for goods or services under the terms of a Solicitation and/or Contract.

Vendor Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications

Will: See Shall

Work Day: See Business Day

ACRONYM LIST

ACH – Automated Clearing House

ARO – After Receipt of Order

BAFO – Best and Final Offer

COI – Certificate of Insurance

CPU – Central Processing Unit

DAS – Department of Administrative Services

F.O.B. – Free on Board

ICT – Information and Communication Technology

ITB – Invitation to Bid

NIGP – National Institute for Governmental Purchasing

PA – Participating Addendum

RFP – Request for Proposal

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing Vehicle Market Basket (Ford General Motors, Stellantis, Toyota) at a competitive and reasonable cost.

Solicitation responses shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Solicitation responses may be found non-responsive if they do not conform to the solicitation.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

ITB Number: 122380 O8
 Name: Joshua Riekenberg, Procurement Contract Officer(s)
 Agency: State Purchasing Bureau
 Address: 1526 K Street, Suite 130
 Lincoln, NE 68508
 Telephone: 402-471-6500
 E-Mail: as.materielpurchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the Vendor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications, or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a Vendor's solicitation response, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

NOTE: All ShareFile links in the Schedule of Events below, are unique links for each schedule step. Please click the correct link for the upload step you are requesting.

ACTIVITY		DATE/ TIME
1.	Release solicitation	July 3, 2025
2.	Last day to submit written questions ShareFile link for uploading questions: https://nebraskastategov.sharefile.com/r-r5c8f2de45c9d40da97f4dac4e1fd10d9	July 11, 2025
3.	State responds to written questions through a solicitation "Addendum" to be posted to the Internet at: https://das.nebraska.gov/materiel/bidopps.html	July 17, 2025
4.	FORD - Bid Opening – Online via Webex Meeting IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY THE OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES. ShareFile Electronic Solicitation Response submissions Link: https://nebraskastategov.sharefile.com/r-rfd2206a23b3c4f34b5525edd2e7a1e32 Join Webex Meeting https://sonvideo.webex.com/sonvideo/j.php?MTID=m8915fa55827563831904b8a3af7a3906 Webinar number: 2488 189 4019 Webinar password: WZeeB2gYA52 (99332249 when dialing from a phone or video system) Join by phone +1-408-418-9388 United States Toll Access code: 2488 189 4019 Global call-in numbers	July 25, 2025 2:00 PM Central Time

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to SPB and clearly marked "Solicitation Number 122380 O8; Vehicle Market Basket (Ford, General Motors, Stellantis, Toyota) Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should submit questions for any items upon which assumptions may be made when preparing a response to the solicitation. Any solicitation response containing assumptions may be deemed non-responsive and may be rejected by the State. Solicitation responses will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the ShareFile link provided in the Schedule of Events, Section I.C. It is recommended that Vendors submit questions using the following format.

Solicitation Reference	Section	Solicitation Page Number	Question

Written answers will be posted at <https://das.nebraska.gov/materiel/bidopps.html> per the Schedule of Events.

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable)

All Bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>. This should be accomplished prior to execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject solicitation responses, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a solicitation response on behalf of another Party or entity; and
5. Colluding with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the solicitation response, or prejudice the State.

The bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process and throughout the term of this contract for the awarded bidder and their subcontractors.

G. DEVIATIONS FROM THE SOLICITATION

The requirements contained in the solicitation (Sections II through V) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through V must be clearly defined by the bidder in its solicitation response and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, solicitation requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF SOLICITATION RESPONSES

The State is only accepting electronic responses submitted in accordance with this solicitation. The State will not accept bids by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State.

Pages may be consecutively numbered for the entire solicitation response or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

It is the bidder's responsibility to ensure the solicitation response is received electronically by the date and time indicated in the Schedule of Events. Solicitation Responses must be submitted via ShareFile by the date and time of the opening per the Schedule of Events. No late solicitation responses will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://das.nebraska.gov/material/bidopps.html>.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the solicitation response is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the solicitation response as non-conforming.

The ShareFile link for uploading Solicitation Response(s) is provided in the Schedule of Events, Section I.C.

*****UNLESS OTHERWISE NOTED, DO NOT SUBMIT DOCUMENTS
THAT CAN ONLY BE ACCESSED WITH A PASSWORD*****

1. **Bidders must submit responses via ShareFile using the solicitation submission link.**
Note: Not all browsers are compatible with ShareFile. Currently Google Chrome, Internet Explorer, Microsoft Edge, Safari, and Firefox are compatible. After the bidder clicks the solicitation submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

ShareFile link for uploading solicitation response(s) provided in the Schedule of Events, Section I.C.

- a. The Solicitation response and Proprietary information should be uploaded as separate and distinct files.
 - i. If duplicated responses are submitted, the State will retain only the most recently submitted response.
 - ii. If it is the bidder's intent to submit multiple responses, the bidder must clearly identify the separate submissions.
 - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late responses will be accepted.
- b. **ELECTRONIC SOLICITATION RESPONSE FILE NAMES**
 The bidder should clearly identify the uploaded solicitation response files. To assist in identification the bidder should use the following naming convention:
 - i. 122380 O8, Company Name
 If multiple files are submitted for one solicitation response, add number of files to file names:
 122380 O8 Company Name File 1 of 2.
 122380 O8 Company Name File 2 of 2.
 - ii. If multiple responses are submitted for the same solicitation, add the response number to the file names:
 122380 8 Company Name Response 1 File 1 of 2.

The "Contractual Agreement Form" must be signed manually in ink or by DocuSign and returned by the opening date and time along with the bidder's solicitation response and any other requirements as stated in this solicitation in order for the bidder's solicitation response to be evaluated.

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing.

I. SOLICITATION PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this solicitation, including any activity related to bidding on this solicitation.

J. FAILURE TO COMPLY WITH SOLICITATION

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's solicitation response,
2. Withdrawal of the Intent to Award,
3. Withdrawal of the Award,
4. Negative documentation regarding Vendor Performance,
5. Termination of the resulting contract,
6. Legal action; and
7. Suspension or Debarment of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation. Such period to be within the sole discretion of the State.

K. SOLICITATION RESPONSE CORRECTIONS

A bidder may correct a mistake in an electronically submitted solicitation response prior to the time of opening by uploading a revised and completed solicitation response.

1. If a corrected electronic solicitation response is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:
 - a. Corrected 122380 O8 Company Name Response #1 File 1 of 2,
 - b. Corrected 122380 O8 Company Name Response #2 File 2 of 2, etc.

Changing a solicitation response after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

L. LATE SOLICITATION RESPONSES

Solicitation Responses received after the time and date of the opening will be considered late responses. Late responses will be considered non-responsive. The State is not responsible for responses that are late or lost regardless of cause or fault.

M. BID OPENING

The opening will consist of opening solicitation responses and announcing the names of bidders. Responses WILL NOT be available for viewing by those present at the opening. Responses will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Once responses are opened, they become the property of the State of Nebraska and will not be returned.

N. SOLICITATION REQUIREMENTS

The bids will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Bids not meeting the requirements may be rejected as non-responsive. The requirements are as follows:

- a. Original Contractual Agreement Form signed manually in ink or by DocuSign;
- b. Clarity and responsiveness;
- c. Completed Sections II through V;
- d. Completed Manufacturer Cost Sheet attachments.

O. EVALUATION COMMITTEE

Solicitation Responses are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this Solicitation may result in the rejection of this response and further administrative actions.

P. EVALUATION OF SOLICITATION RESPONSES

All solicitation responses that are deemed responsive to the solicitation will be evaluated based on the following:

Neb. Rev. Stat. § 73-808 allows the State to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitive solicitations in determining a responsible bidder. Information obtained from any Contract Compliance Request or any Contract Non-Compliance Notice (See Terms & Conditions, Section I.H.I.H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. § 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible Vendor, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident Vendor, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a solicitation response in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the "Contractual Agreement Form" under "Vendor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the Vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service,
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),

3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the Vendor from consideration of the preference.

Q. BEST AND FINAL OFFER

Each bidder should provide its best offer with their original solicitation response and should not expect the State to request a best and final offer (BAFO).

The State reserves the right to conduct more than one. If requested by the State, the BAFO must be submitted on the BAFO Cost Sheet and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire solicitation response. BAFOs may be scored and ranked by the Evaluation Committee.

R. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a response to this solicitation, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a solicitation response, withdraw an intent to award, or rescind the award of a contract.

S. AWARD

The State reserves the right to evaluate solicitation responses and award contracts in a manner using criteria selected at the State's discretion and in the State's best interest. After evaluation of the bids, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the date and time of an opening;
3. Waive deviations or errors in the State's solicitation process and in bidder responses that are not material, do not compromise the solicitation process or a bidder's response, and do not improve a Vendor's competitive position;
4. Accept or reject a portion of or all of a solicitation response;
5. Accept or reject all responses;
6. Withdraw the solicitation;
7. Elect to re-release the solicitation;
8. Award single lines or multiple lines to one or more Vendors; or,
9. Award one or more all-inclusive contracts.

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price;
2. Location;
3. Quality;
4. Delivery time;
5. Vendor qualifications and capabilities;
6. State contract management requirements and/or costs;

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the internet at: <https://das.nebraska.gov/materiel/bidopps.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the internet. Grievance and protest procedure is available on the internet at: https://das.nebraska.gov/materiel/docs/NE_DAS_Materiel_Purchasing_Agency-SPB_Policy_23_07_Protest_Policy.pdf

T. LUMP SUM OR "ALL OR NONE" SOLICITATION RESPONSES

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a response on an "all or none" or "lump sum" basis but should also submit a response on an item-by-item basis. The term "all or none" means a conditional response which requires the purchase of all items on

which responses are offered and bidder declines to accept award on individual items; a "lump sum" response is one in which the bidder offers a lower price than the sum of the individual responses if all items are purchased but agrees to deliver individual items at the prices quoted.

"LUMP SUM" OR "ALL OR NONE" RESPONSES SHOULD BE CLEARLY IDENTIFIED ON THE FIRST PAGE OF THE SOLICITATION AND COST SHEET (IF APPLICABLE)

U. REJECTION OF SOLICITATION RESPONSES

The State reserves the right to reject any or all responses, wholly or in part, in the best interest of the State.

V. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Sections III.F. and III.G. The State reserves the right to review all aspects of cost for reasonableness and realism as those terms are defined in (Neb. Rev. Stat. § 73-810 (1) (a) and (b) The State may request clarification of any solicitation where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required. Under Neb. Rev. Stat. § 73-810 (2), the State may reject a bid if the price is not reasonable or realistic.

W. SPECIFICATIONS

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator or his or her designee will be the sole judge of equivalency. The Vendor may offer any brands which meets or exceeds the specification. When a specific product is required, the solicitation will so state. Any item within the solicitation response is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

X. CORE LIST AND CATALOG/NON-CORE

The State of Nebraska intends to enter into a Contract(s) for state agencies and/or facilities. The contract(s) will be for a list of common use items identified as a Core List and additional items identified as a Catalog/Non-Core List. Catalog/Non-Core List items shall be represented by a catalog or current manufacturer price list(s) containing items not called out in the Core List, as shown in Attachments GM6 GM7 GM8 GM9 GM10, F6, F7, F8, F9, F10, S4, S5, S6,T3, T4, 122380 O8, COST SHEET.

- a. The Core List shall contain the most repetitively purchased items and will represent those products which the State wishes to establish as standard items based upon their value to the State in terms of quality and price. The Core List shall be subject to a greater discount than the Catalog/Non-Core item list. The State will not accept substitutions on the products listed on the Core List.
- b. The Core List identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the Core Item list based on usage.
- c. Catalog/Non-Core List items are defined as those additional items available from the Vendor not listed as part of the Core List. Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item(s)/category to the manufacturer's current catalog or manufacturer Vendor's price list(s). The discount percentage for the Catalog/Non-Core items shall remain firm for the duration of the contract period. Vendor must clearly state the date of the catalog or price list used and provide a copy of the catalog to the State Purchasing Bureau upon request.
- d. All items not included on the Core List shall be considered Catalog/Non-Core Items.
- e. At the request of the State Purchasing Bureau, the Vendor shall block availability on certain Catalog/Non-Core items as identified by State Purchasing Bureau (i.e., printing, weapons, furniture, vehicles, micrographic equipment/copiers, mail equipment, and office supplies).
- f. Any quantities stated are estimated annual quantities and shall not be construed to be either a minimum or a maximum. The State will not accept substitutions.
- g. A manufacturer's model/number has been provided for each item, if requested.
- h. In those cases where items may have been more than one brand name, the Vendor may submit a solicitation response on either brand. Please indicate which brand was proposed. Vendor must complete Attachments GM6 GM7 GM8 GM9 GM10, F6, F7, F8, F9, F10, S4, S5, S6,T3, T4, 122380 O8, COST SHEET. Pay special attention to the unit of measure.

- i. The pricing structure, consisting of all pricing formulas and pertinent information, for all non-core items must be clearly defined and documented for future auditing purposes.
- j. The percentage discount rate for Catalog/Non-Core items or categories will not decrease during the life of the contract.
- k. A firm percentage rate must be quoted by item or category, but a percentage range will not be considered by item or category.

After award of the contract(s), the Vendor shall supply additional copies of the current catalog or price list used for this solicitation for distribution to any requesting state agency at no charge within ten (10) business days of request.

Additional catalogs and/or price lists may be required and shall be provided without charge.

Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request and without charge.

Vendor will not substitute any Core List item that has been awarded without prior written approval of State Purchasing Bureau.

Y. ALTERNATE/EQUIVALENT SOLICITATION RESPONSES

Vendor may offer solicitation responses which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such responses if, in the judgment of SPB, the response will result in goods and/or services equivalent to or better than those which would be supplied in the original solicitation specifications. Vendor must indicate on the solicitation the manufacturer's name, number and shall submit with their response, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous response will not satisfy this provision. Responses which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the response will be accepted as in strict compliance with all terms, conditions and specification, and the Vendor shall be held liable therefore.

Z. SOLICITATION TABULATIONS

Solicitation tabulations are available on the website at: <https://das.nebraska.gov/materiel/bidopps.html>.

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
✓		

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Vendor must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the solicitation response. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) Party has a particular clause, then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

1. The contract resulting from this solicitation shall incorporate the following documents:
 - a. Solicitation including any attachments and addenda;
 - b. Questions and Answers;
 - c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
 - d. Addendum to Contract Award (if applicable); and
 - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers,

4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

C. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this contract must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK & SUSPENSION OF SERVICES

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Vendor. The Vendor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find

necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Vendor will not substitute any item that has been awarded without prior written approval of SPB*****

H. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Solicitation specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

I. NOTICE OF POTENTIAL VENDOR BREACH

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Vendor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the Vendor. The State may recover from the Vendor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Vendor's breach. OR In case of default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies.

K. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION**1. GENERAL**

The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Vendor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Vendor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Vendor has indemnified the State, the Vendor shall, at the Vendor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may receive the remedies provided under this solicitation.

3. PERSONNEL

The Vendor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractors and their employees, provided by the Vendor.

4. SELF-INSURANCE (Statutory)

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this contract, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this contract to the extent provided by law.

5. ALL REMEDIES AT LAW

Nothing in this contract shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, Vendors or assigns or by third persons, arising out of and during the performance of this lease shall be determined according to applicable law.

6. The Parties acknowledge that Attorney General for the State is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

P. CONTRACTING WITH OTHER POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to an unforeseeable natural or man-made event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

S. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days' written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;

- b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court;
- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code;
- g. Vendor intentionally discloses confidential information;
- h. Vendor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

- 1. Transfer all completed or partially completed deliverables to the State,
- 2. Transfer ownership and title to all completed or partially completed deliverables to the State,
- 3. Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,
- 4. Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract,
- 5. Cooperate with any successor Contactor, person, or entity with the transfer of information or data related to this contract,
- 6. Return or vacate any state owned real or personal property; and,
- 7. Return all data in a mutually acceptable format and manner.

Nothing in this section should be construed to require the Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

U. AMERICANS WITH DISABILITIES ACT

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

V. ACCEPTABLE BRANDS

Products proposed must be the brand AND model numbers as specified on each line of the Solicitation Document. The State will not be accepting alternatives to the brands specified (Ford, General Motors, Stellantis, Toyota).

W. ACCEPTABLE GOODS

All products proposed shall be of the latest manufacture in production as of the date of the solicitation and be of proven performance and under standard design complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features.

Used, demonstrator, prototype, or discontinued equipment is not acceptable. Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the solicitation response on the IDENTICAL equipment proposed.

Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the solicitation response.

If manufacturer's information necessary to show compliance with these specifications is not attached to the solicitation response, the Vendor may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the solicitation response.

X. DELIVERY ARO

Delivery desired within 180 days after receipt of order(s).

At the time of delivery, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

Y. ORDERS

Orders will be placed either by, phone, e-mail, or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.

Vendor shall provide a certificate of title for each vehicle purchased that is free and clear of any lien, security interest, or encumbrance of any kind. The Vendor shall indemnify, defend, and hold harmless the State of Nebraska from any claim, litigation or loss to the certificate of title.

Z. QUALITY

Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.

A guarantee of satisfactory performance by the Vendor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this solicitation.

Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.

AA. PACKAGING

Packages are to be clearly marked with size, weight, color, quantity, and the purchase order number.

Packaging must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Vendor Duties Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
✓		

A. INDEPENDENT VENDOR / OBLIGATIONS

It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor's representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Vendor's solicitation response shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Vendor warrants that all persons assigned to the project shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,

6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or subcontractor employee.

Vendor shall ensure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C. EMPLOYEE WORK ELIGIBILITY STATUS

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

E. COOPERATION WITH OTHER VENDORS

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on the same or different projects. The Vendor shall agree to cooperate with such other Vendors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

F. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

G. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions submitted in the solicitation response shall remain fixed and valid commencing on the opening date of the solicitation until the contract terminates or expires.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

H. PERMITS, REGULATIONS, LAWS

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. ANTITRUST

The Vendor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

J. CONFLICT OF INTEREST

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, vendor shall provide with its solicitation response a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall solicitation response evaluation.

K. STATE PROPERTY

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

L. SITE RULES AND REGULATIONS

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

M. ADVERTISING

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

N. DISASTER RECOVERY/BACK UP PLAN

The Vendor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

P. WARRANTY

Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.

The Vendor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Vendor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Vendor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Vendor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.

Q. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

R. USAGE REPORT

The Vendor shall, upon request by the State Purchasing Bureau, provide a usage report of this contract by state agencies and political subdivisions.

The reporting period may be determined based on need and may include the following:

- a. Agency name, item(s), and dollar amount and shall include the information of the time period requested.
- b. Fill rate information for Core List and Catalog/Non-Core items, statewide and by agency to include the number of orders received, orders processed, back orders, and partially filled orders.

Usage reports by agency and statewide indicating the numbers of each Core List and Catalog/Non-Core item sold.

Any additional report the State Purchasing Bureau may deem necessary.

S. MOTOR VEHICLE INDUSTRIES REGULATION ACT

All Vendors must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Regulation Act, Nebraska Revised Statutes, Chapter 60, Article 14 at time of bid opening. Solicitation responses will only be accepted from Vendors who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14.

T. PART 571-FEDERAL MOTOR VEHICLE SAFETY STANDARDS

The Federal Standards and Regulations in this section are in addition to the clauses below. All vehicles in the solicitation response must meet the Regulations and Safety Standards found in the Electronic Code of Federal Regulations (e-CFR) links.

https://www.ecfr.gov/cgi-bin/textidx?SID=0c73b334368cc70bade7eade2cfc7e3d&mc=true&tpl=/ecfrbrowse/Title49/49cfrv6_02.tpl#500

<https://www.ecfr.gov/cgi-bin/textidx?SID=0c73b334368cc70bade7eade2cfc7e3d&mc=true&node=pt49.6.571&rgn=div5>

U. LIFE CYCLE COST

1. Life-cycle cost information will be captured in a formula to allow a comparison between the price based on acquisition costs and the price based on life cycle costs.
2. Vendor must provide a price based on acquisition costs according to specifications. Vendors will not be required to submit a price based on life-cycle costs. In order for a Vendor's submission to be considered on the basis of life cycle costs, the Vendor must supply the information requested on the Life-Cycle Cost Analysis for Heavy Equipment / Vendor Submission form provided by SPB. Life-cycle cost information as submitted with the solicitation response by the Vendor. SPB will not add any additional information or stipulate to the creditability of any information provided and /or not provided in the form. If a Vendor fails to complete any of the information requested for a price based on life-cycle costs, the solicitation response will be disqualified from further consideration for a contract based on life-cycle costs. The Vendor's solicitation response based on acquisition costs will be considered if the requirements of that solicitation are met independently of the solicitation based on life-cycle costs.
3. Life-cycle cost comparisons will be based upon the Life-Cycle Cost per Hour, which will be calculated using information provided by the Vendors and the State as indicated in the Life Cycle Cost Analysis Form.
4. The Vendor or authorized representative will be required to sign the Life-Cycle Cost Analysis – Heavy Equipment Vendor Submission form and certify that the information is true and accurate. Additionally, the Vendor is informed on the form that a Vendor Performance Report may be submitted by the purchasing agency and possible suspension may occur if the data provided proves to be inaccurate throughout the life of the equipment proposed.
5. SPB may award multiple contracts meeting specification: one based on low acquisition cost and one based on life-cycle cost. If no life-cycle cost solicitation response is submitted, the award will only be based on acquisition cost.
6. The procuring agency may select either contract: low acquisition cost contract or the life-cycle cost contract.

