Meeting Agenda of City Council Regular Meeting
Council Chambers
100 E First Street
November 4, 2025 7:00 PM

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

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

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

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

6. **PRESENTATIONS AND PROCLAMATIONS**

   a. Recognition of the Northwest High School Softball Team State Championship

7. **CONSENT AGENDA**

   a. Approving Minutes of the October 28, 2025 City Council Regular Meeting
   b. Approving Payment of Claims for the Period of October 29, 2025 through November 4, 2025 in the total amount of $2,223,416.63
   c. #2025-380 - Approving Revised Section 5339 Capital Grant Application and Agreement for the Transit Division of the Public Works Department- FY 2026
   d. #2025-381 - Approving Dedicated Parking Stalls in the Public Parking Lot at 3rd Street and Pine Street- Pinnacle Bank
   e. #2025-382 - Approving Bid Award for Sanitary Sewer Open Cut Repairs; Project No. 2026-S-1
   f. #2025-383 - Approving Revised Contract with WAPA to Export Renewable Energy

Certificates to the City of Grand Island's NAR Account

8. ORDINANCES

a. #10,048 - Consideration of Vacation of Utility Easement - JP & PC of GI 3rd and 4th

b. #10,049 - Consideration of Vacation of Utility Easement - JP & PC of GI Lot 1

c. #10,050 - Consideration of Amending 22-84 "Vending Vehicles", 32-46 "Street Vendors; General Rules", and 32-48 "Downtown Business District Streets"

d. #10,051 - Consideration to retitle Chapter 25 to "Pawnbrokers, Tattooing & Body Piercing, and Cryptocurrency Machines", to add Chapter 25, Article III to the Grand Island City Code entitled "Cryptocurrency Machines", to regulate required signage near certain Machines and to create such sections as necessary to effectuate the purposes of said Ordinance.

9. OTHER ITEMS

a. Executive Session to Authorize City Attorney to Execute Waiver on behalf of the City of Grand Island

10. ADJOURNMENT

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: November 4, 2025

Item #: 6.a.

Subject: Recognition of the Northwest High School Softball Team State Championship

Staff Contact: Roger G. Steele

BACKGROUND: The Mayor and City Council will recognize the Grand Island Northwest Softball team and coaches for their State Championship win. Congratulations on an outstanding season.

Head Coach: Mitch Sadd
Assistant Coaches: Natalie Starostka, Sara Olsen, Bailey Williams
Team Manager: Hailey Swanek
Strength Coach: Troy McNeil
Athletic Trainer: Mike Peterson

Team Members: Becca Dinkelman, Graclyn Simmons, Harper Wissing, Madisyn Cole, Abby Dinkelman, Brooke Starman, Jolie O'Hara, Payton Smith, Aubrey Olsufka, Kennedie Washington, Sadie Cemper, Lauren Jones, Lexus Hageman, Libby Loman, Macie Folkers, Naleah Baier, Kyra Johnson, Laiken Dorsey, Emily Spiehs and Alexis Glaze

DISCUSSION: N/A

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: N/A

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: November 4, 2025

Item #: 7.a.

Subject: Approving Minutes of the October 28, 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: Move to approve Minutes of the October 28, 2025 City Council Regular Meeting

ATTACHMENTS:
1. Minutes

City Council Meeting Minutes

Council Chambers
City Hall
100 East First Street
October 28, 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 Clerk Jill Granere, Assistant City Attorney Stacy Nonhof and Public Works Director Keith Kurz.

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

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

6. CONSENT AGENDA

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

6.a) Approving Minutes of the October 14, 2025 City Council Regular Meeting.
Cover Page
Minutes

6.b) Approving Payment of Claims for the Period of October 15, 2025 through October 28, 2025 in the total amount of $7,804,877.58.
Cover Page
Claims

6.c) Approving Request from Kimberly Gleason for Liquor Manager Designation with Walmart, 3501 S Locust St Grand Island, Nebraska.
Cover Page
Police Report

6.d) #2025-362 - Approving City Council Meeting Schedule for 2026.
Cover Page
Proposed City Council Meetings
Resolution