V. AUTHORIZED DEALER & WARRANTY

To the extent required by the manufacturer, the Vendor shall be an authorized dealer. Vendor may be required to substantiate that they are an authorized dealer. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract.

The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.

W. ENVIRONMENTAL PROTECTION AGENCY HIGHWAY MILEAGE

Provided separately, when available, EPA highway mileage (Gas and E85) rates from the Fuel Economy Guide: www.fueleconomy.gov

X. MODEL YEAR "CUT-OFF" & "BUILD OUT" DATES

The Vendor is to provide, with their bid, the model year "Cut-off" date(s), if known. If the "Cut-Off" date is not available at the time of bidding, the Awarded Vendor(s) should contact SPB immediately when "Cut-off" dates are announced by the Awarded Vendor(s)/Manufacturer(s).

The Vendor is responsible for providing SPB the following "Cut-Off" & "Build Out" date(s) information immediately for vehicles that have been awarded through the State:

1. The "Cut-Off" and/or "Build Out" date(s).
2. The Corresponding Contract number(s) for each "Cut-Off" and/or "Build Out" date(s) is in the Email "Subject Line" and in the body of the Email.
3. The reason for the "Cut-Off" date(s), if known.

Submitting Model Year Order "Cut-Off" date(s) does not change the awarded contract period and does not automatically terminate the contract. In the event the Vendor is not able to offer the Contracted current model year vehicle, at the contracted price or below, it is the Vendor's responsibility to notify SPB immediately.

Send current Model Year Order "Cut-Off" date(s) and any pertinent vehicle information via email to: DAS State Purchasing Bureau as.materielpurchasing@nebraska.gov

Y. DELIVERY LOCATIONS / INSTRUCTIONS

Vendor must provide products to all applicable delivery locations/instructions.

Please see 122390 08 Attachment A Delivery, for delivery location/ Instructions

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Payment clauses Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
✓		

- A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)**
Neb. Rev. Stat. § 81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."
- B. TAXES (Nonnegotiable)**
The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.
- C. INVOICES (Nonnegotiable)**
Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**
- D. INSPECTION AND APPROVAL**
Final inspection and approval of all work required under the contract shall be performed by the designated State officials.
- The State and/or its authorized representatives shall have the right to enter any premises where the Vendor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

F. LATE PAYMENT (Nonnegotiable)

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Vendor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds [one-half of one percent] (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

V. TECHNICAL SPECIFICATIONS

A. VENDOR INSTRUCTIONS

Vendor must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Vendor to qualify for the award.

"YES" response means the Vendor guarantees they can meet this condition.

"NO" response means the Vendor cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Vendor's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Vendor's alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any non-compliance may result in your solicitation response being deemed as non-responsive.

It is the responsibility of Vendors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Vendor.

C. Vehicle Market Basket

YES	NO	NO & PROVIDE ALTERNATIVE	
			Bidders must complete specific manufacturer market baskets in their entirety. Partially completed documents may be deemed nonresponsive and will not be evaluated.
			Vendor will provide a build out sheet of any vehicle bid if requested by the State
			Required with all bids Completed attachment A Cover sheet Completed attachment B Delivery
			See attached documents for General Motors Market Basket <ul style="list-style-type: none"> Attachment GM1 (Sedans – SUVs- Cross) Attachment GM2 (Vans) Attachment GM3 (Light Duty Trucks) Attachment GM4 (Heavy Duty Trucks) Attachment GM5 (Emergency Services) Attachment GM6 (SUV Options) Attachment GM7 (Van Options) Attachment GM8 (Light Duty Trucks - Options) Attachment GM9 (Heavy Duty Trucks - Options) Attachment GM10 (Emergency Services - Options)

	NA	<p>See attached documents for Ford Market Basket</p> <ul style="list-style-type: none"> • Attachment F1 (SUVs) • Attachment F2 (Vans) • Attachment F3 (Light Duty Trucks) • Attachment F4 (Heavy Duty Trucks) • Attachment F5 (Emergency Services) • Attachment F6 (SUV Options) • Attachment F7 (Van Options) • Attachment F8 (Light Duty Trucks - Options) • Attachment F9 (Heavy Duty Trucks - Options) • Attachment F10 (Emergency Services - Options)
	NA	<p>See attached documents for Stellantis Market Basket</p> <ul style="list-style-type: none"> • Attachment S1 (Sedans – SUVs- Cross) • Attachment S2 (Trucks) • Attachment S3 (Emergency Services) • Attachment S4 (Sedans – SUVs- Cross – Options) • Attachment S5 (Trucks- Options) • Attachment S6 (Emergency Services - Options)
	NA	<p>See attached documents for Toyota Market Basket</p> <ul style="list-style-type: none"> • Attachment T1 (SUVs) • Attachment T2 (Trucks) • Attachment T3 (SUV Options) • Attachment T4 (Truck– Options)
NOTES/COMMENTS:		

CONTRACTUAL AGREEMENT FORM**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

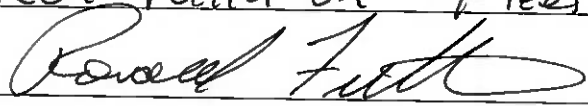
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

☒ **NEBRASKA VENDOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	Sid Dillon Chevrolet
ADDRESS:	1750 County Rd J, Wahoo NE
PHONE:	402-540-7578
EMAIL:	ron.fullerton@sidillon.com
BIDDER NAME & TITLE:	Ron Fullerton - Fleet Manager
SIGNATURE:	
DATE:	

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	Same as above
TITLE:	
PHONE:	
EMAIL:	

Attachment 2.0

Delivery

NON-COMPLIANCE STATEMENT:

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your solicitation response. Non-compliance to any single specification can void your solicitation response.

Price for drop shipment charges per mile outside the Lincoln area.				
(Drop shipment charges apply to vehicles purchased by political subdivisions and other divisions of government)				\$ <u>1.00</u> per one (1) mile
Yes	No	No & Provide Alternative	Delivery Instructions	Notes/ Comments
✓			All vehicles shall be delivered FOB Destination to the location on the purchase order in Lincoln, Nebraska in accordance with the Delivery Schedule shown on the purchase order.	
✓			Vehicles are to be road ready, fully equipped, serviced, and washed with the equivalent of a ¼ tank of gasoline.	
✓			Vehicles showing lack of proper Vendor pre-delivery service shall be subject to rejection until the vehicle is properly serviced.	
✓			Factory pre-delivery service is not acceptable.	
✓			Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.	
✓			Dealer nameplates, decals, etc. shall not be affixed to the vehicle.	
✓			A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.	
✓			After the vehicle has been fully serviced, the Vendor may deliver it by rail freight, truck transport or driven to the destination.	
✓			Odometer mileage: a. Within a 200-mile radius of Lincoln (less than 200 miles on odometer) b. Outside the 200-mile radius of Lincoln (less than 450 miles on odometer).	
✓			Delivery hours are between 9:00 AM and 3:00 PM, Monday through Friday, except Saturdays, Sundays and all State and Federal holidays.	
✓			All deliveries must be scheduled with the Agency Representative.	
✓			Vehicles will not be accepted if all paper work is not with the vehicle at the time of delivery.	
✓			The original manufacturer's statement of origin or original title, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.	
✓			Each vehicle shall be completely checked by the Vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.	
✓			A signed copy of the PDI form shall be delivered with all other required documentation.	

✓			Invoices to describe the vehicle, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.	
✓			Vendors may honor pricing and extend the contract to political subdivisions, cities, and counties. Political subdivisions, cities, and counties must adhere to the terms and conditions of the contract.	
✓			Vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The Vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply may result in the Vendor not being allowed to bid on future vehicle contracts.	
✓			All equipment should accompany the vehicle upon delivery. For example, if the vehicle was ordered with floor mats and two (2) keys it must be delivered with the specified floor mats and two (2) keys.	

Vehicle Market Basket - 122380 08

Cover Sheet - Attachment 1.0

NON-COMPLIANCE STATEMENT:

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your solicitation response. Non-compliance to any single specification can void your solicitation response.

Yes	No	No & Provide Alternative	Minimum Required Specifications (All Items should be Original Equipment Manufacturer (OEM))	Notes/ Comments
✓			Heating/ Air Conditioning w/ Controls	
✓			Automatic Transmission	
✓			Power Steering	
✓			Power Windows	
✓		✓	Tilt /Expandable steering wheel	T, H
✓			Power Locks	
✓			AM/FM Radio	
✓			Full Carpeting or Rubberized Floor Covering	
✓			Floor Mats all areas	
✓			Two Keys/ Key Fobs with Keyless Entry	
✓			Front & Rear License Plate Bracket	
✓			Factory Headlights - High beam/ Low beam	
✓			Mirrors (Side view and Rear View) Heated	
✓			Parking Lights	
✓			Dome light	
✓			Tailights	
✓			Reverse lights	
✓			Hazard and Breaking lights	
✓			Turn signals	
✓			Safety Glass All Windows	
✓			Lighting Controls	
✓			Cruise Control with Controls	
		✓	OEM Road side Assistance kit (To include but not limited to: carrying case, 3 DOT Compliant Warning Triangles, 1A:10BC Fire Extinguisher, Reflective safety vest, First aid kit w/assorted bandages)	
✓			Tire Removal kit (To include but not limited to: Vehicle Jack, Tire lug nut removal tool, Anti theft lugnut tool (if applicable))	
✓			Full Size Spare Tire (If full size spare tire is not applicable, vendor must reach out to agency for acceptable replacement.)	
✓			Vehicle 100% Operability and Road ready	
✓			All Fluids necessary for operation at full level	
✓			Quarter (1/4) tank of fuel upon delivery	

SOLICITATION ADDENDUM ONE QUESTIONS AND ANSWERS

SOLICITATION NUMBER: 122380 O8
Vehicle Market Basket (Ford, General Motors, Stellantis, Toyota)
Opening Date: July 25, 2025, 2:00 p.m. Central Time
Addendum Effective Date: July 17, 2025

Questions and Answers

The following are the questions submitted and answers provided for the above-mentioned solicitation. The questions and answers are to be considered as part of the solicitation. It is the responsibility of bidders to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>ITB Section Reference</u>	<u>ITB Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	V	23-24	<p>Will you be coming out with additional Model Solicitations or requests in the Truck Lineup like in the past?</p> <p>Example the Work Trucks in the Silverado 1500s, Double and Crew Cabs along with All of the HD Silverado Series = 2500s and 3500s, Reg, Double and Crew Cabs.</p> <p>What about Silverado 3500 Series Cab Chassis in Reg, Double and Crew Cab Models?</p>	<p>The state will not be releasing any future solicitations for the 2026 model year market basket.</p> <p>For any vehicle not listed within the market basket, bidders should utilize the additional line of each section of the cost sheet that reads:</p> <p>"Provide a standard percentage (%) discount for additional manufacturer models not listed above or that may have not been released at the time of this bid"</p>
2.	V	23-24	<p>Do you have a specific Manufacturer and part number for the OEM Roadside Assistance Kit requested for the bid?</p> <p>There are quite a number of different options with varied pricing. I also haven't been able to source a product that has a carrying case to include a fire extinguisher.</p>	<p>The state has no specific part number to reference.</p> <p>If the bidder is unable to meet all elements of the specification, the bidder should mark "no and provide alternative" and detail the alternative that is being proposed.</p>

This addendum will be incorporated into the solicitation.

Attachment GM3
General Motors
Light Duty Trucks

Bidding Instructions:
Bidders must bid a specification level that meets or exceeds the minimum requirements.
These requirements can be found on the Minimum Requirements Cover Sheet (Attachment A).
Any alternative bid will be excluded from evaluation but may be incorporated into a resulting contract award.

Bid Code	Make	Model	Cab	Bed	Year or Current Production Year	Body style	Manufacturer Base/Regular Order Code	Drive	Engine	Engine	Engine	Engine
C11	Chevrolet	Colorado	Crew	Short	2026	Truck	Work Truck	2WD	2.7L Turbo	2.7L Turbo Plus	2.7L TurboMax	N/A
C11A	Chevrolet	Colorado	Crew	Short	2026	Truck	LT	2WD	30584	30584	30584	
C11B	Chevrolet	Colorado	Crew	Short	2026	Truck	LT	2WD	33911	33911	33911	
C11C	Chevrolet	Colorado	Crew	Short	2026	Truck	Work Truck	4WD	33633	33633	33633	
C11D	Chevrolet	Colorado	Crew	Short	2026	Truck	LT	4WD	36960	36960	36960	
C12	Chevrolet	Silverado 1500	Reg	6'6"	2026	Truck	Work Truck	2WD	2.7L TurboMax	5.3L EcoTec3 V8	6.2L EcoTec3 V8	3.0L Duramax® Turbo-Diesel
C12A1	Chevrolet	Silverado 1500	Reg	6'6"	2026	Truck	LT	2WD	38157	N/A	N/A	N/A
C12A2	Chevrolet	Silverado 1500	Reg	6'6"	2026	Truck	LT	2WD	N/A	N/A	N/A	N/A
C12B1	Chevrolet	Silverado 1500	Reg	6'6"	2026	Truck	Work Truck	4WD	35840	N/A	N/A	N/A
C12B2	Chevrolet	Silverado 1500	Reg	6'6"	2026	Truck	LT	4WD	N/A	N/A	N/A	N/A
C12	Chevrolet	Silverado 1500	Reg	8'	2026	Truck	Work Truck	2WD	2.7L TurboMax	5.3L EcoTec3 V8	6.2L EcoTec3 V8	3.0L Duramax® Turbo-Diesel
C12C1	Chevrolet	Silverado 1500	Reg	8'	2026	Truck	LT	2WD	32344	N/A	N/A	N/A
C12C2	Chevrolet	Silverado 1500	Reg	8'	2026	Truck	LT	2WD	N/A	N/A	N/A	N/A
C12D1	Chevrolet	Silverado 1500	Reg	8'	2026	Truck	Work Truck	4WD	36023	36913	N/A	N/A
C12D2	Chevrolet	Silverado 1500	Reg	8'	2026	Truck	LT	4WD	N/A	N/A	N/A	N/A
C12	Chevrolet	Silverado 1500	Double	6'6"	2026	Truck	LT	2WD	39640	42332	6.2L EcoTec3 V8	3.0L Duramax® Turbo-Diesel
C12E	Chevrolet	Silverado 1500	Double	6'6"	2026	Truck	LT	4WD	42043	44234	N/A	43608
C12F	Chevrolet	Silverado 1500	Crew	5'8"	2026	Truck	LT	2WD	2.7L TurboMax	5.3L EcoTec3 V8	6.2L EcoTec3 V8	3.0L Duramax® Turbo-Diesel
C12G	Chevrolet	Silverado 1500	Crew	5'8"	2026	Truck	LT	2WD	41727	44918	N/A	43118
C12H	Chevrolet	Silverado 1500	Crew	5'8"	2026	Truck	LT	4WD	44133	46985	N/A	42524
C12	Chevrolet	Silverado 1500	Crew	6'6"	2026	Truck	LT	2WD	2.7L TurboMax	5.3L EcoTec3 V8	6.2L EcoTec3 V8	3.0L Duramax® Turbo-Diesel
C12I	Chevrolet	Silverado 1500	Crew	6'6"	2026	Truck	LT	2WD	42000	44692	N/A	45968
C12J	Chevrolet	Silverado 1500	Crew	6'6"	2026	Truck	LT	4WD	44403	47043	N/A	48371

Provide a standard percentage (%) discount for additional Manufacturer Models not listed above or that may have not been released at the time of this bid.

NOTE: DISCOUNT PERCENT (%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP

% 1

Attachment GM4 General Motors Heavy Duty Trucks						Bidding Instructions: Bidder must bid a tri/option level that meets or exceeds the minimum requirements. These requirements can be found on the Minimum Requirements Cover Sheet (Attachment A). Any alternative bid will be excluded from evaluation but may be incorporated into a resulting contract award					
Bid Code	Make	Model	Cab	Bed	Year or Current Production Year	Body style	Manufacturer Base/ Regular Order Code	Drive	Engine	Engine	
C13	Chevrolet	Silverado HD 2500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8	
C13A	Chevrolet	Silverado HD 2500	Reg	8'	2026	Truck	LT	2WD	N/A	N/A	
C13B	Chevrolet	Silverado HD 2500	Reg	8'	2026	Truck	LT	4WD	46043	54934	
C13	Chevrolet	Silverado HD 2500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8	
C13C	Chevrolet	Silverado HD 2500	Double	6'9"	2026	Truck	LT	2WD	N/A	N/A	
C13D	Chevrolet	Silverado HD 2500	Double	6'9"	2026	Truck	LT	4WD	47303	56173	
C13	Chevrolet	Silverado HD 2500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8	
C13E	Chevrolet	Silverado HD 2500	Double	8'	2026	Truck	LT	2WD	N/A	N/A	
C13F	Chevrolet	Silverado HD 2500	Double	8'	2026	Truck	LT	4WD	46755	55646	
C13	Chevrolet	Silverado HD 2500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8	
C13G	Chevrolet	Silverado HD 2500	Crew	6'9"	2026	Truck	LT	2WD	N/A	N/A	
C13H	Chevrolet	Silverado HD 2500	Crew	6'9"	2026	Truck	LT	4WD	48533	57423	
C13	Chevrolet	Silverado HD 2500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8	
C13I	Chevrolet	Silverado HD 2500	Crew	8'	2026	Truck	LT	2WD	N/A	N/A	
C13J	Chevrolet	Silverado HD 2500	Crew	8'	2026	Truck	LT	4WD	49767	58658	
C14	Chevrolet	Silverado HD 3500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8	
C14A	Chevrolet	Silverado HD 3500	Reg	8'	2026	Truck	LT	2WD	N/A	N/A	
C14B	Chevrolet	Silverado HD 3500	Reg	8'	2026	Truck	LT	4WD	47130	56021	
C14	Chevrolet	Silverado HD 3500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8	
C14C	Chevrolet	Silverado HD 3500	Double	8'	2026	Truck	LT	2WD	N/A	N/A	
C14D	Chevrolet	Silverado HD 3500	Double	8'	2026	Truck	LT	4WD	48023	56914	
C14	Chevrolet	Silverado HD 3500							6.6L V8 Gas	6.6L Duramax® Turbo-Diesel V8	
C14E	Chevrolet	Silverado HD 3500	Crew	6'9"	2026	Truck	LT	2WD	N/A	N/A	
C14F	Chevrolet	Silverado HD 3500	Crew	6'9"	2026	Truck	LT	4WD	49673	58564	
C14G	Chevrolet	Silverado HD 3500	Crew	8'	2026	Truck	LT	2WD	N/A	N/A	
C14H	Chevrolet	Silverado HD 3500	Crew	8'	2026	Truck	LT	4WD	49833	58744	

Provide a standard percentage (%) discount for additional Manufacturer Models not listed above or that may have not been released at the time of this bid.

NOTE: DISCOUNT PERCENT (%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP

%

1

Attachment GM5 General Motors Emergency Services				Bidding Instructions: Bidder must bid a trim/options level that meets or exceeds the minimum requirements. These requirements can be found on the Minimum Requirements Cover Sheet (Attachment A). Any alternative bid will be excluded from evaluation but may be incorporated into a resulting contract award				
Bid Code	Make	Model	Year or Current Production Year	Body style	Drive	Engine	Engine	Engine
C19	Chevrolet	Silverado 1500 Special Service				5.3L EcoTec3 V8 engine		
C19A	Chevrolet	Silverado 1500 Special Service	2026	Truck	2WD	\$ N/A		
C19B	Chevrolet	Silverado 1500 Special Service	2026	Truck	4WD	\$ 42,583		
C20	Chevrolet	Silverado 1500 Police Pursuit				5.3L EcoTec3 V8 engine		
C20A	Chevrolet	Silverado 1500 Police Pursuit	2026	Truck	4WD	\$ 45,663		
C21	Chevrolet	Tahoe Special Service				5.3L V8 engine		
C21A	Chevrolet	Tahoe Special Service	2026	SUV	4WD	\$ 52,589		
C22	Chevrolet	Tahoe Police Pursuit				5.3L V8 engine		
C22A	Chevrolet	Tahoe Police Pursuit	2026	SUV	2WD	\$ 49,753		
C22B	Chevrolet	Tahoe Police Pursuit	2026	SUV	4WD	\$ 52,493		
C23	Chevrolet	Express Transport Van				4.3L V6 engine		
C23A	Chevrolet	Express Transport Van 2500	2026	Regular	RWD	\$ 36,753	6.6L gas V8 engine	
C23B	Chevrolet	Express Transport Van 3500	2026	Regular	RWD	\$ 39,933	\$ 38,397	\$
C23C	Chevrolet	Express Transport Van 3500	2026	Extended	RWD	\$ 40,653	\$ 42,487	\$
Electric Vehicle								
C24	Chevrolet	Blazer EV Police Pursuit		SUV		20-amp relay	30-amp/40-amp relay	50-amp/100-amp
C24A	Chevrolet	Blazer EV Police Pursuit Vehicle	2026	SUV		\$ 43,553	\$ 43,553	\$ 43,553

Provide a standard percentage (%) discount for additional Manufacturer Models not listed above or that may have not been released at the time of this bid.

NOTE: DISCOUNT PERCENT (%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP

%

Provide a Standard percentage (%) discount for additional options not listed or that may have not been released at the time of this bid.
 NOTE: DISCOUNT PERCENTAGE(S) SHALL BE OFF OF CURRENT MANUFACTURER MSRP

ATTACHMENT GM 8
 GENERAL MOTORS (GM) - Options
 NON-CORE / CATALOG OPTIONS

GM- Truck	Additional Key/ Keyjob	Remote Vehicle Start	Protective Vinyl Body molding	Reverse Sensing System	Trailer/Towin & Package	Extra Cost Paint	Trailer Sway Control System	**Running Boards	Front/ Rear Splash Gards	**All Weather Floor Mats	Back up Camres	**Aluminum Toolbox	**All Season Tires	**Aluminum Bed Topper
C11 Chevrolet Colorado	450	N/A		STD	975	595				280	STD		350	
C11A Chevrolet Colorado	450	N/A		STD	975	595				280	STD		350	
C11B Chevrolet Colorado	450	N/A		STD	975	595				280	STD		350	
C11C Chevrolet Colorado	450	N/A		STD	975	595				280	STD		350	
C11D Chevrolet Colorado	450	400		STD	975	595				280	STD		350	
C12 Chevrolet Silverado 1500	450	N/A		STD	975	595				280	STD		350	
C12A1 Chevrolet Silverado 1500	450	N/A		STD	975	595				280	STD		350	
C12A2 Chevrolet Silverado 1500	450	N/A		STD	975	595				280	STD		350	
C12B1 Chevrolet Silverado 1500	450	N/A		STD	975	595				280	STD		350	
C12B2 Chevrolet Silverado 1500	450	N/A		STD	975	595				280	STD		350	
C12C1 Chevrolet Silverado 1500	450	N/A		STD	975	595				280	STD		350	
C12C2 Chevrolet Silverado 1500	450	N/A		STD	975	595				280	STD		350	
C12D1 Chevrolet Silverado 1500	450	N/A		STD	975	595				280	STD		350	
C12D2 Chevrolet Silverado 1500	450	N/A		STD	975	595				280	STD		350	
C12E Chevrolet Silverado 1500	450	400		STD	975	595				280	STD		350	
C12F Chevrolet Silverado 1500	450	400		STD	975	595				280	STD		350	
C12G Chevrolet Silverado 1500	450	400		STD	975	595				280	STD		350	
C12H Chevrolet Silverado 1500	450	400		STD	975	595				280	STD		350	
C12I Chevrolet Silverado 1500	450	400		STD	975	595				280	STD		350	
C12J Chevrolet Silverado 1500	450	400		STD	975	595				280	STD		350	
GM- Truck														
C11 Chevrolet Colorado	Front & Rear Splashguards	**Spray In Bed liner	**Lay In Bed liner	**Tonneau Cover soft	**Tonnau Cover Hard	**Utility Box SRW	**Utility Box Paint	**Snow Plow V Plow	**Snow plow Prep Package	Integrated Brake Control System	Locking Tailgate	Sliding Rear Window	**Non Standard Gear Ratio	**Fiberglass Bed Topper
C11A Chevrolet Colorado		475								945	STD	N/A	N/A	
C11B Chevrolet Colorado		475								945	STD	N/A	N/A	
C11C Chevrolet Colorado		475								945	STD	N/A	N/A	
C11D Chevrolet Colorado		475								945	STD	N/A	N/A	
C12 Chevrolet Silverado 1500		475								945	STD	N/A	N/A	
C12A1 Chevrolet Silverado 1500		475								945	STD	N/A	N/A	
C12A2 Chevrolet Silverado 1500		475								945	STD	N/A	N/A	
C12B1 Chevrolet Silverado 1500		475								945	STD	N/A	N/A	
C12B2 Chevrolet Silverado 1500		475								945	STD	N/A	N/A	
C12C1 Chevrolet Silverado 1500		475								945	STD	N/A	N/A	
C12C2 Chevrolet Silverado 1500		475								945	STD	N/A	N/A	
C12D1 Chevrolet Silverado 1500		475								945	STD	N/A	N/A	
C12D2 Chevrolet Silverado 1500		475								945	STD	N/A	N/A	
C12E Chevrolet Silverado 1500		475								945	STD	N/A	N/A	
C12F Chevrolet Silverado 1500		475								945	STD	N/A	N/A	
C12G Chevrolet Silverado 1500		475								945	STD	N/A	N/A	
C12H Chevrolet Silverado 1500		475								945	STD	N/A	N/A	
C12I Chevrolet Silverado 1500		475								945	STD	N/A	N/A	
C12J Chevrolet Silverado 1500		475								945	STD	N/A	N/A	

ATTACHMENT GM 10
GENERAL MOTORS (GM) - Options
NON-CORE/ CATALOG OPTIONS

If marked with (*) provide Manufacturer Brochure or specification related documents

Provide a Standard percentage (%) discount for additional options not listed or that may have not been released at the time of this bid.
NOTE: DISCOUNT PRECENT(%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP

3 %

GM - Police		Additional Key/ Keyfob	Remote Vehicle Start	Remote Keyless Entry	Trailer Package	Reverse Sensing System	Auxiliary Battery Installation	Front/ Rear Splash Guards	**Running Boards	Alternator High Output	100 Watt Siren Speaker	Extra Cost Paint	**All Season Tires
C19	Chevrolet Silverado 1500 Special Service												
C19A	Chevrolet Silverado 1500 Special Service	450											
C19B	Chevrolet Silverado 1500 Special Service	450	Call	510	425	1140	Call	Call	Call	For	Call	650	Call
C20	Chevrolet Silverado 1500 Police Pursuit	450	Call	510	425	1140	Call	Call	Call	For	Call	650	Call
C20A	Chevrolet Silverado 1500 Police Pursuit	450	Call	510	425	1140	Call	Call	Call	For	Call	650	Call
C21	Chevrolet Tahoe Special Service	450	Call	510	425	---	Call	Call	Call	For	Call	650	Call
C22	Chevrolet Tahoe Police Pursuit	450	Call	510	425	---	Call	Call	Call	For	Call	650	Call
C22A	Chevrolet Tahoe Police Pursuit	450	Call	510	425	---	Call	Call	Call	For	Call	650	Call
C22B	Chevrolet Tahoe Police Pursuit	450	Call	510	425	---	Call	Call	Call	For	Call	650	Call
C23	Chevrolet Express Transport Van	450	Call	510	425	---	Call	Call	Call	For	Call	650	Call
C23A	Chevrolet Express Transport Van 2500	450	Call	510	425	3105	Call	Call	Call	For	Call	650	Call
C23B	Chevrolet Express Transport Van 3500	450	Call	510	425	3105	Call	Call	Call	For	Call	650	Call
C23C	Chevrolet Express Transport Van 3500	450	Call	510	425	3105	Call	Call	Call	For	Call	650	Call
C24	Chevrolet Blazer EV Police Pursuit	450	Call	510	425	3105	Call	Call	Call	For	Call	650	Call
C24A	Chevrolet Blazer EV Police Pursuit Vehicle	450	Call	510	425	3105	Call	Call	Call	For	Call	650	Call
GM - Police		Disconnect Daylight running lights	Driver Side Spot light	Dual Side Spot light	Cargo Dome Lamp	Dome Lamp Disable	Bluetooth hands free	**Sentina Push Bumper	Additional Power outlet	Deep Tint	Rear Trunk Communicatio n Tray	Alternating Headlight Flasher	**Pro-Gard Pushbumper
C19	Chevrolet Silverado 1500 Special Service												
C19A	Chevrolet Silverado 1500 Special Service	90	Call	Call	Call	Call	510	Call	Call	Call	Call	Call	Call
C19B	Chevrolet Silverado 1500 Special Service	90	Call	Call	Call	Call	510	Call	Call	Call	Call	Call	Call
C20	Chevrolet Silverado 1500 Police Pursuit	90	Call	Call	Call	Call	510	Call	Call	Call	Call	Call	Call
C20A	Chevrolet Silverado 1500 Police Pursuit	90	Call	Call	Call	Call	510	Call	Call	Call	Call	Call	Call
C21	Chevrolet Tahoe Special Service	90	Call	Call	Call	Call	510	Call	Call	Call	Call	Call	Call
C22	Chevrolet Tahoe Police Pursuit	90	Call	Call	Call	Call	510	Call	Call	Call	Call	Call	Call
C22A	Chevrolet Tahoe Police Pursuit	90	Call	Call	Call	Call	510	Call	Call	Call	Call	Call	Call
C22B	Chevrolet Tahoe Police Pursuit	90	Call	Call	Call	Call	510	Call	Call	Call	Call	Call	Call
C23	Chevrolet Express Transport Van	90	Call	Call	Call	Call	510	Call	Call	Call	Call	Call	Call
C23A	Chevrolet Express Transport Van 2500	90	Call	Call	Call	Call	510	Call	Call	Call	Call	Call	Call
C23B	Chevrolet Express Transport Van 3500	90	Call	Call	Call	Call	510	Call	Call	Call	Call	Call	Call
C23C	Chevrolet Express Transport Van 3500	90	Call	Call	Call	Call	510	Call	Call	Call	Call	Call	Call
C24	Chevrolet Blazer EV Police Pursuit	90	Call	Call	Call	Call	510	Call	Call	Call	Call	Call	Call
C24A	Chevrolet Blazer EV Police Pursuit Vehicle	90	Call	Call	Call	Call	510	Call	Call	Call	Call	Call	Call

ATTACHMENT GM 9
GENERAL MOTORS (GM) - Options
NON-CORE/ CATALOG OPTIONS

If marked with (***) provide Manufacturer Brochure or specification related documents

Provide a standard percentage (%) discount for additional options not listed or that may have not been released at the time of this bid.

NOTE: DISCOUNT PERCENTAGE SHALL BE OFF OF COMBINED MANUFACTURER MSRP

3 %

GM- Truck	Additional Key/ Keypad	Remote Vehicle Start	Protective Vinyl Body Molding	Reverse Sensing System	Trailer/Towing Package	Extra Cast Paint	Trailer Sway Control System	**Running Boards	Front/ Rear Splash Guards	**All Weather Floor Mats	Back up Camera	**Aluminum Toolbox	**All Season Tires	**Aluminum Bed Topper
C13 Chevrolet Silverado HD 2500														
C13A Chevrolet Silverado HD 2500														
C13B Chevrolet Silverado HD 2500														
C13 Chevrolet Silverado HD 2500														
C13C Chevrolet Silverado HD 2500														
C13D Chevrolet Silverado HD 2500														
C13 Chevrolet Silverado HD 2500														
C13E Chevrolet Silverado HD 2500														
C13F Chevrolet Silverado HD 2500														
C13 Chevrolet Silverado HD 2500														
C13G Chevrolet Silverado HD 2500														
C13H Chevrolet Silverado HD 2500														
C13I Chevrolet Silverado HD 2500														
C13J Chevrolet Silverado HD 2500														
C13K Chevrolet Silverado HD 2500														
C13L Chevrolet Silverado HD 2500														
C13M Chevrolet Silverado HD 2500														
C13N Chevrolet Silverado HD 2500														
C13O Chevrolet Silverado HD 2500														
C13P Chevrolet Silverado HD 2500														
C13Q Chevrolet Silverado HD 2500														
C13R Chevrolet Silverado HD 2500														
C13S Chevrolet Silverado HD 2500														
C13T Chevrolet Silverado HD 2500														
C13U Chevrolet Silverado HD 2500														
C13V Chevrolet Silverado HD 2500														
C13W Chevrolet Silverado HD 2500														
C13X Chevrolet Silverado HD 2500														
C13Y Chevrolet Silverado HD 2500														
C13Z Chevrolet Silverado HD 2500														
C14 Chevrolet Silverado HD 3500														
C14A Chevrolet Silverado HD 3500														
C14B Chevrolet Silverado HD 3500														
C14C Chevrolet Silverado HD 3500														
C14D Chevrolet Silverado HD 3500														
C14E Chevrolet Silverado HD 3500														
C14F Chevrolet Silverado HD 3500														
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C14H Chevrolet Silverado HD 3500														
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C14M Chevrolet Silverado HD 3500														
C14N Chevrolet Silverado HD 3500														
C14O Chevrolet Silverado HD 3500														
C14P Chevrolet Silverado HD 3500														
C14Q Chevrolet Silverado HD 3500														
C14R Chevrolet Silverado HD 3500														
C14S Chevrolet Silverado HD 3500														
C14T Chevrolet Silverado HD 3500														
C14U Chevrolet Silverado HD 3500														
C14V Chevrolet Silverado HD 3500														
C14W Chevrolet Silverado HD 3500														
C14X Chevrolet Silverado HD 3500														
C14Y Chevrolet Silverado HD 3500														
C14Z Chevrolet Silverado HD 3500														
C15 Chevrolet Silverado HD 4500														
C15A Chevrolet Silverado HD 4500														
C15B Chevrolet Silverado HD 4500														
C15C Chevrolet Silverado HD 4500														
C15D Chevrolet Silverado HD 4500														
C15E Chevrolet Silverado HD 4500														
C15F Chevrolet Silverado HD 4500														
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C16V Chevrolet Silverado HD 5500														
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C17F Chevrolet Silverado HD 6500														
C17G Chevrolet Silverado HD 6500														
C17H Chevrolet Silverado HD 6500														
C17I Chevrolet Silverado HD 6500														
C17J Chevrolet Silverado HD 6500														
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C17P Chevrolet Silverado HD 6500														
C17Q Chevrolet Silverado HD 6500														
C17R Chevrolet Silverado HD 6500														
C17S Chevrolet Silverado HD 6500														
C17T Chevrolet Silverado HD 6500														
C17U Chevrolet Silverado HD 6500														
C17V Chevrolet Silverado HD 6500														
C17W Chevrolet Silverado HD 6500														
C17X Chevrolet Silverado HD 6500														
C17Y Chevrolet Silverado HD 6500														
C17Z Chevrolet Silverado HD 6500														

Unit 210



Vehicle Inspection

Unit 210

Customer Name: _____ Date: 12/23/2025
 Telephone: _____ Email: _____

VEHICLE INFORMATION

Year: 11/5/2005 Make: FORD Model: F-150
 Mileage: 116574 VIN: 1FTRX14W28FB13612 License Plate #: 27853
 Cylinders: 8 Displacement: 4.6 L Transmission: ☒ Automatic ☐ Continuous Variable Transmission ☐ Manual
 Drivetrain: ☐ All Wheel Drive ☐ Front Wheel Drive ☐ Rear Wheel Drive ☒ Four Wheel Drive

MAINTENANCE SERVICES / STARTING

INSPECTION ITEMS:	OK	SUG	REQ	SCHED MAINT:	WHY RECOMMENDED:
WIPER BLADES	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> Front <input type="checkbox"/> Rear <u>CHATTERING</u>
HEADLIGHTS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
MINI LIGHTS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/> Brake <input type="checkbox"/> Turn Signal <input type="checkbox"/> Parking <input checked="" type="checkbox"/> License Plate
AIR FILTER	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<u>CARGO LIGHT</u>
CABIN AIR FILTER	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>N/A</u>	
WASHER FLUID LEVEL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
OIL LEVEL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
TRANSMISSION FLUID LEVEL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/> Flush <input type="checkbox"/> Pan Service
POWER STEERING FLUID LEVEL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Over 50,000 Miles? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N
POWER STEERING HOSES	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> Pressure <input type="checkbox"/> Return
BRAKE FLUID LEVEL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/> Brake Inspection
COOLANT LEVEL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Type:
COOLANT HOSES	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/> Upper <input type="checkbox"/> Lower <input type="checkbox"/> Bypass <input type="checkbox"/> Heater
BELTS <input type="checkbox"/> V-Belt <input checked="" type="checkbox"/> Serpentine	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/> Alternator <input type="checkbox"/> Air Conditioning <input type="checkbox"/> Power Steering <input type="checkbox"/> Air Pump
BELT TENSIONER	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
BATTERY TEST	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> Good <input type="checkbox"/> Marginal <input type="checkbox"/> Replace
START/CHARGE TEST	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
SPARK PLUGS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
IGNITION WIRES	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
FUEL FILTER	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
VALVE COVER GASKETS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<u>MINOR LEAKS BOTH SIDES</u>
TIMING BELT	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<u>NOT CHANGED</u>

STEERING AND SUSPENSION

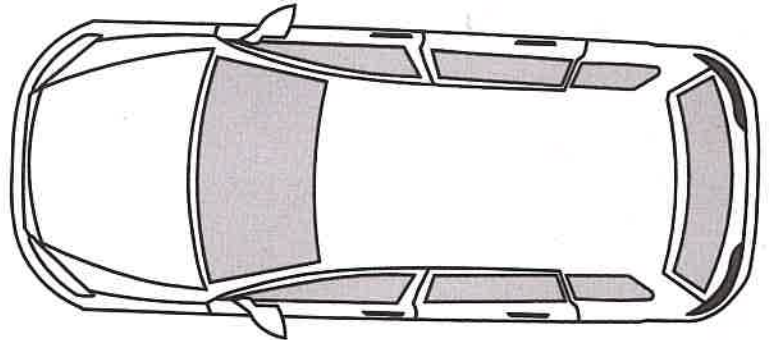
U-JOINT	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Front <input type="checkbox"/> Rear
IDLER/PITMAN ARM	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Idler <input type="checkbox"/> Pitman <u>N/A</u>
CENTER LINK	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>N/A</u>
BUSHINGS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Control Arm <input type="checkbox"/> Sway Bar <input type="checkbox"/> Front <input type="checkbox"/> Rear
LINK PINS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Front <input type="checkbox"/> Left <input type="checkbox"/> Right <input type="checkbox"/> Rear <input type="checkbox"/> Left <input type="checkbox"/> Right
TIE ROD ENDS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Left Outer <input type="checkbox"/> Left Inner <input type="checkbox"/> Right Outer <input type="checkbox"/> Right Inner <input type="checkbox"/> Sleeve(s)
BALL JOINTS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Left Upper <input checked="" type="checkbox"/> Left Lower <input type="checkbox"/> Right Upper <input type="checkbox"/> Right Lower Spec _____ Actual _____
RACK & PINION ASSEMBLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>RACK & PINION LEAKING</u>
CV BOOTS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Left Outer <input type="checkbox"/> Left Inner <input type="checkbox"/> Right Outer <input checked="" type="checkbox"/> Right Inner
CV JOINTS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Left Outer <input type="checkbox"/> Left Inner <input type="checkbox"/> Right Outer <input type="checkbox"/> Right Inner
STRUTS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Front <input type="checkbox"/> Left <input type="checkbox"/> Right <input type="checkbox"/> Rear <input type="checkbox"/> Left <input type="checkbox"/> Right
SHOCKS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Front <input type="checkbox"/> Left <input type="checkbox"/> Right <input type="checkbox"/> Rear <input type="checkbox"/> Left <input type="checkbox"/> Right

RIGHT FRONT

Tread Wear: ABNORMAL
 Tread Depth: 6/32"
 Tire Pressure: 24
 Brake Pads: GOOD
 Outer: ☒ Inner: ☒

RIGHT REAR

Tread Wear: OK
 Tread Depth: 9/32"
 Tire Pressure: 27
 Brake Pads: GOOD
 Outer: ☒ Inner: ☒



LEFT FRONT

Tread Wear: ABNORMAL
 Tread Depth: 6/32"
 Tire Pressure: 25
 Brake Pads: GOOD
 Outer: ☒ Inner: ☒

LEFT REAR

Tread Wear: OK
 Tread Depth: 9/32"
 Tire Pressure: 28
 Brake Pads: GOOD
 Outer: ☒ Inner: ☒

Notes

FRONT ~~REAR~~ DIFFERENTIAL LEAKING,
 OIL PAN LEAKING, POWER STEERING
 PUMP LEAKING, BUMPER FRONT BENT DRIVER
 SIDE, PAINT DAMAGE BELOW GRILL. RUNNING
 BOARDS RUSTED THROUGH, BOTH FRONT
 FENDER, BOTH ROCKER PANELS, BOTH REAR
 WHEEL WELLS RUST DAMAGE, LICENSE PLATE
 LIGHT OUT, CARGO LIGHT OUT, PASSENGER
 FRONT WINDOW VERY SLOW, PAINT DAMAGE

ON TAIL GATE. REAR DIFFERENTIAL COVER LEAKING. GROUND CABLE AT
RIGHT FRONT WHEEL RUSTED THROUGH. PAINT DAMAGE AT FUEL TANK FILL
NECK. PAINT DAMAGE ON HOOD BY GRILL. CHROME PEEING OF GRILL.
GAS SPRINGS ON HOOD BAD

R E S O L U T I O N 2026-6

WHEREAS, the Streets Division of the Public Works Department for the City of Grand Island, budgeted for a vehicle in the 2025/2026 fiscal year; and

WHEREAS, the State of Nebraska Contract No. 16215 OC meets all equipment specifications and all statutory bidding requirements; and

WHEREAS, the State of Nebraska awarded said contract to Sid Dillon Ford Inc of Wahoo, Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment is authorized for a 2026 Chevrolet Silverado 3500, 4x4, crew cab pick-up with utility body in the amount of \$77,933.00 from Sid Dillon Ford Inc of Wahoo, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 13, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 7.k.