6.e) #2025-363 - Approving of Memorandum of Understanding between the City Of Grand Island and the International Association of Firefighters, Local No. 647
Cover Page
MOU
Resolution

Human Resource Director Aaron Schmid reported the City and International Association of Firefighters Local 647 (IAFF) had an active collective bargaining agreement effective October 1, 2023 through September 30, 2026. The agreement currently provided for a 24-hour on / 48-hour off rotation under the standard 56-hour work week with Kelly Day adjustments. At the request of the Fire Department and IAFF, both parties had negotiated a Memorandum of Understanding (MOU) to pilot a modified schedule consisting of 48 hours on duty followed by 96 hours off duty. The MOU was experimental in nature and would remain in effect through September 30, 2026, unless terminated earlier by either party with 30 days' written notice.

Discussion was held on fatigue and family time. Zach Zoul with the fire department stated it was a majority vote by the members in favor of this MOU.

Motion by Chuck Haase, second by Mitchell Nickerson to approve 6.e) #2025-363 - Approving of Memorandum of Understanding between the City Of Grand Island and the International Association of Firefighters, Local No. 647. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Doug Lanfear. Absent: Mike Paulick. Motion adopted.

6.f) #2025-364 - Approving Amendment to Sub-Recipient Agreement with the YMCA.
Cover Page
YMCA Amendment #1
Resolution

For an additional $10,629.29 for a total amount of $50,496.00.

6.g) #2025-365 - Approving Change Order No. 1 for Cedar Hills Trail Construction.
Cover Page
Change Order No. 1
Resolution

For an increased amount of $455.00 for a revised total of $198,754.50.

6.h) #2025-366 - Approving Purchase of a 72" Mower for Parks Division.
Cover Page

Sourcewell Contract
Resolution

From Midwest Turf and Irrigation of Omaha, Nebraska in an amount of $42,389.72.

6.i) #2025-367 - Approval of Heartland Public Shooting Park Capital Project Hornady Reimbursement

Cover Page
Resolution

Parks and Recreation Director Todd McCoy reported Hornady would manage the HPSP capital projects by purchasing materials and hiring contactors to complete each project. City Administration was requesting that City Council approve reimbursement to Hornady for expenses related to the capital projects. The City Finance Department would review eligible reimbursements and would be limited to the amount approved in the City budget.

Discussion was held making sure that the projects would be tax exempt.

Motion by Chuck Haase, second by Doug Lanfear to approve 6.i) #2025-367 - Approval of Heartland Public Shooting Park Capital Project Hornady Reimbursement. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Doug Lanfear. Absent: Mike Paulick. Motion adopted.

6.j) #2025-368 - Approving Purchase of a Bobcat Compact Loader for Cemetery Division.

Cover Page
State Contract
Resolution

From Central Nebraska Bobcat of Grand Island, Nebraska in an amount of $69,392.11.

6.k) #2025-369 - Approving Purchase of One (1) Sewer Camera with Sonde & Steerable Pipe Transporter, and Backup Camera.

Cover Page
Compact Pipe Ranger Transporter Photo
Sole Source Letter - Municipal Pipe Tool
Resolution

From Municipal Pipe Tool Company, LLC of Hudson, Iowa in an amount of $59,390.00.

6.l) #2025-370 - Approving Skid Steer Buy-Back for Streets Division.

Cover Page
Skid Steer/Compact Track Loader picture
Resolution

From Central Nebraska Bobcat of Grand Island, Nebraska in an amount of $26,800.00 for two.

6.m) #2025-371 - Approving Purchase of a new 10 CY Dump Truck for the Streets Division of the Public Works Department.

Cover Page
Unit 225 Pictures
Resolution

From Hansen International of Grand Island, Nebraska in an amount of $171,152.82.

6.n) #2025-372 - Approving Purchase of a new Salt Truck for the Streets Division of the Public Works Department.

Cover Page
Unit 227 Pictures
Resolution

From Hansen International of Grand Island, Nebraska in an amount of $145,948.81.

6.o) #2025-373 - Approving Amendment No. 2 to Engineering Consulting Services for 13th Street/Diers Avenue Improvements; Project No. 2026-P-2.