Subject: #2026-7 - Approving a five (5) year contract with the Grand Island Casino Resort for Grand Island Police Officers to work uniformed security.

Staff Contact: Chief Kevin Denney

BACKGROUND: Officers of the Grand Island Police Department had periodically been working overtime uniformed security at the Grand Island Casino Resort in 2025. To ensure expectations are clear, reimbursements are governed by contract, and to codify liability and insurance obligations, a contract was developed.. A five (5) year contract was agreed upon with the City and signed by the Grand Island Casino Resort. We are asking for the Mayor to also sign this contract on behalf of the City.

DISCUSSION: For several weekends in the 2025, the Grand Island Casino Resort had requested uniformed Grand Island Police Officers, to provide additional security at the Casino. Officers would work uniformed overtime and the Grand Island Police Department would invoice the Casino Resort for this overtime. This contract will allow officers to work, as needed, when staffing allows. The City and the Grand Island Casino Resort have agreed to a 5 year contract for periodic uniformed security being provided by Grand Island Police Officers, at an overtime rate of pay.

FISCAL IMPACT: Hours worked by Grand Island Police Officers working overtime uniformed security at the Casino Resort will be invoiced to the Grand Island Casino Resort and the City will be reimbursed actual costs.

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

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

RECOMMENDATION: City Administration recommends that Council approve the five (5) contract for Uniformed Police Officers to work overtime security at the Grand Island Casino

Resort.

SAMPLE MOTION: Move to approve the contract between the Grand Island Police Department and the Grand Island Casino Resort for officers to work overtime uniformed security.

ATTACHMENTS:

1. Contract
2. Resolution

REQUEST TO HIRE OVERTIME POLICE OFFICERS

CONTRACTING AGENCY: Grand Island Casino Resort, LLC

CONTRACTED ENTITY: *CITY OF GRAND ISLAND*

1. ROLE OF THE EMPLOYEE.

- 1.1. When hiring a commissioned, law enforcement employee to perform law enforcement functions, the employee can enforce applicable State and local laws and perform law enforcement responsibilities including traffic direction. The Employee does not become the employee of the Contracting Agency and retains their rights, duties, and responsibilities to the City of Grand Island and their law enforcement certification. The Contracting Agency does not hire the right to direct, require, or restrict, the employees discretion.

2. PURPOSE.

- 2.1. Grand Island Casino Resort, LLC as the "Contracting Agency", is requesting the City of Grand Island Police Department ("GIPD"), on behalf of the City of Grand Island ("CITY"), to provide certified law enforcement officers employed by the CITY to be on site at the Grand Island Casino during certain hours or events to provide security under the CITY's policies and City & State Statutes at the Contracting Agency's location
- 2.2. GIPD employee roles and responsibilities will vary depending on assignment. Roles may include oversight of facility entrances or areas within or outside the facility and escort of specified personnel for detection of violations, threatening situations and as a physical deterrence to criminal acts; first response to disturbances and complaints of potential or obvious criminal violations.
- 2.3. Supervision is determined by GIPD.

3. FINANCE

- 3.1. Contracting Agency will pay the employees hired under this agreement for the hours worked as reported by GIPD. Contracting Agency agrees to pay the City for the Actual Costs of providing the employee(s) as described below:
 - 3.1.1. Within 45 days of each hiring event, GIPD will submit to Contracting Agency a report for each event or date for which services were provided by GIPD employees. This report will list the names of employees working the event and the number of hours worked by each employee, and the Actual Costs associated with providing those employees for each event/date.
 - 3.1.2. Commissioned, non-exempt personnel: Actual Costs include compensation at the rate of one and one-half (1.5) times the regular hourly rate of the employee, plus benefits (currently calculated at 20.45% of gross pay earned for work under this agreement, but may vary during the life of this contract).
 - 3.1.3. Commissioned, exempt personnel: Actual Costs include compensation at an established

regular hourly rate of the employee, plus benefits (currently calculated at 20.45% of gross pay earned for work under this agreement, but may vary during the life of this contract).

3.1.4. Contracting Agency will remit payment within 30 days of receipt of the monthly invoice.

4. EMPLOYMENT/BENEFITS.

4.1. Employees of GIPD hired under this agreement shall not be considered employees of Contracting Agency and shall not be entitled to any employment benefits from Contracting Agency.

5. TERM.

5.1. This Agreement shall be considered to cover all per-event or per-day hirings occurring between January 1, 2026 and December 31, 2030. Each individual hiring event shall be established either at a per-event term or a per-day term. No guaranteed minimum hiring events are established by this agreement. Contracting Agency understands that availability will be contingent on staffing and the facts surrounding each hiring event/date. The Parties understand that the City does not have an obligation to provide employees for any individual hiring date/event.

6. TERMINATION

6.1. This Agreement may be terminated by either Party to the Agreement notifying the other Party in writing of such Party's intention to terminate the Agreement not less than ninety (90) days prior to termination.

7. INDEMNIFICATION/ INSURANCE.

7.1. The Contracting Agency requests assistance of employees of the GIPD and the undersigned acknowledges that employees which are commissioned law enforcement may have to use force or effectuate an arrest during the job/assignment. In consideration of this Request, the Contracting Agency agrees to the fullest extent permitted by law, and without regard to the availability, terms or limits of liability of any insurance, to defend, indemnify and hold harmless the CITY, its agents, officers and employees from and against any and all claims, suits, demands, actions, liabilities, losses, damages or judgments arising by injury or death of any person, claim of wrongful arrest, or civil violation of any civil right, or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, court costs, investigator fees and expert fees) of any nature whatsoever that is caused in whole or in part by the intentional or negligent act or omission of the Contracting Agency or Contracting Agencies employees or contractors, or anyone for whose acts for which the Contracting Agency may be liable. Notwithstanding the above indemnification, the Contracting Agency shall give the CITY reasonable notice of any matter covered herein that occurred during the job/assignment and shall forward to the CITY a copy of every demand, notice, summons or other process received in any claim or legal proceeding covered hereby.

7.2. The Contracting Agency also agrees to cooperate with the CITY in the provision of any record, video, materials, or other resources which the CITY may determine are necessary to address any employment-related issues related to the Employee performing work under this Agreement.

7.3. In addition to the above indemnification, the Contracting Agency agrees and certifies that it will maintain insurance coverage protecting the Contracting Agency and the CITY. The minimum

acceptable limits of liability to be provided by such insurance shall be as follows:

- All Acts or Omissions - \$1,000,000 each Occurrence, \$3,000,000 Aggregate;
- Bodily Injury/Property Damage - \$1,000,000 each Occurrence, \$3,000,000 Aggregate;
- Personal Injury Damage - \$1,000,000 each Occurrence;
- Contractual Liability - \$1,000,000 each Occurrence;
- Medical Expenses (any one person) - \$10,000.

7.4. Umbrella insurance may be used to supplement insurance coverage provided that the umbrella insurance contains terms no more restrictive than the applicable underlying insurance and incorporates all coverage areas listed above at amounts in excess of the above values. A Certificate of Insurance and a letter of coverage for the CITY shall be provided with this signed Request. All insurance provided shall be on standard ISO forms, shall be written on an "occurrence" and "duty to defend" basis, and shall be specifically identified as being primary and non-contributory with respect to any insurance or self- insurance available to the CITY, its employees or its assigns. In the event of a failure to provide the described insurance, the Contracting Agency shall defend, indemnify and hold harmless the CITY, its employees and its assigns to the same extent as if the described insurance had been obtained as required by this agreement.

7.5. Contracting Agency is required to provide the CITY with thirty (30) days' notice of cancellation, non- renewal or any material reduction of insurance as required by this Request form.

7.6. Section 7 survives the expiration of this Request and/or the completion of services by the employee(s).

8. FAIR EMPLOYMENT & LABOR STANDARDS.

8.1. Contracting Agency shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Neb. Rev. Stat. § 48-1122, as amended. The undersigned shall maintain Fair Labor Standards in the performance of this agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

9. INTEGRATION, AMENDMENTS, ASSIGNMENTS.

9.1. This Request represents the entire agreement. Contracting Agency is prohibited from subcontracting duties and responsibilities found in this Request. Additionally, the undersigned shall be prohibited from entering into a separate agreement with CITY employee(s) which is inconsistent with this document, specifically but not limited to liability and insurance requirements.

10. SEVERABILITY & SAVINGS CLAUSE.

10.1. Each section and each subdivision of this Request is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of the terms of this document and invalidity of any section or subdivision of a section of this Request shall not invalidate any other section or subdivision of a section thereof.

11. NEBRASKA LAW.

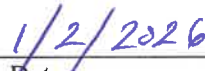
11.1. The terms of this Request shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

12. CAPACITY.

12.1. Each of the undersigned representatives hereby agrees and represents that he or she is legally capable to sign this document and to lawfully bind his or her respective Party to the terms of this document.

By: Grand Island Casino Resort, LLC


Representative of Contracting Agency


Date

By: City of Grand Island

Mayor

Date

Approved as to Form:

City Attorney

RESOLUTION 2026-7

WHEREAS, the City of Grand Island Police Department has officers who have been periodically working uniformed overtime security at the Grand Island Casino Resort; and

WHEREAS, the City and Grand Island Casino Resort have agreed upon a five (5) year contract for Overtime Police Officers to work security as needed; and

WHEREAS, the Grand Island Casino Resort will be invoiced and reimburse the City for officers working overtime security.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the five (5) year Overtime Police Officers contract between the City and the Grand Island Casino Resort be approved with payment from the Casino Resort to the City for any overtime uniformed security work by Police Officers.

BE IT FURTHER RESOLVED that the Mayor and designees are hereby authorized to take all actions necessary to effect the purpose of this resolution.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 13, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 7.I.

Subject: #2026-8 - Approving Final Plat - Jake's Lake Subdivision

Staff Contact: Chad Nabity

BACKGROUND: The proposed plat increases the size of an existing lot by located on Harrison Street between Brach's Lake and the street. The additional property is currently owned by the City and is excess property that is proposed for sale to the adjacent property owner.

DISCUSSION: The additional property is currently unplatted and part of the lake. This plat does not create any additional lots or negatively impact the lake or the City's ability to maintain drainage through the area.

FISCAL IMPACT: This will add additional property to the property tax rolls.

ALTERNATIVES: Approve the Resolution authorizing the Mayor to sign the plat and subdivision agreement.

Deny the Resolution.

Move the item to a committee.

RECOMMENDATION: Approve the Resolution authorizing the Mayor to sign the plat and subdivision agreement.

SAMPLE MOTION: Move to approve the Resolution authorizing the Mayor to sign the plat and subdivision agreement.

ATTACHMENTS:

1. Aerial Map
2. Subdivision Final
3. Application
4. Jake's Lake Subdivision Agreement
5. Resolution

PROPOSED SUBDIVISION AERIAL MAP



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

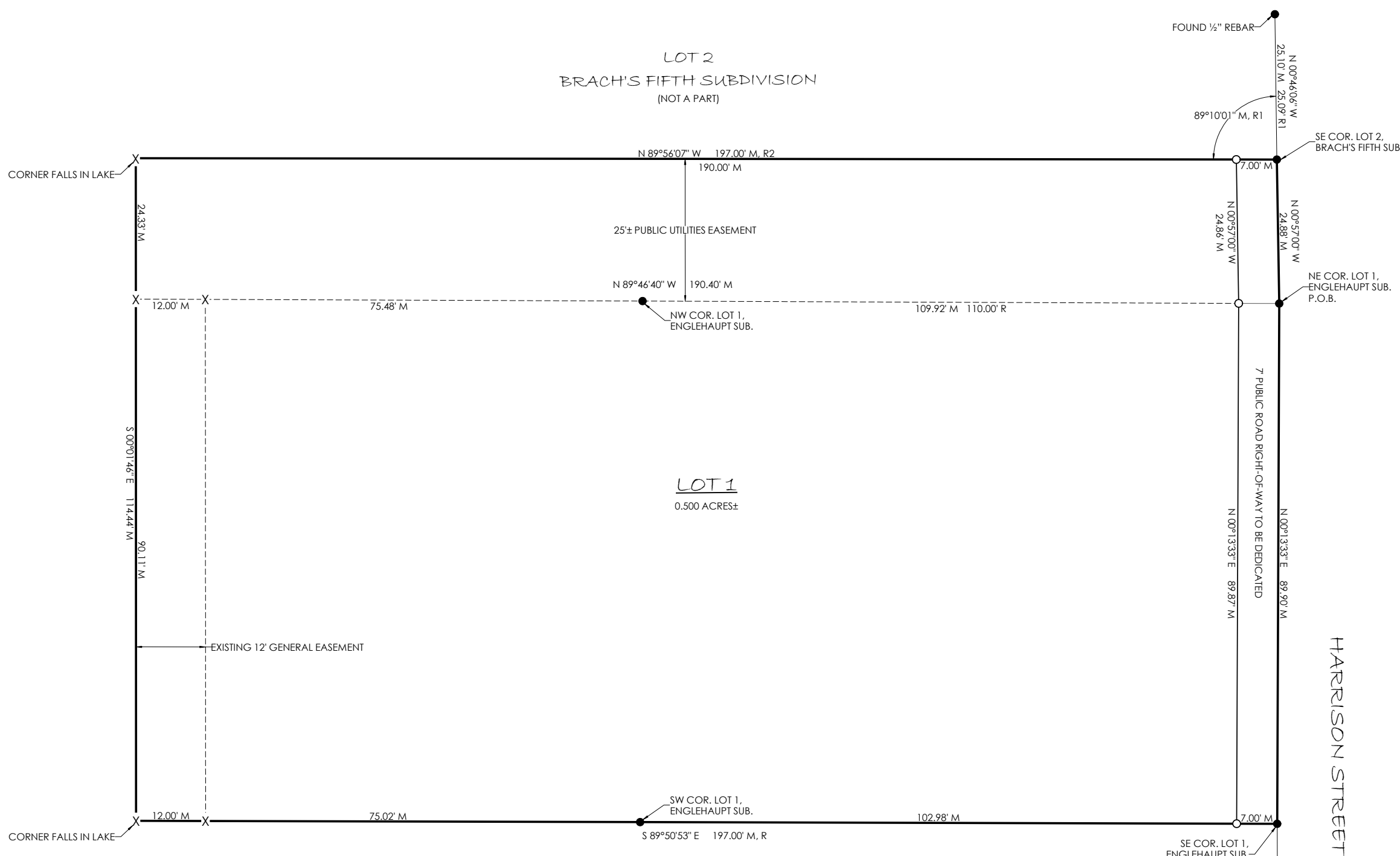
100

Feet

JAKE'S LAKE SUBDIVISION

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

- FINAL PLAT -



SURVEYOR'S NOTES

- BEARINGS ARE BASED ON THE HALL COUNTY LOW DISTORTION PROJECTION
- DISTANCES ARE GIVEN AS GROUND DISTANCES AND INTERNATIONAL FEET
- THE DEED CONVEYING THE TRACT OF LAND SHOWN ON THE LS #31 SURVEY DATED 04/27/1967 IS FOUND IN BOOK 157, PAGE 452 IN THE OFFICE OF THE REGISTER OF DEEDS, HALL COUNTY, NEBRASKA.

LEGAL DESCRIPTION

A tract of land comprising all of Lot One (1), Englehaup Subdivision AND a part of the Northwest Quarter of the Southwest Quarter (NW¹/₄SW¹/₄), Section Twenty One (21), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., City of Grand Island, Hall County, Nebraska, More particularly described as follows:
Beginning at the northeast corner of said Lot 1, Englehaup Subdivision, said point being on the westerly right-of-way-line of Harrison Street; thence N 00°57'00" W on and upon said right-of-way line a distance of 24.88 feet to the southeast corner of Lot Two (2), Brach's Fifth Subdivision; thence N 89°56'07" W on and upon the south line of said Lot 2 a distance of 197.00 feet; thence S 00°01'46" E a distance of 114.44 feet to a point on the extension of the southerly line of said Lot 1, Englehaup Subdivision; thence S 89°50'53" E on and upon the extension of the southerly line of said Lot 1 a distance of 197.00 feet to the southeast corner of said Lot 1, said corner being on the westerly right-of-way-line of Harrison Street; thence N 00°13'33" E on and upon said right-of-way line a distance of 89.90 feet to the Point of Beginning. Said tract contains 0.518 acres more or less, of which 0.018 acres are Public Road right-of-way to be dedicated.

SURVEYOR'S CERTIFICATE

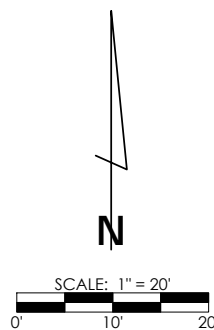
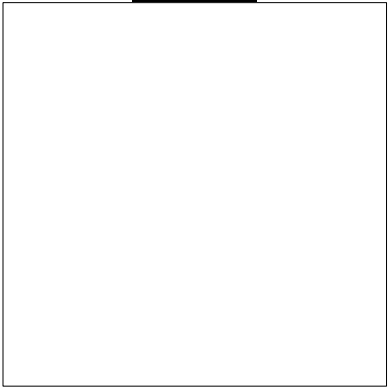
I, Evan A. Jasnowski, Nebraska Professional Land Surveyor #776, duly registered under the Land Surveyor's Regulation Act, do hereby state that at the request of Jake Baasch, I have caused to be made a survey of the land depicted on the accompanying plat; that said plat is a true delineation of said survey performed personally or under my direct supervision; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct, and in accordance with the Minimum Standards for Surveys in effect at the time of this survey.

Evan A. Jasnowski
Evan A. Jasnowski PLS #776

08/15/2025
Date



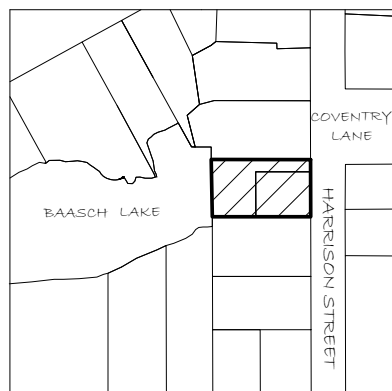
REPOSITORY



LEGEND

- M = MEASURED DISTANCE
- R = RECORDED DISTANCE (ENGLEHAUPT SUB.)
- R1 = RECORDED DISTANCE (BRACH'S FIFTH SUB.)
- R2 = RECORDED DISTANCE (LS #31 SURVEY - 04/27/1967)
- P.O.B. = POINT OF BEGINNING
- X = COMPUTED POINT
- O = 3/4" REBAR w/ PLASTIC CAP PLACED
- = 1/2" IRON PIPE FOUND UNLESS NOTED

SITUATION SKETCH: NOT TO SCALE



DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the City of Grand Island, owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "Jake's Lake Subdivision", Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the road right-of-way as shown thereon to the public for their use forever, and the easements, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstruction upon, over, along or underneath the surface of such easements; and that foregoing subdivision as more particularly described in the description as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietors.

IN WITNESS WHEREOF, I have affixed my signature hereto at _____, this _____ day of _____, 202____.

Roger Steele, Mayor, City of Grand Island, Nebraska

ACKNOWLEDGEMENT

State of Nebraska

County of Hall

On this, the _____ day of _____, 202____, before me _____, a Notary Public within and for said County, personally appeared Roger Steele, Mayor of the City of Grand Island, owners of the land shown hereon, to me personally known to be the identical person whose signature is affixed hereto, and that they did acknowledge the execution thereof to be their voluntary act and deed, and that they are empowered to make the above dedication for and in behalf of said " Jake's Lake Subdivision ".

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at _____, _____, on the date last above written.

My commission expires _____.

Notary Public

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that John Baasch Auger Fighting, Inc., a Nebraska Corporation owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "Jake's Lake Subdivision", Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the road right-of-way as shown thereon to the public for their use forever, and the easements, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstruction upon, over, along or underneath the surface of such easements; and that foregoing subdivision as more particularly described in the description as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietors.

IN WITNESS WHEREOF, I have affixed my signature hereto at _____, this _____ day of _____, 202____.

John D. Baasch, President, John Baasch Auger Fighting, Inc.

ACKNOWLEDGEMENT

State of Nebraska

County of Hall

On this, the _____ day of _____, 202____, before me _____, a Notary Public within and for said County, personally appeared John D. Baasch, President of John Baasch Auger Fighting, Inc., a Nebraska Corporation, owners of the land shown hereon, to me personally known to be the identical person whose signature is affixed hereto, and that they did acknowledge the execution thereof to be their voluntary act and deed, and that they are empowered to make the above dedication for and in behalf of said " Jake's Lake Subdivision ".

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at _____, _____, on the date last above written.

My commission expires _____.

Notary Public

APPROVALS

Submitted to and approved by the Regional Planning Commission of Hall County, Cities of Grand Island, Wood River and the Villages of Alda, Cairo, and Doniphan, Nebraska.

Chairperson _____ Date _____

Approved and accepted by the City of Grand Island this _____ day of _____, 202____.

Mayor _____ City Clerk _____

**HALL COUNTY REGIONAL PLANNING COMMISSION
SUBDIVISION APPLICATION**

This application must be submitted a minimum of 20 calendar days prior to a planning commission meeting to be considered at that meeting.
Planning Commission meetings are typically held on the first Wednesday of the month.

Owners Information

Name Jake Baasch
Address 1414 S. Harrison Street
City Grand Island, State NE Zip 68803
Phone _____

Attach additional information as necessary for all parties listed as an owner on the plat and any other parties such as partners Deed of Trust holders, etc...

All owners, lien holders, etc. will be required to sign the dedication certificate on the final plat. As the applicant for this subdivision I do hereby certify that I have provided complete information regarding the ownership of the property included in this application:

By: _____ Date: _____
(Applicant)

Surveyor/Engineers Information

Surveyor/Engineering Firm Jasnowski Surveying LLC
Address 1205 1st Street
City Aurora, State NE Zip 68818
Phone 402-694-8703
Surveyor/Engineer Name Evan Jasnowski License Number 776

SUBDIVISION NAME: Jake's Lake Subdivision

Please check the appropriate location

- ☐ Hall County
☒ The City of Grand Island or 2-Mile Grand Island Jurisdiction
☐ The City of Wood River or 1 Mile Jurisdiction
☐ Village of Alda or 1 Mile Jurisdiction
☐ Village of Cairo or 1 Mile Jurisdiction
☐ Village of Doniphan or 1 Mile Jurisdiction

Please check the appropriate Plat

- ☐ Preliminary Plat
☒ Final Plat

Number of Lots 1

Number of Acres 0.518

Checklist of things Planning Commission Needs

- ☐ AutoCAD file (Scaled 1:100) and a PDF sent to rashadm@grand-island.com
☐ 10 + 15* copies if in City limits or the two mile jurisdiction of Grand Island
☐ 5 + 15* copies if in Hall County, City of Wood River, Village of Cairo, Doniphan or Alda.
☐ Closure Sheet
☐ Utilities Sheet
☐ Receipt for Subdivision Application Fees in the amount of \$ _____

* 15 Pages are to be printed on 11X17, larger sizes maybe requested if needed

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

JAKE'S LAKE SUBDIVISION

Lot 1 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, John D. Baasch Auger Flighting, Inc., a Nebraska Corporation, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A tract of land comprising all of Lot One (1), Englehaupt Subdivision AND a part of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), Section Twenty-One (21), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., City of Grand Island, Hall County, Nebraska. More particularly described as follows:

Beginning at the northeast corner of said Lot 1, Englehaupt Subdivision, said point being on the westerly right-way-line of Harrison Street; thence N 00°57'00" W on and upon said right-of-way line a distance of 24.88 feet to the southeast corner of Lot Two (2), Brach's Fifth Subdivision; thence N 89°56'07"

W on and upon the south line of said Lot 2 a distance of 197.00 feet; thence S 00°01'46" E a distance of 114.44 feet to a point on the extension of the southerly line of said Lot 1, Englehaupt Subdivision; thence S 89°50'53" E on and upon the extension of the southerly line of said Lot 1 a distance of 197.00 feet to the southeast corner of said Lot 1, said corner being on the westerly right-way-line of Harrison Street; thence N 00°13'33" E on and upon said right-of-way line a distance of 89.90 feet to the Point of Beginning. Said tract contains 0.523 acres more or less, of which 0.018 acres are Public Road right-of-way to be dedicated.

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

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

district within or abutting the subdivision.

2. **Water.** Public water supply is available to the subdivision, and all new structures requiring service shall be connected to such water supply. The Subdivider waives the right to protest the creation, expansion, modification, or correction of any future water district within or abutting the subdivision.

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

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

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

5. **Sidewalks.** The Subdivider shall maintain all public sidewalks required by the City of Grand Island.

6. **Flood Plain.** Since portions of the subdivision are within a delineated flood

plain, all structures within areas identified as a special flood hazard area constructed shall have the lowest floor elevation to a minimum of one foot above the elevation of the 100-year flood as determined by the building permit received by the Subdivider or successors from the City of Grand Island under the provisions of applicable Federal, State, or local laws and regulations. No basement shall be constructed in connection with any structure in the flood plain unless such basement is floodproofed and certified as such by a qualified engineer or architect.

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

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

9. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as JAKE'S LAKE

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

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

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

Dated _____, 2025.

John Baasch Auger Flighting, Inc., A
Nebraska Corporation, Subdivider

By: _____
John D. Baasch, President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John D. Baasch, President, John Baasch Auger Flighting, Inc., a Nebraska Corporation, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and

RESOLUTION 2026-8

WHEREAS know all men by these presents, that John Baasch Auger Flighting Inc., A Nebraska Corporation and the City of Grand Island, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as “JAKE’S LAKE SUBDIVISION”, A Replat of all of Lot 1, Englehaupt Subdivision and a part of the Northwest Quarter of the Southwest Quarter (NW ¼, SW ¼) of Section Twenty One (21), Township Eleven (11) north, Range Nine (9) west of the 6th P.M , in the City of Grand Island, Hall County, Nebraska.

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 13, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 8.a.

Subject: Public Hearing on Acquisition of Utility Easement - Highway 281 and Prairie Creek Lane (Restored Properties LLC)

#2026-9 - Approving Acquisition of Utility Easement - Highway 281 and Prairie Creek Lane (Restored Properties LLC)

Staff Contact: Ryan Schmitz

BACKGROUND: Nebraska State Statutes state that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. The Grand Island Utilities Department needs to acquire a twenty (20.0) foot wide utility easement tract in part of Outlot "A", The Sycamores At Prairie Creek, Hall County, Nebraska.

DISCUSSION:

Restored Properties, L.L.C. has requested electrical service for their new residential housing development located at U.S. Highway 281 and Prairie Creek Lane. To accommodate the new electrical service, 525 linear feet of 2" conduit with #2 cable will need to be installed along the South line of Outlot "A". The proposed new easement tract will allow the Department to install, access, operate, and maintain electrical infrastructure at this location.

FISCAL IMPACT:

The \$1 consideration fee and the \$28 filing fee will be charged to 52081193.90300.

ALTERNATIVES:

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

1. Make a motion 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 resolution for the acquisition of the easement for one dollar (\$1.00) and mutual benefits received.

SAMPLE MOTION:

Move to approve resolution authorizing the acquisition of a Utility Easement, in a form approved by legal counsel, from Restored Properties LLC over certain real property located at Highway 281 and Prairie Creek Lane, Grand Island, Hall County, NE.

ATTACHMENTS:

1. Resolution
2. Map

RESOLUTION 2026-9

WHEREAS, a public utility easement is required by the City of Grand Island from Restored Properties LLC to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines; and

WHEREAS, a public hearing was held on January 13, 2026, for the purpose of discussing the proposed acquisition of a twenty (20.0) foot wide utility easement tract in part of Outlot "A", The Sycamores At Prairie Creek, Hall County, Nebraska; the boundary of the utility easement and right-of-way tract being more particularly described as follows:

The southerly twenty (20.0) feet of Outlot "A", The Sycamores At Prairie Creek, Hall County, Nebraska.

The above-described easement and right-of-way containing a total of 10,733.4 square feet or .25 acres, more or less, as shown on the plat dated 12/3/2025, marked Exhibit "A" and attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Restored Properties LLC on, over and below the tract of land described herein and as depicted on Exhibit A hereto for one dollar (\$1.00) and mutual benefits received.

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

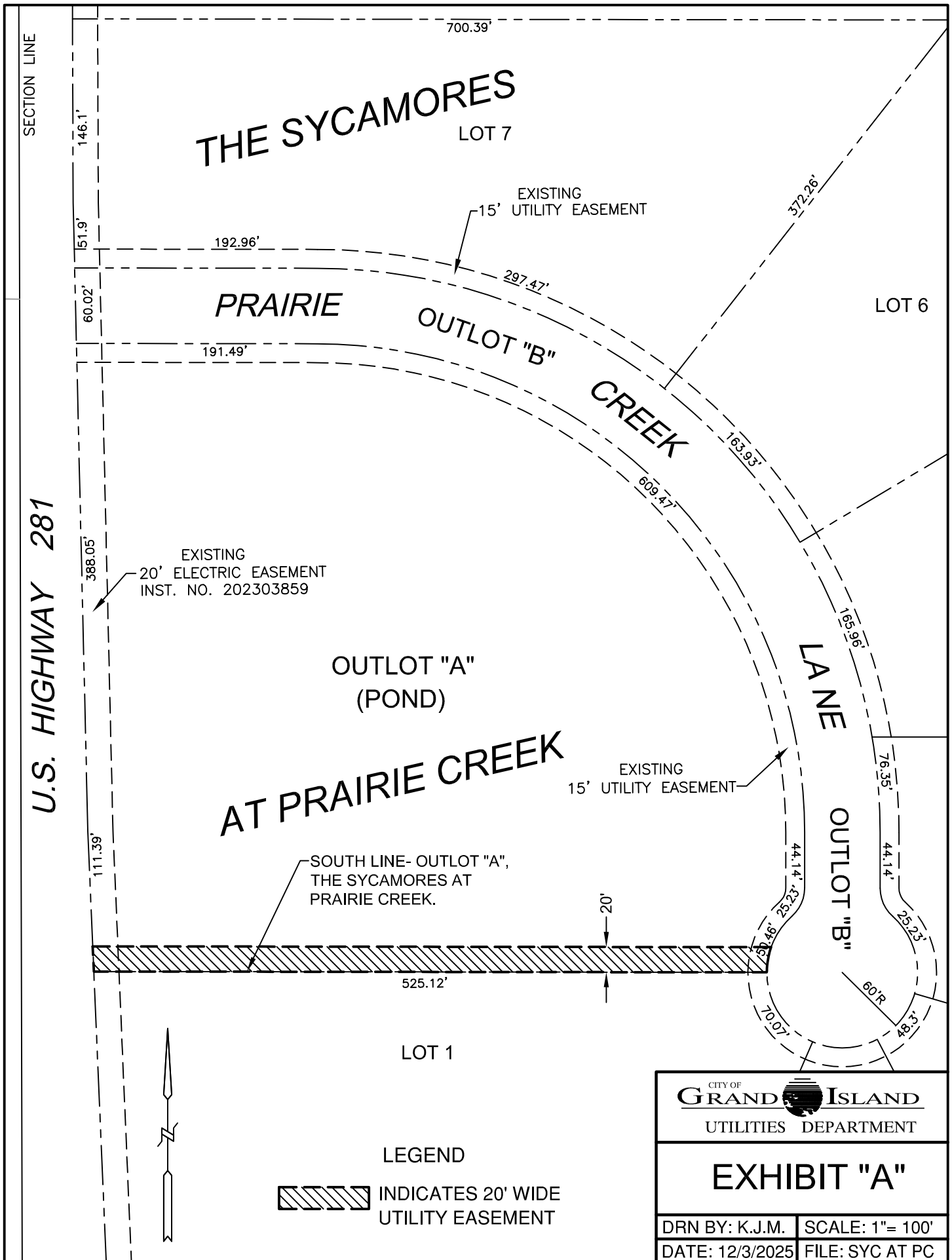
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 13, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk





AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 8.b.

Subject: Public Hearing on Acquisition of Public Right-of-Way for Stolley Park Road- South Locust Street to Stuhr Road Paving Improvements; Project No. 2024-P-4 (Walker)

2026-10 - Approving Acquisition of Public Right-of-Way for Stolley Park Road- South Locust Street to Stuhr Road Paving Improvements; Project No. 2024-P-4 (Walker)

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

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

To accommodate such improvements the acquisition of public right-of-way is necessary.

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council.

DISCUSSION: Public right-of-way is needed to accommodate the reconstruction of Stolley Park Road from South Locust Street to Stuhr Road. All property acquisitions and negotiations were handled by a third party, Midwest ROW of Omaha, Nebraska, who worked with the affected property owner to sign the necessary documents to grant the property, as shown on the attached sketch. Payment to the affected property owner totals \$9,410.00, as detailed on the resolution.

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

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

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

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

RECOMMENDATION: City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public right-of-way from the affected property owner, in the total amount of \$9,410.00.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Resolution
2. ROW Exhibit

R E S O L U T I O N 2026-10

WHEREAS, public right-of-way is required by the City of Grand Island for Stolley Park Road- South Locust Street to Stuhr Road Paving Improvements; Project No. 2024-P-4, from property described as follows:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
James R Walker and Kathie A Walker	A TRACT OF LAND AS DESCRIBED AS INSTRUMENT NO. 201904322, BEING PART OF LOT 2, B & C SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:	
	COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT OF LAND, AS RECORDED IN INSTRUMENT NO. 201904322, HALL COUNTY REGISTER OF DEEDS, BEING THE INTERSECTION OF THE SOUTH LINE OF SAID TRACT OF LAND RECORDED IN 201904322, AND THE EXISTING WEST RIGHT-OF-WAY LINE OF STUHR ROAD; THENCE ON AN ASSUMED BEARING N03°21'54"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 89.02 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N42°30'01"W A DISTANCE OF 45.52 FEET; THENCE N88°27'49"W A DISTANCE OF 35.92 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 026°19'28" AND A CHORD WHICH BEARS S78°22'27"W, A DISTANCE OF 141.18 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STOLLEY PARK ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, N65°12'43"E A DISTANCE OF 232.45 FEET TO THE INTERSECTION OF THE SOUTH R.O.W. LINE OF STOLLEY PARK ROAD AND THE WEST R.O.W. LINE OF STUHR ROAD; THENCE S03°21'54"W, ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 103.71 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 5936 SQUARE FEET MORE OR LESS.	
		\$9,410.00 -----
		ROW Acquisition= \$8,910.00 Cost to Cure= \$500.00 -----

Total= \$9,410.00

WHEREAS, agreement for the public right-of-way 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 public right-of-way 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, January 13, 2026.

Roger G. Steele, Mayor

Attest:

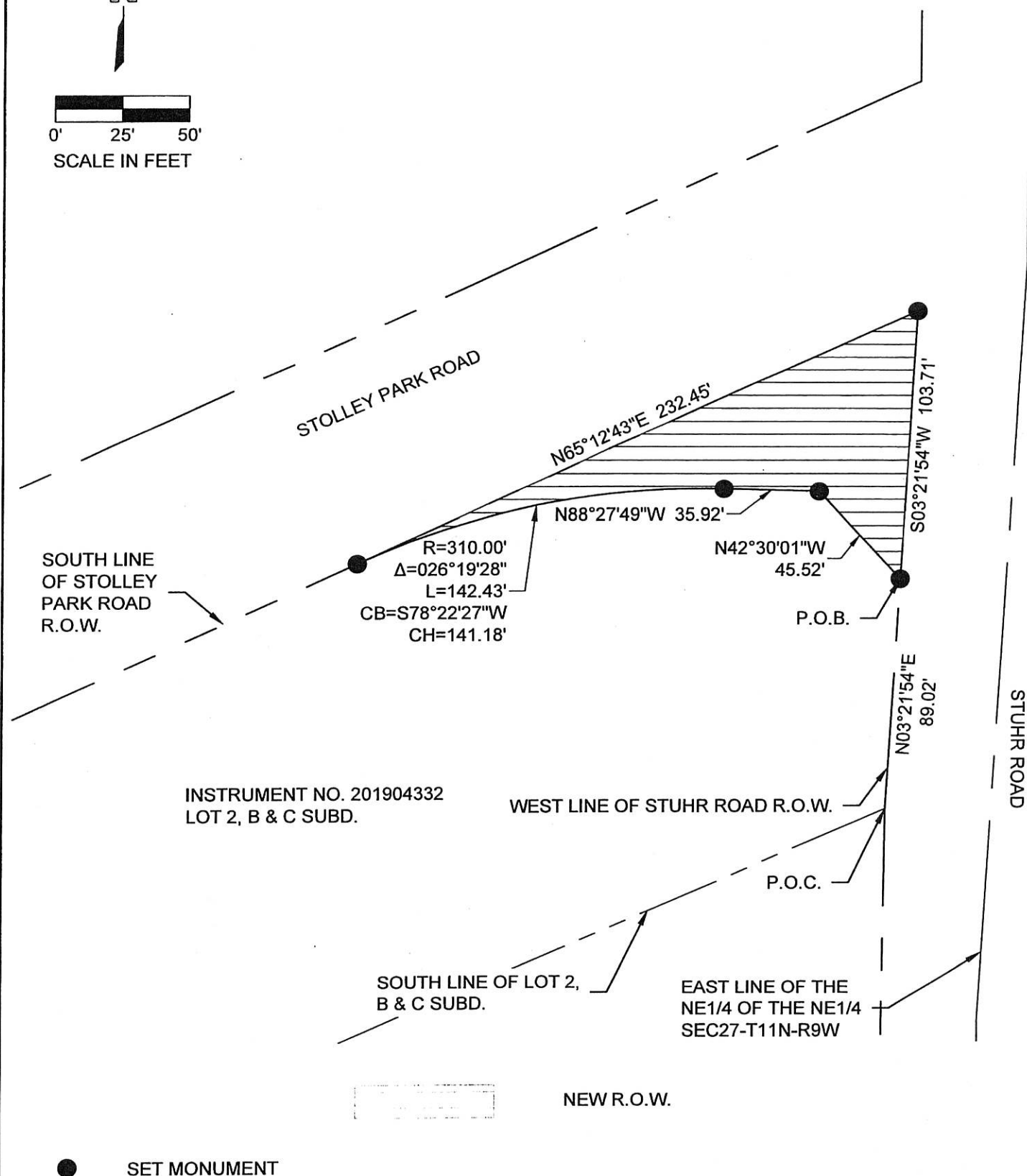
Jill Granere, City Clerk

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 25 (LOT 2, B & C SUBD.)
STOLLEY PARK ROAD PAVING IMPROVEMENTS



0' 25' 50'

SCALE IN FEET



PROJECT NO: 024-05273	RIGHT-OF-WAY		201 East 2nd Street Grand Island, NE 68801	EXHIBIT
DRAWN BY: ZMH			olsson.com TEL 308.384.8750 FAX 308.384.8752	25
DATE: 10.29.2025				

RIGHT-OF-WAY
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 25 (LOT 2, B & C SUBD.)
STOLLEY PARK ROAD PAVING IMPROVEMENTS

DESCRIPTION


A TRACT OF LAND AS DESCRIBED AS INSTRUMENT NO. 201904322, BEING PART OF LOT 2, B & C SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT OF LAND, AS RECORDED IN INSTRUMENT NO. 201904322, HALL COUNTY REGISTER OF DEEDS, BEING THE INTERSECTION OF THE SOUTH LINE OF SAID TRACT OF LAND RECORDED IN 201904322, AND THE EXISTING WEST RIGHT-OF-WAY LINE OF STUHR ROAD; THENCE ON AN ASSUMED BEARING N03°21'54"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 89.02 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N42°30'01"W A DISTANCE OF 45.52 FEET; THENCE N88°27'49"W A DISTANCE OF 35.92 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 026°19'28" AND A CHORD WHICH BEARS S78°22'27"W, A DISTANCE OF 141.18 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STOLLEY PARK ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, N65°12'43"E A DISTANCE OF 232.45 FEET TO THE INTERSECTION OF THE SOUTH R.O.W. LINE OF STOLLEY PARK ROAD AND THE WEST R.O.W. LINE OF STUHR ROAD; THENCE S03°21'54"W, ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 103.71 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 5936 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2025, I, JESSE E. HURT, A NEBRASKA REGISTERED SURVEYOR NO. 674, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

JESSE E. HURT
NEBRASKA REGISTERED LAND SURVEYOR NO. 674

PROJECT NO: 024-05273	RIGHT-OF-WAY		201 East 2nd Street Grand Island, NE 68801	EXHIBIT
DRAWN BY: ZMH			olsson.com TEL 308.384.8750 FAX 308.384.8752	25
DATE: 07.31.2025				



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 9.a.