Cover Page
Amendment No. 2
Resolution

With Olsson, Inc. of Grand Island, Nebraska for an increased amount of $262,700.00 for a revised total amount of $1,490,400.00.

6.p) #2025-374 - Approving Amendment No. 1 to Engineering Consulting Services for Stolley Park Road; South Locust Street to Stuhr Road Paving Improvements; Project No. 2024-P-4.

Cover Page
Amendment No. 1
Resolution

With Olsson, Inc. of Grand Island, Nebraska for an increased amount of $580,000.00 for a revised total amount of $907,600.00.

6.q) #2025-375 - Approving PGS Coal Combustion Residual (CCR) Groundwater Services - Task 28.

Cover Page
Task 28
Resolution

6.r) #2025-376 - Approving Golf Management Contract

Cover Page
Landscapes Unlimited Agreement
Resolution

Park and Recreation Director Todd McCoy reported Landscapes Unlimited was completing their

five year contract with the City to manage JackRabbit Run Golf Course. The City sent out Request for Proposals (RFP) and received only one proposal. The agreement to move forward with Landscapes Unlimited as they would like to manage JackRabbit Run for the next five years.

Discussion was held on how the revenue was the past five years and the goals for the next five years. Justin with Landscapes Unlimited reported they now have a capital fleet program and high level expenses were now in the budget and paid for through operations which would be substantial.

Motion by Ryan O'Neill, second by Doug Lanfear to approve 6.r) #2025-376 - Approving Golf Management Contract. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Doug Lanfear. Absent: Mike Paulick. Motion adopted.

6.s) #2025-377 - Approving VenuWorks/Heartland Event Center Operations Funding Request

Cover Page
VenuWorks Funding Request
Resolution

Kyler Tarwater reported for fiscal year 2026, VenuWorks was currently requesting $200,000 for operations of the Heartland Events Center per our contractual agreement. Furthermore, in helping to keep pace with operational costs, City Administration were proposing to set up monthly payments to the co-owned operating account not to exceed $500,000 for FY2026. The proposal was for $30,000 monthly starting December 2025 and ending September 2026 (10 total payments).

Discussion was held on revenue and unexpected expenses and losses. Discussion was held regarding the State Fair and anticipated return wasn't what they expected. Mr. Tarwater reported on future events and positive expected revenues.

Motion by Ryan O'Neill, second by Chuck Haase to approve 6.s) #2025-377 - Approving VenuWorks/Heartland Event Center Operations Funding Request. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Doug Lanfear. Absent: Mike Paulick. Motion adopted.

7. RESOLUTIONS

7.a) #2025-378 - Approving Amendment No. 3 to Engineering Consulting Services for State Street/Diers Avenue Improvements; Project No. 2026-P-1

Cover Page
Amendment No. 3
Resolution

Public Works Director Keith Kurz reported this project was part of the overall Claude Road/Diers Avenue improvements of several roadways in the City of Grand Island. It was anticipated that these projects would occur over several years at a pace dictated by budgets, development growth

and need. A Claude Road extension from just north of Faidley Avenue to State Street, which had been completed, was the major focus of this project. This roadway was built with plans to build several connections to Diers Avenue guided by an existing City of Grand Island concept plan. This project allowed for improvements to the Diers Avenue corridor intended to control access and improve traffic performance and safety. These Diers Avenue improvements were the second component to this project. Also associated with this project was the potential for improvements to the Highway 281 and 30 corridors adjacent to the other project areas. These improvements would focus on creating north and southbound left-turn lane offsets as well as right turn lanes to exit from the highway. This portion of the project would involve potential application of NDOT safety funds and would involve coordination with NDOT throughout the project. With the construction of Claude Road; Faidley Avenue to State Street complete it was now time to address the State Street/Diers Avenue improvements with Amendment No. 3 to the original agreement with Olsson, Inc. Amendment No. 3, in the amount of $310,800.00 would allow for additional topographic survey, final roadway design on State Street from Claude Road to Webb Road, utility coordination, right-of-way acquisition, public involvement/project coordination, and bid phase services. This amendment would result in a revised agreement amount of $1,801,200.00.