Subject: #10,057 - Consideration of Approving Salary Ordinance

Staff Contact: Aaron Schmid, Human Resources Director

BACKGROUND:

The City of Grand Island's Salary Ordinance establishes the authorized classifications and corresponding pay ranges for all City employees. Periodic amendments are presented to City Council when adjustments are necessary due to collective bargaining agreements, market adjustments, or other administrative updates.

DISCUSSION:

The proposed amendment to the Salary Ordinance implements the terms of the recently negotiated Collective Bargaining Agreement (CBA) between the City of Grand Island and Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME).

Consistent with the approved CBA, this ordinance:

- Amends Section II to revise the hourly pay ranges for AFSCME-represented classifications;
- Amends Section VII to update provisions related to bilingual pay, meal allowances, and tool allowances; and
- Amends Section XI to revise longevity pay provisions.

These amendments ensure that the City's salary ordinance remains aligned with the compensation and benefit provisions negotiated through collective bargaining. The ordinance is proposed to take effect January 26, 2026, which coincides with the implementation of the new CBA and the start of a new pay period.

Furthermore, this ordinance incorporates the increase to the Nebraska minimum wage effective January 1, 2026, increasing the minimum wage from thirteen dollars and fifty cents (\$13.50) per hour to fifteen dollars (\$15.00) per hour.

Finally, this ordinance adds clarifying language to the Officer referral incentive provisions to specify the treatment of repeat applications.

FISCAL IMPACT: The fiscal impact of these amendments is included within the FY 2026 adopted 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 approval of Salary Ordinance No.10,057.

SAMPLE MOTION:

Move to approve Salary Ordinance No.10,057.

ATTACHMENTS:

1. Ordinance

An ordinance of the City of Grand Island, Nebraska, amending Ordinance No. ~~1003910044~~, commonly referred to as the Salary Ordinance, which identifies the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska, and establishes the ranges of compensation for such officers and employees;

~~to amend salary ranges and Overtime Eligibility for those employees covered under American Federation of State, County and Municipal Employees (AFSCME) collective bargaining agreement; to amend the salary ranges and Overtime Eligibility for those classifications covered under the IAFF collective bargaining unit, with the exception of Life Safety Inspector;~~

~~to amend meal allowances reimbursements based on the diem rates established by the Unites States General Services Administration (GSA);~~

~~to adjust tool allowance for Fleet Services mechanics to \$100 per bi-weekly pay period;~~

~~to increase bilingual pay to \$2,000 annually;~~

~~to adjust longevity pay as follows:~~

~~_____ -Five (5) years of service:to \$300 annually~~

~~_____ -Ten (10) years of service:to \$525 annually~~

~~to clarify referral incentives available to existing Officers who refer applicants for sworn positions~~

~~to reflect the Nebraska minimum wage increased to \$15.000 per hour;~~

~~to correct the salary range of the non-union classification of Solid Waste Division Clerk;~~

~~to correct the Overtime Eligibility of the non-union classification of Lead EIC Technician;~~

to repeal those sections of Ordinance No. 100~~4439~~ and any conflicting provisions of other ordinances;

to provide for severability;

to establish an effective date; and to provide for publication of this ordinance in pamphlet form.

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

SECTION I - NON-UNION

The classifications currently occupied by officers and general employees of the City of Grand Island, along with the corresponding ranges of compensation (salary and wages, excluding shift differentials as provided in the Personnel Rules and Regulations), and the designated number of hours and work periods required before eligibility for overtime, are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	32.9500/47.1210	Exempt
Administrative Coordinator – Public Works	30.0000/42.7300	40 hrs/week
Assistant City Administrator	85.7000/99.4700	Exempt
Assistant Public Works Director/Engineering	59.1100/87.9000	Exempt
Assistant Public Works Director of Wastewater	59.1100/87.9000	Exempt
Assistant Utilities Director	82.6900/113.7300	Exempt
Attorney	48.9300/70.6500	Exempt
Budget & Purchasing Manager	40.3800/55.2700	Exempt
Cemetery Superintendent	33.8500/49.2300	Exempt
Chief Building Official	50.4900/68.8000	Exempt
City Administrator	107.1300/124.3300	Exempt
City Attorney	77.8100/108.3900	Exempt
City Clerk	43.2400/58.0700	Exempt
Civil Engineer I – PW/Eng., PW/WWTP	34.8600/48.6000	Exempt
Civil Engineer II – PW/Eng., PW/WWTP	42.2700/60.2600	Exempt
Collection System Supervisor	34.1300/49.2600	40 hrs/week
Communications Manager	36.3300/53.6800	Exempt
Community Development Director	58.4600/88.2600	Exempt
Community Development Administrator	33.5100/48.7500	40 hrs/week
Community Service Officer – Part time	20.3500/26.7600	40 hrs/week
Controller	43.2700/72.1200	Exempt
Custodian –Police Part Time	21.0200/26.4800	40 hrs/week
Customer Service Team Leader	28.4200/39.1700	Exempt
Deputy City Clerk	34.5900/46.4600	40 hrs/week
Electric Distribution Superintendent	56.5300/75.0200	Exempt
Electric Distribution Supervisor	51.4400/68.1100	Exempt

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Electric Underground Superintendent	56.5300/75.0200	Exempt
Electrical Engineer I	37.5734/55.6973	Exempt
Electrical Engineer II	45.7386/64.6979	Exempt
Emergency Management Deputy Director	40.3100/58.7000	Exempt
Emergency Management Director	57.5800/83.8600	Exempt
Energy Supply Supervisor	50.6100/78.2900	Exempt
Engineering Technician I – PW/WWTP	27.3200/35.1300	40 hrs/week
Engineering Technician II – PW/WWTP	33.9100/43.9500	40 hrs/week
Equipment Operator – Solid Waste	27.7300/34.7100	40 hrs/week
Field Operations Supervisor	54.0300/64.0600	Exempt
Finance Director	60.1400/90.9500	Exempt
Finance Operations Supervisor	33.4400/46.0800	Exempt
Fire Chief	63.3100/89.4400	Exempt
Fire EMS Division Chief	51.9500/71.9100	Exempt
Fire Operations Division Chief	51.9500/71.9100	Exempt
Fire Prevention Division Chief	51.9500/71.9100	Exempt
Fleet Services Shop Foreman	33.9900/47.4700	40 hrs/week
GIS Administrator	48.9600/65.3400	Exempt
GIS Coordinator – PW	37.5700/53.3600	Exempt
Grants Administrator	35.7900/49.6000	40 hrs/week
Grounds Management Crew Chief – Cemetery	28.8100/38.4500	40 hrs/week
Grounds Management Crew Chief – Parks	31.6900/42.3000	40 hrs/week
Human Resources Director	57.5800/83.8600	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	34.3300/48.3100	40 hrs/week
Human Resources Recruiter	34.3300/48.3100	40 hrs/week
Human Resources Specialist	34.3300/48.3100	40 hrs/week
Information Technology Manager	52.4800/76.8700	Exempt
Interpreter/Translator	21.9000/31.8900	40 hrs/week
IT Infrastructure Engineer	50.4200/64.2900	Exempt
Lead EIC Technician	44.3400/64.8700	Exempt
Legal Secretary	28.0000/39.7200	40 hrs/week
Librarian I	31.0600/41.7100	Exempt
Librarian II	33.7300/45.4900	Exempt
Library Assistant I – Part Time	22.3253/28.7732	40 hrs/week

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Library Director	56.8700/84.4000	Exempt
Library Page – Part Time	18.0000/24.0000	40 hrs/week
Library Secretary	23.7700/29.9500	40 hrs/week
Maintenance Worker – Cemetery Part Time	24.3395/31.4926	40 hrs/week
Meter Reader – Part Time	27.1007/34.6503	40 hrs/week
Meter Reader Supervisor	36.3600/52.1200	Exempt
MPO Program Manager	41.7000/61.8800	Exempt
Office Manager	32.4300/41.3200	40 hrs/week
Operations Training & Planning Coordinator	48.8000/69.6700	Exempt
Paralegal	28.0000/39.7200	40 hrs/week
Parks and Recreation Director	58.2300/86.7000	Exempt
Parks Superintendent	42.1000/62.4100	Exempt
Payroll Specialist	28.7200/40.1200	40 hrs/week
Planner I	35.4800/50.9400	40 hrs/week
Planner II	39.0200/56.0400	40 hrs/week
Police Captain	52.7000/70.5000	Exempt
Police Chief	67.5200/92.6400	Exempt
Police Division Chief	58.7400/79.4300	Exempt
Power Plant Maintenance Supervisor	52.2700/74.3000	Exempt
Power Plant Operations Supervisor	54.8300/78.2800	Exempt
Power Plant Manager	70.7000/96.0700	Exempt
Process Financial Analyst	41.8700/57.2800	Exempt
Protection and Controls Supervisor	44.3400/64.8700	Exempt
Public Safety Apprentice – Part Time	25.0700/32.3400	40 hrs/week
Public Works Director	93.7200/120.5000	Exempt
Records Supervisor	28.0700/38.2000	40 hrs/week
Recreation Coordinator	30.4000/43.3600	Exempt
Recreation Superintendent	40.6300/59.1900	Exempt
Regulatory and Environmental Manager	53.6500/75.4200	Exempt
Safety Coordinator	52.1900/64.4600	Exempt
Senior Civil Engineer – PW/Eng., PW/WWTP	51.4900/71.9300	Exempt
Senior Electrical Engineer	52.9100/78.7336	Exempt
Senior Engineering Technician – PW/WWTP	37.7000/47.0300	40 hrs/week
Senior Public Safety Dispatcher	30.5800/39.6600	40 hrs/week

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Solid Waste Division Clerk	25.8500/33.4400	40 hrs/week
Solid Waste Foreman	33.1400/46.2300	40 hrs/week
Solid Waste Superintendent	43.2000/63.6700	Exempt
Street Superintendent	43.2000/63.6700	Exempt
Street Foreman	33.9900/47.4700	40 hrs/week
Transit Program Manager	41.7000/61.8800	Exempt
Utilities Director	122.1300/163.3400	Exempt
Utility Manager	68.0500/93.2700	Exempt
Utility Production Engineer	58.5500/79.8200	Exempt
Utility Warehouse Supervisor	38.0000/51.4100	Exempt
Victim Assistance Unit Coordinator	26.8800/36.8200	40 hrs/week
Victim/Witness Advocate	20.1600/27.6100	40 hrs/week
Wastewater Plant Chief Operator	34.1300/49.2600	40 hrs/week
Wastewater Plant Operations Engineer	51.5000/71.9300	Exempt
Wastewater Plant Maintenance Supervisor	34.1300/49.2600	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	37.2500/53.0600	Exempt
Water Superintendent	48.8600/63.7800	Exempt
Water Supervisor	39.2400/53.3400	40 hrs/week
Worker / Seasonal	13.5000 15.0000/32.4450	Exempt
Worker / Seasonal	13.5000 15.0000/32.4450	40 hrs/week
Worker / Temporary	13.5000 15.0000/32.4450	40 hrs/week
Worker / Parks & Recreation Part time	13.5000 15.0000/32.4450	40 hrs/week

Aquatics staff who refer new lifeguard candidates shall be eligible for a referral stipend, provided the following conditions are met:

- The referred individual has not previously been employed as a lifeguard by the City of Grand Island;
- The referred individual successfully passes a background check, completes and passes a City-sponsored lifeguard certification course, and works a minimum of 80 hours;
- Eligible aquatics staff shall receive referral stipends as follows:
 - One (1) referral: Fifty dollars (\$50.00);
 - Two (2) referrals: Seventy-five dollars (\$75.00);
 - Three (3) or more referrals: One hundred dollars (\$100.00).

SECTION II - AFSCME

The classifications currently occupied by employees of the City of Grand Island who are covered under the American Federation of State, County and Municipal Employees (AFSCME) collective bargaining agreement (CBA), along with the applicable ranges of compensation (salary and wages, excluding shift differentials as provided by contract), and the designated number of hours and work periods required before becoming eligible for overtime, are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	24.2000/32.8200 24.1984/32.8156	40 hrs/week
Fleet Services Mechanic	27.2100/37.6200 27.2064/37.6106	40 hrs/week
Horticulturist	29.5400/37.6500 28.3433/37.6464	40 hrs/week
Library Assistant I	22.3300/28.7800 22.3253/28.7732	40 hrs/week
Library Assistant II	25.2300/31.6800 23.5831/31.3241	40 hrs/week
Maintenance Worker – Cemetery	24.3400/31.5000 24.3395/31.4926	40 hrs/week
Maintenance Worker – Parks	23.6000/31.0600 22.5304/31.0576	40 hrs/week
Maintenance Worker – Streets	23.2200/31.3500 23.2179/31.3424	40 hrs/week
Senior Equipment Operator – Streets	26.7400/36.1700 26.7355/36.1666	40 hrs/week
Senior Maintenance Worker – Streets	26.5600/35.7400 26.5555/35.7385	40 hrs/week
Traffic Signal Technician	28.5500/37.0900 28.5465/37.0833	40 hrs/week

SECTION III – IBEW UTILITIES

The classifications currently occupied by employees of the City of Grand Island who are covered under the International Brotherhood of Electrical Workers (IBEW) Utilities collective bargaining agreement (CBA), along with the corresponding ranges of

compensation (salary and wages, excluding shift differentials as provided by contract), and the designated number of hours and work periods required before qualifying for overtime, are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Administrative Assistant-Utilities	26.1793/38.7792	40 hrs/week
Custodian	21.3266/26.2516	40 hrs/week
Electric Distribution Crew Chief	42.3052/60.2782	40 hrs/week
Electric Underground Crew Chief	42.3052/60.2782	40 hrs/week
Engineering Technician I	29.6737/42.1175	40 hrs/week
Engineering Technician II	35.2503/50.2295	40 hrs/week
Instrument Technician	40.0218/55.0178	40 hrs/week
Lineworker Apprentice	33.0749/45.5023	40 hrs/week
Lineworker First Class	40.2481/53.3118	40 hrs/week
Materials Handler	36.0591/49.1183	40 hrs/week
Meter Reader	27.1007/34.6503	40 hrs/week
Meter Technician	35.2800/42.5341	40 hrs/week
Power Plant Maintenance Mechanic	37.1314/49.2289	40 hrs/week
Power Plant Operator	42.6498/52.5457	40 hrs/week
Senior Engineering Technician	38.2800/53.0810	40 hrs/week
Senior Materials Handler	41.0161/57.7316	40 hrs/week
Senior Power Dispatcher	47.1549/69.9213	40 hrs/week
Senior Power Plant Operator	46.5362/63.8513	40 hrs/week
Senior Substation Technician	41.5600/55.5560	40 hrs/week
Senior Water Maintenance Worker	31.4435/41.1649	40 hrs/week
Substation Technician	41.3500/51.5858	40 hrs/week
Systems Operator I	38.3100/55.4566	40 hrs/week
Systems Operator II	42.7400/62.6654	40 hrs/week
Systems Technician	44.1200/53.2842	40 hrs/week
Tree Trim Crew Chief	40.5222/54.6267	40 hrs/week
Underground Technician	29.0277/45.9580	40 hrs/week
Utility Electrician	39.0198/49.6369	40 hrs/week
Utility Groundman	30.9121/41.5314	40 hrs/week
Utility Technician	39.4954/54.6946	40 hrs/week
Utility Warehouse Clerk	27.8400/36.4418	40 hrs/week
Water Maintenance Worker	30.1068/39.4661	40 hrs/week
Wireworker I	29.0277/45.9580	40 hrs/week

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Wireworker II	40.2481/53.3118	40 hrs/week

SECTION IV - FOP

The classifications currently occupied by employees of the City of Grand Island who are covered under the Fraternal Order of Police (FOP) collective bargaining agreement (CBA), together with the applicable ranges of compensation (salary and wages, excluding shift differentials as provided by contract), and the designated number of hours and work periods required before becoming eligible for overtime, are as follows:

Classification	Hourly Pay Range Min/Max	
Police Officer	32.5100/47.3800	
Police Sergeant	46.0300/57.7400	
Police Lieutenant	49.9700/66.2300	

OVERTIME ELIGIBILITY

The City reserves the right to utilize the 207(k) FLSA exemption. For purposes of calculating overtime, the pay period shall consist of a fourteen (14)-day cycle aligned with the City's current payroll schedule. "Hours worked" shall include actual hours worked, vacation, annual personal leave, bereavement leave, holiday pay, time worked by essential personnel during a declared weather event, and hours worked on a holiday that extend beyond the employee's regularly scheduled shift.

Employees become eligible for overtime when their total hours worked exceed their scheduled hours within the fourteen (14)-day cycle, with a minimum threshold of eighty (80) hours. Any work performed beyond eighty (80) hours in a pay period that is funded by grants from outside entities shall be compensated at overtime rates, provided the grant funding includes overtime pay.

Field Training Officer

Any Police Officer assigned as a Field Training Officer shall receive an additional two dollars (\$2.00) per hour, in addition to their regular salary, for all hours actively spent training or directly supervising a trainee.

Lateral Hiring Incentive

A lateral hiring incentive shall be provided to certified applicants, consisting of a five-thousand-dollar (\$5,000) certification credit and, if eligible, fifty (50) hours of compensatory time.

Referral Incentive

Referral incentives shall be available to existing Officers who refer applicants for sworn positions, subject to the terms and limitations set forth in this Section.

Referral incentives shall be paid one (1) time per individual applicant. An applicant may generate a referral incentive only upon the applicant's initial placement on a Civil Service eligibility list or upon hire, as applicable, and shall not generate additional referral incentives in any subsequent recruitment cycle, examination, or eligibility list placement.

For avoidance of doubt, an applicant who is removed from, expires from, or is later re-placed on a Civil Service eligibility list, or who applies or tests again in a later recruitment process, shall not generate an additional referral incentive for the same referring Officer or for any other Officer.

Subject to the limitations set forth above, referral incentives shall be paid as follows:

1. Three hundred dollars (\$300) for the referral of one (1) non-certified applicant who is initially placed on the Civil Service eligibility list;
2. Five hundred dollars (\$500) for the referral of two (2) or more distinct non-certified applicants who are initially placed on the Civil Service eligibility list;
3. Five hundred dollars (\$500) for the referral of one (1) or more distinct certified applicants who are initially placed on the Civil Service eligibility list;
4. One thousand seven hundred dollars (\$1,700) if one (1) or more referred applicants are hired by the City.

~~Referral incentives are available to existing Officers who successfully recruit applicants, as follows:~~

- ~~• Three hundred dollars (\$300) for the referral of one non-certified applicant who is placed on the Civil Service eligibility list;~~
- ~~• Five hundred dollars (\$500) for the referral of two or more non-certified applicants who are placed on the Civil Service eligibility list;~~

- ~~Five hundred dollars (\$500) for the referral of one or more certified applicants who are placed on the Civil Service eligibility list;~~
- ~~One thousand seven hundred dollars (\$1,700) if one or more referred applicants are hired.~~

Tier Pay

Designated Officers covered under the FOP CBA who are assigned to specialized duties involving schedule adjustments, call-ins, or specialized training and certifications shall receive additional compensation as follows:

- Tier I assignments: one dollar (\$1.00) per hour.
- Tier II assignments: fifty cents (\$0.50) per hour.

Maximum specialty pay is \$2.50 per hour, combining one (1) Tier I, one (1) Tier II, and Bilingual assignment. Bilingual shall be paid at one dollar (\$1.00) per hour added to their hourly rate.

Tier I

- TRT
- Police K9
- Drug Recognition Expert (DRE)
- Accident Reconstruction Team
- CERT/Hostage Negotiator
- Drone
- Bilingual

Tier II

- Police Chief Requested Specialty Assignments
- Firearms
- Defensive Tactics
- Less Lethal
- Emergency Vehicle Operations
- DRE Instructor

SECTION V - IAFF

The classifications currently occupied by employees of the City of Grand Island who are covered under the International Association of Fire Fighters (IAFF) collective bargaining agreement (CBA), along with the applicable ranges of compensation (salary and wages, excluding shift differentials as provided by contract), and the designated number of hours and work periods required before becoming eligible for overtime, are as follows:

Classification	Hourly Pay Range	Overtime
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	Min/Max	Eligibility
Fire Captain	29.3914/34.9746	182 hrs/24 days
Firefighter / EMT	21.1082/28.6296	182 hrs/24 days
Firefighter / Paramedic	23.9529/30.9343	182 hrs/24 days
Life Safety Inspector	33.1000/38.8900	40 hrs/week
Battalion Chief	35.0904/42.3129	182 hrs/24 days

IAFF employees, with the exception of the Life Safety Inspector, shall be eligible for overtime compensation for hours worked in excess of one hundred eighty-two (182) hours within each twenty-four (24)-day work period, unless recall or mandatory overtime is required as outlined in the IAFF labor agreement.

Employees assigned as Apparatus Operators (excluding ambulance or service vehicles) shall receive an additional fifty cents (\$0.50) per hour.

Firefighter/Paramedics designated as the primary ambulance attendant shall receive an additional one dollar and fifty cents (\$1.50) per hour.

Fire Captains who are required to perform in a dual-role capacity, functioning as both a Captain and an engine paramedic, shall receive an additional one dollar and fifty cents (\$1.50) per hour.

SECTION VI – IBEW WWTP

The classifications currently occupied by employees of the City of Grand Island who are covered under the International Brotherhood of Electrical Workers Wastewater Treatment Plant (IBEW WWTP) collective bargaining agreement (CBA), along with the applicable ranges of compensation (salary and wages, excluding shift differentials as provided by contract), and the designated number of hours and work periods required before becoming eligible for overtime, are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Administrative Assistant – WWTP	24.2900/33.9200	40 hrs/week
Biosolids Technician	30.3100/42.3100	40 hrs/week
Equipment Operator – WWTP	27.2300/34.0900	40 hrs/week
FOG Program Manager	33.7800/44.4400	40 hrs/week
Lead Maintenance Mechanic	32.3700/43.2300	40 hrs/week
Lead Maintenance Worker	31.0500/41.5500	40 hrs/week

Lead Wastewater Plant Operator	32.4200/41.7500	40 hrs/week
Maintenance Mechanic I	28.0400/35.0000	40 hrs/week
Maintenance Worker – WWTP	24.9600/33.2100	40 hrs/week
Senior Equipment Operator	29.9900/38.2400	40 hrs/week
Stormwater Program Manager	34.4000/50.2100	40 hrs/week
Wastewater Plant Laboratory Technician	29.9900/38.2900	40 hrs/week
Wastewater Plant Operator I	25.6300/33.4500	40 hrs/week
Wastewater Plant Operator II	29.8600/37.6000	40 hrs/week

SECTION VII – IBEW SCF

The classifications currently occupied by employees of the City of Grand Island who are covered under the International Brotherhood of Electrical Workers Service/Clerical/Finance (IBEW SCF) collective bargaining agreement (CBA), along with the applicable ranges of compensation (salary and wages), and the designated number of hours and work periods required before becoming eligible for overtime, are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	20.9300/29.1400	40 hrs/week
Accounting Technician – Streets	21.9200/30.6200	40 hrs/week
Accounts Payable Clerk	22.9400/31.7400	40 hrs/week
Administrative Assistant-Bldg, Fire, Parks, Planning, Streets	21.9000/31.8900	40 hrs/week
Audio Video Technician	27.6300/37.9300	40 hrs/week
Building Inspector	28.8900/40.5200	40 hrs/week
Cashier	20.6700/27.8400	40 hrs/week
Community Service Officer	20.3500/26.7600	40 hrs/week
Community Service Officer Lead	22.3900/30.1700	40 hrs/week
Computer Technician	25.6100/37.9700	40 hrs/week
Crime Analyst	29.9700/39.5100	40 hrs/week
Electrical Inspector	28.8900/40.5200/	40 hrs/week
Emergency Management Coordinator	29.5400/38.3200	40 hrs/week
Engineering Technician I – Public Works	26.0200/33.9600	40 hrs/week
Engineering Technician II – Public Works	32.3000/41.8500	40 hrs/week
Evidence Technician	22.9700/33.1100	40 hrs/week
Evidence Technician Lead	25.2700/36.7000	40 hrs/week
Maintenance Worker I – Building, Library, Police	19.9500/27.0100	40 hrs/week

Maintenance Worker II – Building, Library, Police	23.1200/30.4100	40 hrs/week
Mechanical Inspector	28.3900/39.9500	40 hrs/week
Payroll Clerk	24.3700/33.8400	40 hrs/week
Plans Examiner	31.6200/44.6100	40 hrs/week
Plumbing Inspector	28.3900/39.9500/	40 hrs/week
Police Records Clerk	21.3100/28.6700	40 hrs/week
Public Safety Apprentice	25.0700/32.3400	40 hrs/week
Public Safety Dispatcher	26.5900/34.4900	40 hrs/week
Senior Accounting Clerk	22.8500/31.0100	40 hrs/week
Senior Engineering Technician – Public Works	35.9000/47.1500	40 hrs/week
Systems Technician	44.1200/52.9900	40 hrs/week
Wastewater Secretary	21.8200/31.1200	40 hrs/week

Community Service Officers assigned to train newly hired Community Service Officers shall receive a three percent (3%) increase to their hourly rate for the duration of the training period.

SECTION VII – SHIFT PAY, UNIFORMS, STIPENDS, MEALS, BOOT ALLOWANCE, OTHER

Shift Differential Pay

Non-union employees in the classification of Senior Public Safety Dispatcher shall receive a shift differential of fifty cents (\$0.50) per hour for any hours worked between 3:00 p.m. and 11:00 p.m., and seventy-five cents (\$0.75) per hour for any hours worked between 11:00 p.m. and 7:00 a.m.

This differential shall apply only to hours actually worked and shall not apply to paid leave. Day shift hours are not eligible for shift differential.

Employees in the classification of Public Safety Dispatcher covered by the **IBEW SCF** CBA shall receive:

- Fifty cents (\$0.50) per hour for working a complete shift between 3:00 p.m. and 11:00 p.m.;
- Seventy-five cents (\$0.75) per hour for working a complete shift between 11:00 p.m. and 7:00 a.m.

This differential shall not apply to day shifts and shall only apply to actual hours worked.

Employees covered by the **IBEW Utilities** CBA in the classifications of Systems Operator I, Systems Operator II, Power Plant Operator, Senior Power Dispatcher, and Senior Power Plant Operator shall receive a shift differential of sixty cents (\$0.60) per hour for working rotating shifts.

Employees covered by the **FOP** CBA who are regularly assigned to a shift in which the majority of hours fall between 1800 and 0600 hours shall receive a shift differential of two dollars (\$2.00) per hour.

Full-time employees covered under the **AFSCME** CBA who are temporarily assigned to a schedule beginning before 4:00 a.m. or after 11:00 a.m., but who are normally assigned to a shift between 4:00 a.m. and 11:00 a.m., shall receive a shift differential of one dollar (\$1.00) per hour for hours worked during the temporary assignment.

Employees covered under the **IBEW WWTP** CBA who are regularly scheduled to work the night shift shall receive a shift differential of one dollar (\$1.00) per hour for hours worked during those shifts.

Uniform and Clothing Allowances

- **IAFF** employees, except the Life Safety Inspector, shall receive a semi-annual uniform allowance of two hundred seventy-five dollars (\$275.00) after completing probation.
- New **IAFF** hires shall receive a four hundred dollar (\$400.00) credit for initial uniforms and an additional five hundred dollars (\$500.00) after probation for a Class A uniform or other approved items.
- **FOP** employees shall receive a semi-annual uniform allowance of seven hundred fifty dollars (\$750.00).

Employees required to wear fire-retardant (FR) clothing under the **IBEW Utilities** CBA:

- New employees: one-time reimbursement up to one thousand five hundred dollars (\$1,500.00).
- Other eligible employees: up to nine hundred dollars (\$900.00) in Year 1.
- Reimbursements require proof of purchase.

Non-union employees in the Community Service Officer (Part-Time) and Public Safety Apprentice (Part-Time) positions shall receive a prorated uniform allowance not to exceed twenty-five dollars (\$25.00) per pay period, based on hours worked.

Employees in the **IBEW SCF** collective bargaining unit in the classifications of Community Service Officer, Community Service Officer Lead, and Public Safety Apprentice shall receive a uniform allowance of twenty-five dollars (\$25.00) per pay period.

Clothing allowances for **public safety command staff** include:

- Fire Chief and Fire Division Chiefs: nine hundred dollars (\$900.00) annually, distributed over twenty-four (24) pay periods.
- Police Chief and Police Division Chiefs: one thousand one hundred dollars (\$1,100.00) annually, distributed over twenty-six (26) pay periods.

Specialty Stipends

- Employees covered under any City CBA and the non-union group may be eligible to receive **Bilingual Pay** in an amount not to exceed one thousand five hundred dollars (\$1,500.00) annually. Non-union part time employees will be pro-rated the amount based on average hours. Employees covered by the FOP CBA shall receive Bilingual Pay in the form of a one dollar (\$1.00) per hour supplement to their base hourly rate. Employees covered by the AFSCME CBA shall receive Bilingual Pay in an amount not to exceed two thousand dollars (\$2,000.00) annually.
- The City may designate one employee covered under the IBEW Utilities and IBEW WWTP CBA to hold a **City Electrical Contractor's License** or **City Master Plumber's License**. Each designated employee shall receive an annual stipend of one thousand five hundred dollars (\$1,500.00), prorated by pay period.
- Power Plant Maintenance Mechanics covered by the **IBEW Utilities** collective bargaining agreement and Maintenance Mechanics covered by the **IBEW Wastewater Treatment Plant** collective bargaining agreement who obtain **ASME Section IX Shielded Metal Arc Welding (SMAW) certification** shall be eligible to receive an annual stipend of one thousand dollars (\$1,000.00), prorated by pay period.

Meal Allowances

- ~~AFSCME~~ Employees required to work two (2) consecutive hours of unscheduled overtime immediately following their regular working hours shall be eligible for a meal allowance. The allowance shall cover the actual meal cost or an amount up to the current lunch per diem rate for Nebraska, as established by the U.S. General Services Administration, whichever is lower. employees working two (2) consecutive hours of

~~emergency overtime shall receive a ten-dollar (\$10.00) meal allowance if the overtime disrupts their normal meal schedule.~~

- **IBEW Utilities** and **IBEW WWTP** employees shall receive reimbursement for actual cost or the current U.S. GSA per diem lunch rate for Nebraska.
 - Meal allowances also apply if the employee is required to return to work within one (1) hour of ending a shift.
- **Direct supervisors** of employees covered by eligible agreements shall receive the same meal allowance benefit.
- **Non-exempt direct supervisors** of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay benefit.

Other Allowances

- **IBEW Utility** employees in the classifications of Meter Reader Supervisor, Power Plant Manager, Power Plant Maintenance Supervisor, Power Plant Operations Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent may participate in a voluntary uniform program with an allowance of up to eighteen dollars (\$18.00) per month.
- When protective clothing is required, the City shall contribute sixty percent (60%) of the total cost, and the employee shall be responsible for the remaining forty percent (40%). This provision applies to employees covered by the **IBEW Utilities** and **AFSCME** collective bargaining agreements (excluding Fleet Services), as well as the **non-union** Meter Reader – Part-Time classification.
- For employees covered under the **IBEW Wastewater Treatment Plant** collective bargaining agreement, the City shall contribute ninety percent (90%) of the cost of required protective clothing, and the employee shall contribute the remaining ten percent (10%).
- Full-time **Fleet Services** personnel shall receive a uniform allowance of twelve dollars (\$12.00) biweekly.
- **Fleet Services Shop Foremen and Mechanics** shall receive a tool allowance of one hundred fifty dollars ~~(\$50.00)~~ **\$100.00** biweekly.

Boot Reimbursement

- Eligible **IBEW Utilities** classifications shall receive a safety boot reimbursement of:

- Up to five hundred dollars (\$500.00) for **Line** Department employees (City: \$375.00 / Employee: \$125.00);
- Eligible **IBEW WWTP** classifications shall receive a safety boot reimbursement of up to three hundred dollars (\$300.00) per calendar year;
 - Up to two hundred fifty dollars (\$250.00) for **all other** eligible employees (City: \$187.50 / Employee: \$62.50).

SECTION IX – COMPENSATION FOR UNUSED MEDICAL LEAVE

(A) General Provisions by Bargaining Unit or Employment Status

Employees shall receive compensation for unused medical leave through contributions made on their behalf to a **VEBA** (Voluntary Employees' Beneficiary Association) account, based on the following provisions:

- **IBEW Utilities:**

Fifty-three percent (53%) of accumulated medical leave at the time of retirement, early retirement, or death, not to exceed five hundred eighty-six and eighteen-hundredths (586.18) hours [calculated at 53% of 1,106 hours].

Contribution based on the employee's salary at the time of retirement or death.

- **IAFF:**

- **Firefighters (excluding Life Safety Inspector):** Thirty-eight percent (38%) of accumulated leave, not to exceed six hundred five and three-tenths (605.3) hours [calculated at 38% x 1,593 hours].
- **Life Safety Inspector:** Fifty percent (50%) of accumulated leave, not to exceed five hundred forty-two (542) hours [calculated at 50% x 1,084 = 542].

Contributions based on the employee's salary at the time of retirement.

- **IBEW SCF:**

Thirty-five percent (35%) of accumulated leave at the time of retirement, early retirement, or death, not to exceed four hundred sixty-eight and sixty-five hundredths (468.65) hours [calculated at 35% x 1,339 hours].

Contribution based on salary at time of retirement.

- **IBEW WWTP:**

Thirty-six percent (36%) of accumulated leave at the time of retirement, early

retirement, or death, not to exceed four hundred eighty-six (486) hours [calculated at 36% x 1,350 hours].

Contribution based on salary at time of retirement.

- **AFSCME:**

Thirty-five percent (35%) of accumulated medical leave at retirement, not to exceed four hundred sixty-eight and sixty-five-hundredths (468.65) hours [calculated at 35% x 1,339 hours].

Contribution based on salary at time of retirement.

- **Non-Union Employees:**

Fifty-three percent (53%) of accumulated medical leave at retirement, not to exceed six hundred sixty-two and one-half (662.5) hours [calculated at 53% x 1,250 hours].

Contribution based on salary at time of retirement.

- **FOP:**

Employees shall be paid:

- Forty percent (40%) of accumulated medical leave upon separation with a minimum of sixteen (16) years of sworn officer service or age fifty (50).
- Fifty percent (50%) of accumulated medical leave upon separation with at least twenty (20) years of sworn officer service or age fifty-five (55).
- **In the event of death:**
 - If **not in the line of duty**: beneficiary shall receive fifty percent (50%) of accumulated medical leave.
 - If **in the line of duty**: beneficiary shall receive one hundred percent (100%) of accumulated medical leave.

The compensation shall be based on the employee's salary at time of separation. Verified sworn officer service from previous agencies shall count toward the service requirement. Payment shall be made to a VEBA on the employee's behalf in lieu of direct payment.

(B) City Administrator and Department Directors

The City Administrator and Department Directors shall receive a VEBA contribution equal to one-half (1/2) of their accumulated Medical Leave, not to exceed the equivalent of thirty (30) days of pay, upon resignation.

The compensation shall be based on the salary at the time of separation.

For purposes of retirement, compensation for unused Medical Leave shall follow the provisions outlined above for non-union employees.

(C) Death of an Employee

The death of a non-union employee shall be treated as a retirement. Fifty-three (53%) percent of the employee's unused medical leave shall be paid to the employee's beneficiary or estate. For all other employees, death benefits for unused Medical Leave shall be provided in accordance with the applicable collective bargaining agreement.

SECTION X - VEBA CONTRIBUTIONS

The City shall make biweekly contributions to employee VEBA (Voluntary Employees' Beneficiary Association) accounts as follows:

- **Non-union employees:** Fifty dollars (\$50.00) per pay period
- **Employees covered by the IBEW Utilities, IBEW SCF, IBEW WWTP, and FOP CBAs:** Twenty dollars (\$20.00) per pay period
- **Employees covered by the IAFF CBA:** Ten dollars (\$10.00) per pay period

SECTION XI – LONGEVITY PAY

Employees covered under the following CBAs shall receive annual longevity pay based on total length of service with the City. Payment shall begin with the first full pay period following completion of the specified years of service. Unless otherwise stated, payment shall be made on a prorated basis each regular pay period.

FOP (Fraternal Order of Police)

Based on service with the City or as a sworn officer with another agency (verified):

Officers:

- Five (5) years (beginning 6th year): \$350.00
- Ten (10) years (beginning 11th year): \$650.00
- Fifteen (15) years (beginning 16th year): \$1,000.00
- Twenty (20) years (beginning 21st year): \$1,350.00
- Twenty-five (25) years (beginning 26th year): \$1,750.00

Sergeants and Lieutenants:

- Five (5) years (beginning 6th year): \$375.00
- Ten (10) years (beginning 11th year): \$650.00
- Fifteen (15) years (beginning 16th year): \$1,250.00
- Twenty (20) years (beginning 21st year): \$1,700.00
- Twenty-five (25) years (beginning 26th year): \$2,400.00

Non-Union Employees

Paid on a prorated basis each regular pay period:

- Five (5) years (beginning 6th year): \$250.00
- Ten (10) years (beginning 11th year): \$500.00
- Fifteen (15) years (beginning 16th year): \$750.00
- Twenty (20) years (beginning 21st year): \$1,150.00
- Twenty-five (25) years (beginning 26th year): \$1,650.00

AFSCME

- Five (5) years (beginning 6th year): \$~~300.00~~ ~~250.00~~
- Ten (10) years (beginning 11th year): \$~~525.00~~ ~~500.00~~
- Fifteen (15) years (beginning 16th year): \$750.00
- Twenty (20) years (beginning 21st year): \$1,000.00
- Twenty-five (25) years (beginning 26th year): \$1,500.00

IBEW WWTP

- Five (5) years (beginning 6th year): \$250.00
- Ten (10) years (beginning 11th year): \$500.00
- Fifteen (15) years (beginning 16th year): \$750.00
- Twenty (20) years (beginning 21st year): \$1,150.00
- Twenty-five (25) years (beginning 26th year): \$1,160.00

IAFF

Longevity pay shall be awarded annually, beginning with the first full pay period in October:

- Ten (10) years (beginning 11th year): \$750.00
- Fifteen (15) years (beginning 16th year): \$1,000.00
- Twenty (20) years (beginning 21st year): \$1,250.00
- Twenty-five (25) years (beginning 26th year): \$1,500.00

IBEW SCF

Longevity pay shall be paid as a lump-sum on the payroll that includes the employee's anniversary date:

- Five (5) years (beginning 6th year): \$250.00
- Ten (10) years (beginning 11th year): \$500.00
- Fifteen (15) years (beginning 16th year): \$750.00
- Twenty (20) years (beginning 21st year): \$1,150.00
- Twenty-five (25) years (beginning 26th year): \$1,450.00

SECTION XII - SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this ordinance is found to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions of this ordinance.

SECTION XII – EFFECTIVE DATE

The compensation adjustments and provisions set forth in this ordinance pertaining to the American Federation of State, County, and Municipal Employees (AFSCME) International Association of Fire Fighters (IAFF) collective bargaining unit shall take effective upon passage and publication in pamphlet form, in accordance with law, and shall be effective January 26, 2026 January 11, 2026. The Nebraska minimum wage increase and the FOP Referral Incentive clarification shall be made retroactive to January 1, 2026. The salary range correction for the non-union classification of Solid Waste Division Clerk and the Overtime Eligibility correction for the non-union classification of Lead EIC Technician shall be made retroactive to October 5, 2025.

SECTION XIV – REPEALER CLAUSE

ORDINANCE NO. 10,0~~5744~~

All portions of Ordinance No. ~~100391005744~~, and any other ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

Enacted: _____

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 9.b.

Subject: #10-058 - Consideration to Repeal Article 37-II Inter-Jurisdictional Planning Commission

Staff Contact: Kari Fisk

BACKGROUND: The Inter-Jurisdictional Planning Commission (IPC) was created in 2006 at the request of the Merrick County Board of Supervisors per Nebraska Statute. The Commission is made up of 3 members of the Merrick County Planning Commission and 3 Members of the Grand Island Planning Commission and makes recommendations on all zoning actions or subdivisions that occur within Merrick County and the Grand Island extraterritorial zoning jurisdiction (ETJ). The ETJ extends up to 2 miles from the Grand Island municipal limits.

DISCUSSION: The IPC was created in 2006 and since that time has met 12 times including in January of 2026. The most recent meeting prior to this was in 2021.

The Merrick County Board at their meeting on December 23, 2025 considered the question of whether to continue the IPC or not and voted unanimously to request that the IPC be discontinued. A copy the request prepared by Hillary Betka, the Merrick County Zoning Administrator received on January 6, 2026 is included with this item.

Per section 37-17 of the Grand Island City Code the IPC may be discontinued with a majority vote of both the Grand Island City Council and the Merrick County Board of Supervisors.

FISCAL IMPACT: There fiscal impact is minimal. This will reduce the number of meeting notices that the planning department will have to publish.

ALTERNATIVES: Approve the ordinance to repeal.
Deny the ordinance to repeal.

RECOMMENDATION: Approve the ordinance to repeal.