Motion by Jack Sheard, second by Doug Brown to approve #2025-378 - Approving Amendment No. 3 to Engineering Consulting Services for State Street/Diers Avenue Improvements; Project No. 2026-P-1. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

7.b) #2025-379 - Approving Bid Award for Island Oasis Water Park Improvements
- Cover Page
- Contract
- Resolution

Parks and Recreation Director Todd McCoy reported on September 27, 2025 the Parks and Recreation Department advertised for bids to Renovate Island Oasis. Two (2) bids were received. The lowest bid was submitted by Scheele-Kayton Construction of Lincoln, Nebraska in an amount of $13,196,820.00.

Discussion was held on completion date and would be an 18-month project, and they have requested for the contractors to not impact the swimming this summer.

Motion by Ryan O'Neill, second by Mitchell Nickerson to approve #2025-379 - Approving Bid Award for Island Oasis Water Park Improvements. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

8.) ORDINANCES

8.a) #10,043 - Consideration of Amending Grand Island City Code Sections 2-18 & 2-21 Relative to City Council & Mayor Compensation

Cover Page
Ordinance

Human Resource Director Aaron Schmid reported as part of the 2025 wage survey, Council compensation was reviewed against comparable municipalities. The survey results indicated that the midpoint compensation level should be adjusted to $10,390.00 annually. By law, any change in Council compensation becomes effective with the seating of the next City Council at the first regular meeting in December. In addition, Nebraska statutes provided that the filing fee for candidates is based on the salary in effect as of November 30 of the year preceding the election. Administration recommends amending Council compensation to $10,390.00 annually, plus a 3% cost-of-living adjustment (COLA) tied to the Consumer Price Index (CPI) for the Midwest, Size Class B/C (population 2.5 million or less), as published July 15, 2025. This adjustment brings the recommended compensation to $10,701.00 annually. Because elected officials were typically reticent to address their own pay on a routine basis, but the City needed to provide adequate review of their compensation to ensure interested citizens were willing and financially able to serve the public.

Motion by Chuck Haase, second by Ryan O'Neill to suspend the rules 8.a) #10,043 - Consideration of Amending Grand Island City Code Sections 2-18 & 2-21 Relative to City Council & Mayor Compensation. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

Motion by Jack Sheard, second by Ryan O'Neill to approve 8.a) #10,043 - Consideration of Amending Grand Island City Code Sections 2-18 & 2-21 Relative to City Council & Mayor Compensation. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

8.b) #10,044 - Consideration of Approving Salary Ordinance
Cover Page
Ordinance

Human Resource Director Aaron Schmid reported the proposed amendment to the Salary Ordinance reflected the terms of the recently negotiated Memorandum of Understanding (MOU) between the City of Grand Island and the International Association of Firefighters (IAFF), Local No. 647. Consistent with the approved MOU, this ordinance updates Section V to revise the hourly pay ranges for the following classifications: Firefighter/EMT Firefighter/Paramedic Fire Captain Battalion Chief These updates ensure that the City's pay structure aligns with the compensation provisions negotiated in the MOU. The ordinance would take effect January 11, 2026, coinciding with the implementation of the new schedule and pay structure outlined in the agreement.

Motion by Ryan O'Neill, second by Doug Brown to suspend the rules 8.a) #10,044 - Consideration of Approving Salary Ordinance. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

Motion by Jack Sheard, second by Doug Brown to approve 8.a) #10,044 - Consideration of Approving Salary Ordinance. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

8.c) #10,045 - Consideration of Approving the Amendment to the Grand Island Firefighters' Retirement System Plan and Trust

Cover Page
Grand Island Firefighters Amendment (2025)
Ordinance

Human Resource Director Aaron Schmid reported qualified retirement plans must operate in accordance with current legal and regulatory requirements. The amendment updates the City's Firefighters' Retirement System Plan and Trust to align with recent changes in Nebraska law and to maintain compliance with Internal Revenue Code requirements. Specifically, the amendment increases employee (firefighter) contribution rates from 6.5% to 12.7% between 2024 and 2026 and increases City contributions from 13% to 15% over the same period. It also provides contribution offsets for participants covered under an absolute coverage group, authorizes partial lump-sum benefit payments beginning October 1, 2025, and allows for pooled investment arrangements with other first-class city firefighter plans under the oversight of the Nebraska Investment Council. These updates ensure the plan remains financially sustainable, compliant with statutory provisions, and responsive to the long-term retirement needs of both firefighters and the City.