SAMPLE MOTION: Move to approve the ordinance to repeal.

ATTACHMENTS:

1. Letter & Minutes
2. Ordinance

MERRICK COUNTY PLANNING & ZONING

PO BOX 27
CENTRAL CITY, NE 68826
402-604-0226

January 6th, 2026

City of Grand Island Council Members
100 E 1st St.
Grand Island, NE 68801

To whom it may concern,

This letter serves to formally document that the Board of Supervisors of Merrick County convened for a duly noticed meeting on December 23rd, 2025.

During this meeting, the Board discussed matters related to county planning governance, including the Inter-Jurisdictional Planning Commission with the City of Grand Island. Additionally, the Board agreed unanimously that Ordinance #90-38 should be repealed understanding that the Extraterritorial Jurisdiction for the City of Grand Island would be under the authority of the Regional Planning Commission.

If you need additional information or clarification, I have also sent a copy of the minutes of December 23rd, 2025, Board of Supervisors meeting or you can contact me at information given below.

Sincerely,

Hillary H. Betka

Merrick County Zoning
402-604-0226
hczoning@hamiltoncountyne.gov

Enclosure

December 23, 2025,

The Merrick County Board of Supervisors met Tuesday, December 23, 2025 at 9:05 a.m. in the Supervisors Room, County Courthouse, Central City, NE, with Kreachbaum, Jarecke, Dexter, Wiegert, Placke, Weller, Kucera, County Clerk Strobel and County Attorney Kunz were present. Tyson Benner and Melissa Van DeWalle were also present.

Notice of the meeting was given thereof by publications in the Republican Nonpareil and The Palmer Journal and the Merrick County Website. Proof of publication is filed in the Clerk's Office. Copies of the agenda were given to each Supervisor and kept current and available to the public at the County Clerk's Office.

Moved Placke, second Kreachbaum to convene as Board of Supervisors at 9:05 a.m. Roll Call: All Ayes
Chairwoman Kucera declared the meeting was preceded by publicized notice and having acknowledged and identified the location of the posting of the current copy of the Open Meetings Act, called the meeting to order and in open session at 9:05 a.m.

Agenda: Moved Dexter, second Placke to approve the agenda with the deletion of county burial and Vehicle use policy/log for county vehicle items. Roll Call: All Ayes

Minutes: Moved Weller, second Wiegert to approve the minutes of December 9, 2025 as published. Roll Call: Ayes

Meeting Reports: NACO Convention in Kearney: Weller-December 17; Dexter, Jarecke, Kreachbaum, Wiegert and Kucera-December 17 through 19; Long Term Care-December 17-Placke; Safety meeting December 10-Dexter.

Officials Reports: Anna Sedlacek updated the board on the County Administrator applicants.

Public Comment: Tyson Benner reiterated to the board after spending nearly half a million dollars on the Long-Term Care facility in engineering fees, he strongly urged the board to decide whether they will proceed or terminate moving forward.

Melissa Van DeWalle provided an update on Long Term Care and they are continuing the future planning of the facility with RDG.

Juvenile Diversion Officer McNeff appeared before the board to go over the Interlocal and grant for 2027.

Moved Jarecke, second Placke to approve the Juvenile Diversion Interlocal 2027. Roll Call: All Ayes

Moved Placke, second Dexter to approve the chairwoman to sign the Juvenile Diversion Grant for 2027.

Roll Call: All Ayes

Highway Superintendent Kunze discussed the 3rd Road asphalt overlay. The 3rd Road bridge needs to be replaced with a culvert the bidding be due by January 8th and completed by June 15th. Funding the project was also discussed. No action needed at this time.

Hilary Betka, Planning & Zoning discussed the ordinance agreement with City of Grand Island for the Interjurisdictional Planning Commission. Moved Jarecke, second Dexter to terminate Ordinance #90-38 with City of Grand Island. Roll Call: All Ayes

E911 sign placement was decided to place signs by mailboxes or box culverts. No action needed.

The board decided to have Luke Bonkiewicz with NACO meet with the finance committee via phone in regards to the 2027-2030 Official Salary recommendations for Nebraska elected officials.

General Gross: \$90,994.49 Net: \$64,967.92; Roads Gross: \$36,555.52, Net: \$27,574.26; Juvenile Diversion Gross: \$3,928.41, Net: \$2,758.17. Total Gross: \$131,478.42, Net: \$95,300.35.

Moved Placke, second Wiegert to approve the payroll as presented. Roll Call: All Ayes

Moved Wiegert, second Kreachbaum to adjourn at 10:17 a.m. Roll Call: All Ayes

/s/Carolyn Kucera, Chairwoman

/s/Trisha L Fate-Strobel, County Clerk

ORDINANCE NO. 10,058

An ordinance to repeal Chapter 37 Article II of Grand Island City Code; to clarify and/or make general corrections to various code sections, to repeal 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. Chapter 37 Article II of the Grand Island City Code is hereby repealed as follows:

37-11 Interjurisdictional Planning Commission; Created; Duties Reserved

~~An Interjurisdictional Planning Commission is hereby created with Merrick County, Nebraska, pursuant to the requirement of Neb. R.R.S. §19-930, et seq. Said Interjurisdictional Planning Commission shall have the powers, duties, responsibilities and functions of the regional planning commission for the City of Grand Island in the unincorporated area of Merrick County that is within two miles of the corporate boundaries of the City of Grand Island.~~

37-12 Composition; Appointment Of Members Reserved

~~The Interjurisdictional Planning Commission shall consist of six members. Three members shall be chosen by the Mayor with the approval of the council from the City's members on the Hall County Regional Planning Commission which acts as the City's planning commission. The remaining three members shall be chosen by the Merrick County Board from members currently serving on the Merrick County Planning Commission.~~

37-13 Term Of Members Reserved

~~The term of each appointed member shall be for one year and until their successors are appointed and qualified. The City of Grand Island members of the Interjurisdictional Planning Commission may be reappointed to successive one-year terms during their tenure on the Hall County Regional Planning Commission.~~

37-14 Interjurisdictional Planning Commission; Meetings Reserved

~~The Interjurisdictional Planning Commission shall hold regular meetings, at least annually and on other occasions as necessary, to carry out the duties and responsibilities of the commission. A majority of the members must be present to constitute a quorum.~~

37-15 Members; Compensation Reserved

~~All members of the Interjurisdictional Planning Commission shall serve without compensation and without reimbursement for expenses incurred pursuant to fulfilling the requirements of Neb. R.R.S. §19-930 through §19-933.~~

37-16 Removal Of Members; Vacancies Reserved

ORDINANCE NO. 10,058 (Cont.)

~~Any city member of the Interjurisdictional Planning Commission may, after a public hearing before the city council, be removed by the mayor by and with the consent of a three fourths vote of the council, for inefficiency, neglect of duty, malfeasance in office, or other good and sufficient cause. Vacancies occurring otherwise than through the expiration of a member's term shall be filled for the remainder of the unexpired term by the mayor, by and with the approval of a majority vote of all the members elected to the council.~~

37-17 Termination Reserved

~~The Interjurisdictional Planning Commission shall continue until such time as the City of Grand Island and Merriek County agree by a majority vote of each governing body to eliminate the Interjurisdictional Planning Commission. Upon termination, jurisdiction shall transfer to the Hall County Regional Planning Commission which is the planning commission for the city.~~

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: January 13, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 9.c.

Subject: #10,059 - Consideration of Sale of Lot One (1) of Jake's Subdivision in Grand Island, Hall County, Nebraska

Staff Contact: Kari Fisk, City Attorney

BACKGROUND: The City Council, tonight, has been asked to approve the creation of Lot One of Jake's Subdivision located in the City of Grand Island, Hall County Nebraska. This additional property is located adjacent to a residence located on Harrison Street between Brach's Lake and the Street. This property has been determined to be excess property owned by the City.

DISCUSSION: The adjacent property owner has proposed the City sell this surplus property for \$2,000. This property is not currently used by the City and ownership is not needed to maintain drainage through the area.

FISCAL IMPACT: No negative fiscal impact is anticipated.

ALTERNATIVES: Move to Approve

Move to Deny

Move to Continue

RECOMMENDATION: City Administration recommends approval of this sale.

SAMPLE MOTION: Move to Approve

ATTACHMENTS:

1. Agreement
2. Ordinance
3. Map

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

Seller hereby sells to Buyer the following-described Property for the price and upon the terms and conditions set forth herein, and the Buyer does hereby accept said terms and conditions, agrees to pay the purchase price, and to perform the obligations of Buyer herein.

1. The Seller is: The City of Grand Island, Nebraska.
2. The Buyer is: John Baasch Auger Flighting, Inc.
3. The description of the Property is anticipated to be: Lot One (1), Jake's Subdivision, City of Grand Island, Hall County, Nebraska.

(the "Property").
4. The purchase price is TWO THOUSAND AND 00/100 DOLLARS (\$2,000.00).
5. The Buyer shall be entitled to full possession of the Property at Closing. The Closing shall occur as soon as practicable after approval of Jake's Subdivision by the City Council for Grand Island, Nebraska.
6. The Buyer shall assume all real estate taxes assessed against the Property for the year 2026 and all subsequent years.
7. At closing the following shall occur:
 - (a) The Seller shall deliver to the Buyer a fully executed warranty deed.
 - (b) The Buyer shall pay to the Seller the Purchase Price.

Executed this _____ day of _____, 2026.

SELLER:

THE CITY OF GRAND ISLAND, NEBRASKA

BY: _____
XXXXXXXXXXXXX

BUYER

JOHN BAASCH AUGER FLIGHTING, INC.

BY: _____
John D. Baasch, President

THIS SPACE RESERVED FOR REGISTER OF DEEDS

ORDINANCE NO. 10,059

An Ordinance directing and authorizing the sale of Lot One (1), Jake's Subdivision, City of Grand Island, Hall County, Nebraska., Nebraska; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing 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. The Seller is: The City of Grand Island, Nebraska.

SECTION 2. The Buyer is: John Baasch Auger Flighting, Inc.

SECTION 3. The description of the Property is anticipated to be: Lot One (1), Jake's Subdivision, City of Grand Island, Hall County, Nebraska. (the "Property").

SECTION 4. The purchase price is TWO THOUSAND AND 00/100 DOLLARS (\$2,000.00).

SECTION 5. The Buyer shall be entitled to full possession of the Property at Closing. The Closing shall occur as soon as practicable after approval of Jake's Subdivision by the City Council for Grand Island, Nebraska.

SECTION 6. The Buyer shall assume all real estate taxes assessed against the Property for the year 2026 and all subsequent years.

SECTION 7. At closing the following shall occur:

(a) The Seller shall deliver to the Buyer a fully executed warranty deed to be prepared by Buyer for execution by Seller.

(b) The Buyer shall pay to the Seller the Purchase Price.

SECTION 8. As provided by law, notice of such conveyance and the terms thereof shall be published for three (3) consecutive weeks in the Grand Island Independent, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 9. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent (30%) of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty (30) days of passage and publication of such ordinance, said property shall not then, nor within one (1) year thereafter, be conveyed.

SECTION 10. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make, execute and deliver to the Hall County Office of the Register of Deeds, a quit-claim deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 11. This ordinance shall be in force and take effect from and after its passage and publication once a week for three consecutive weeks in the Grand Island Independent as provided by law.

Enacted: January 13, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk

PROPOSED SUBDIVISION AERIAL MAP



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

100

Feet



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: January 13, 2026

Item #: 9.d.

Subject: #10,060 - Consideration of Sale of a Tract of Land comprising part of miscellaneous tracts in part of the South Half of the Southwest Quarter (S1/2SW1/4) of Section 17, Township 11 North, Range 9 West of the 6th Principal Meridian located in the City of Grand Island, Hall County, Nebraska

Staff Contact: Kari Fisk, City Attorney

BACKGROUND: The City of Grand Island owns and operates Ryder Park. The boundaries of Ryder Park extend east directly abutting the building owned by John Baasch Auger Flighting, Inc. Though the eastern edge of this property has been, historically, used as an alleyway or for storage by Baasch Auger, no alley or roadway is platted. Baasch has asked to purchase this property from the City and this Ordinance serves to facilitate that sale.

DISCUSSION: The property to be sold has the following legal description:

A TRACT OF LAND COMPRISING PART OF MISCELLANEOUS TRACTS IN PART OF SOUTH HALF OF THE SOUTHWEST QUARTER (S1/2SW1/4) OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH PRINCIPAL MERIDIAN LOCATED IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA BEGINNING MORE PARTICULARLY DESCRIBED AS

FOLLOW:

COMMENCING AT THE SOUTHWEST CORNER OF JBA MAIN SUBDIVISION WHICH IS THE ACTUAL POINT OF BEGINNING, THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD POTASH HIGHWAY ON A BEARING OF N 89°13'19" W, A DISTANCE OF 25.00' FEET; THENCE N 00°05'37" W, A DISTANCE OF 479.30; THENCE S 89°13'19" E, A DISTANCE OF 25.00' FEET TO THE NORTHWEST CORNER OF JBA MAIN SUBDIVISION; THENCE S 00°05'37"E, ALONG THE WEST LINE OF JBA MAIN SUBDIVISION TO THE

POINT OF BEGINNING, SUCH TRACT CONTAINS 0.275 ACRES MORE OR LESS.

This property has been identified by the Parks department as unneeded and unused by or for Ryder Park. The Parks Department has identified their primary need is to ensure this property is well maintained, fenced, and that material storage does not occur on City property. It is believed this sale will facilitate Baash's ability to fulfil this need.

The property identified contains a public sewer line servicing only Baasch Auger. This line will, as part of this transaction, be converted to a private sewer line.

The utility lines located on this property currently directly abut the buildings owned by Baasch Auger. Baasch has agreed to give the City a public utility easement over the property so long as public utilities remain on the property. It is the intent of Baasch to relocate the utility lines, at Baasch's expense, so that the property can be enclosed and utilized.

It is anticipated that the cost to relocate electric lines will exceed \$60,0000. The cost savings to the City in the privatization of the sewer line is unknown, but it will reduce expenses related to line maintenance.

Because the property is not actively utilized by the City, and because of the substantial benefit to the City in the relocation, at Baasch's expense, of the electric lines, the benefit of fencing and enclosing material storage abutting Ryder Park, and the privatization of the sewer line, Baasch has proposed a purchase price of \$11,982.50.

FISCAL IMPACT: No negative fiscal impact to the City is anticipated.

ALTERNATIVES: Move to Approve

Move to Deny

Move to Continue

RECOMMENDATION: City Administration, in consultation with the City Attorney, Parks Department, Public Works, and Utilities, recommends approval of this sale.

SAMPLE MOTION: Move to Approve Ordinance 10,060

ATTACHMENTS:

1. Agreement
2. Ordinance
3. Map

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

Seller hereby sells to Buyer the following-described Property for the price and upon the terms and conditions set forth herein, and the Buyer does hereby accept said terms and conditions, agrees to pay the purchase price, and to perform the obligations of Buyer herein.

1. The Seller is: The City of Grand Island, Nebraska.
2. The Buyer is: John D. Baasch
3. The description of the Property attached hereto as Exhibit "A".
(the "Property").
4. The purchase price is ELEVEN THOUSAND NINE HUNDRED EIGHTY-TWO AND 50/100 DOLLARS (\$11,982.50).
5. The Buyer shall be entitled to full possession of the Property at Closing. The Closing shall occur as soon as practicable after approval of Jake's Subdivision by the City Council for Grand Island, Nebraska.
6. The Buyer shall assume all real estate taxes assessed against the Property for the year 2026 and all subsequent years.
7. At closing the following shall occur:
 - (a) The Seller shall deliver to the Buyer a fully executed warranty deed.
 - (b) The Buyer shall pay to the Seller the Purchase Price.
8. Subsequent to the closing, Buyer and Seller shall cooperate with Seller, at Buyer's expense, converting the public sewer line on the property to a private line, and the removal of existing power lines on the Property and replacement of the same at a location determined to be most suitable to Seller. Buyer shall reasonably consult Seller prior to the construction by Buyer of any fencing along the western boundary of the Property. Buyer shall prepare and record a public utility easement over the property until such time as public utilities can be removed from the property.

Executed this _____ day of _____, 2026.

SELLER:

THE CITY OF GRAND ISLAND, NEBRASKA

BY: _____
XXXXXXXXXXXXXX

BUYER

JOHN BAASCH AUGER FLIGHTING, INC.

BY: _____
John D. Baasch, President

Exhibit A

LEGAL DESCRIPTION

A TRACT OF LAND COMPRISING PART OF MISCELLANEOUS TRACTS IN PART OF SOUTH HALF OF THE SOUTHWEST QUARTER (S1/2SW1/4) OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH PRINCIPAL MERANDIAN LOCATED IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA BEGINNING MORE PARTICULARY DESCRIBED AS FOLLOW:

COMMENCING AT THE SOUTHWEST CORNER OF JBA MAIN SUBDIVISION WHICH IS THE ACTUAL POINT OF BEGINNING, THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD POTASH HIGHWAY ON A BEARING OF N 89°13'19" W, A DISTANCE OF 25.00' FEET; THENCE N 00°05'37" W, A DISTANCE OF 479.30; THENCE S 89°13'19" E, A DISTANCE OF 25.00' FEET TO THE NORTHWEST CORNER OF JBA MAIN SUBDIVISION; THENCE S 00°05'37"E, ALONG THE WEST LINE OF JBA MAIN SUBDIVISION TO THE POINT OF BEGINNING, SUCH TRACT CONTAINS 0.275 ACRES MORE OR LESS.

THIS SPACE RESERVED FOR REGISTER OF DEEDS

ORDINANCE NO. 10,060

An Ordinance directing and authorizing the sale of property referenced in the legal description below; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing 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. The Seller is: The City of Grand Island, Nebraska.

SECTION 2. The Buyer is: John Baasch Auger Flighting, Inc.

SECTION 3. The description of the Property is anticipated to be:

LEGAL DESCRIPTION:

A TRACT OF LAND COMPRISING PART OF MISCELLANEOUS TRACTS IN PART OF SOUTH HALF OF THE SOUTHWEST QUARTER (S1/2SW1/4) OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH PRINCIPAL MERANDIAN LOCATED IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA BEGINNING MORE PARTICULARY DESCRIBED AS FOLLOW:

COMMENCING AT THE SOUTHWEST CORNER OF JBA MAIN SUBDIVISION WHICH IS THE ACTUAL POINT OF BEGINNING, THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD POTASH HIGHWAY ON A BEARING OF N 89°13'19" W, A DISTANCE OF 25.00' FEET; THENCE N 00°05'37" W, A DISTANCE OF 479.30; THENCE S 89°13'19" E, A DISTANCE OF 25.00' FEET TO THE NORTHWEST CORNER OF JBA MAIN SUBDIVISION; THENCE S 00°05'37"E, ALONG THE WEST LINE OF JBA MAIN SUBDIVISION TO THE POINT OF BEGINNING, SUCH TRACT CONTAINS 0.275 ACRES MORE OR LESS.

SECTION 4. The purchase price is ELEVEN THOUGHSDAND NINE HUNDRED EIGHTY-TWO AND 50/100 DOLLARS (\$11,982.50).

SECTION 5. The Buyer shall be entitled to full possession of the Property at Closing. The Closing shall occur as soon as practicable after approval of sale by the City Council for Grand Island, Nebraska.

SECTION 6. The Buyer shall assume all real estate taxes assessed against the Property for the year 2026 and all subsequent years.

SECTION 7. At closing the following shall occur:

- (a) The Seller shall deliver to the Buyer a fully executed warranty deed to be prepared by the Buyer for Seller's execution.
- (b) The Buyer shall pay to the Seller the Purchase Price.
- (c) The Buyer shall prepare for recording any necessary easements and shall record the same simultaneously with the deed.

SECTION 8. Subsequent to the closing, Buyer and Seller shall cooperate with Seller, at Buyer's expense, converting the public sewer line on the property to a private line, and the removal of existing power lines on the Property and replacement of the same at a location determined to be most suitable to Seller. Buyer shall reasonably consult Seller prior to the construction by Buyer of any fencing along the western boundary of the Property. The Easements listed in 7(c) shall serve to operate until such time as said conversion and replacement can be facilitated. Seller agrees to cooperate with the Buyer in vacating said easements once no longer necessary.

SECTION 9. As provided by law, notice of such conveyance and the terms thereof shall be published for three (3) consecutive weeks in the Grand Island Independent, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 10. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent (30%) of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty (30) days of passage and publication of such ordinance, said property shall not then, nor within one (1) year thereafter, be conveyed.

SECTION 11. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against said conveyance, the Mayor shall make, execute and deliver the buyer a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 12. This ordinance shall be in force and take effect from and after its passage and publication once a week for three consecutive weeks in the Grand Island Independent as provided by law.

Enacted: January 13, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk

Subject Property Survey

FHA/VA Case No. Page # 11