Motion by Ryan O'Neill, second by Doug Lanfear to suspend the rules 8.c) #10,045 - Consideration of Approving the Amendment to the Grand Island Firefighters' Retirement System Plan and Trust. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

Motion by Jack Sheard, second by Doug Lanfear to approve 8.c) #10,045 - Consideration of Approving the Amendment to the Grand Island Firefighters' Retirement System Plan and Trust. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

8.d) 10,046 - Consideration of Approving the Amendment to the Grand Island Police Officers' Retirement System Plan and Trust

Cover Page
Grand Island- Police Retirement Plan - Amendment (2025)
Ordinance

Human Resource Director Aaron Schmid reported the proposed 2025 Amendment updates the Police Officers' Retirement System Plan and Trust to reflect revised employee contribution rates

and confirm continued compliance with applicable state and federal requirements. Specifically, the amendment increases the mandatory employee contribution rate for police officers from seven percent (7%) to nine percent (9%) of salary, effective October 1, 2025. The amendment also maintains the City's designation to treat employee contributions as "employer pick-up" contributions under Internal Revenue Code Section 414(h), allowing such amounts to be treated as employer contributions for tax purposes. These updates ensure the plan remains consistent with Nebraska law and current administrative practices, and they parallel contribution adjustments made to the Firefighters' Retirement System Plan earlier this year.

Gerald Poels spoke in regards to the employee and employer contributions.

Motion by Jack Sheard, second by Doug Lanfear to suspend the rules 8.d) #10,046 - Consideration of Approving the Amendment to the Grand Island Police Officers' Retirement System Plan and Trust. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

Motion by Ryan O'Neill, second by Jack Sheard to approve 8.d) #10,046 - Consideration of Approving the Amendment to the Grand Island Police Officers' Retirement System Plan and Trust. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

8.e) #10,047- Amendment to Authorize Financing for Solid Waste Improvements/Expansion through Public Markets

Cover Page
Ordinance

Assistant City Attorney Stacy Nonhof reported the current Transfer Station was designed and built by Hall County in the early 1980s. The City took over operation of the facility in the early 1990s. The facility had served the community well, but its design capacity was considerably less than the current tonnage that was moving through the facility on a daily basis. The proposed facility would allow for more efficient operation and have a higher tonnage capacity to serve the community into the future. An example of improving operational efficiency was that the project would allow for both inbound and outbound scales in it's operation. This would increase customer satisfaction and improve safety. Currently both inbound and outbound traffic use one scale and vehicles coming and going take turns using the scale. During peak operations, vehicles queue onto Old Potash Highway, at times over ¼ mile long, waiting their turn to enter into the facility. The proposed site plan would improve the customers experience while increasing efficiency in the whole process. Also, the Landfill's Cell 4 was ready to be developed at this time in an effort to remove stormwater pumps and allow for more efficient landfilling operations. Administration was recommending changing up to and not to exceed $9,000,00 financing authorization ordinance passed August 19th to $9,900,000 due to higher construction costs and to keep it as a bank qualified loan.

Motion by Chuck Haase, second by Ryan O'Neill to suspend the rules 8.d) #10,047- Amendment

to Authorize Financing for Solid Waste Improvements/Expansion through Public Markets. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

Motion by Doug Brown, second by Chuck Haase to approve 8.d) #10,047- Amendment to Authorize Financing for Solid Waste Improvements/Expansion through Public Markets. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

9.a) Executive Session to Discuss Union Negotiations
Cover Page

Motion by Jack Sheard, second by Ryan O'Neill to adjourn to executive session 9.a) Executive Session to Discuss Union Negotiations. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

Adjourn to executive session at 8:20 p.m.

Motion by Doug Brown, second by Jason Consley to return to regular session 9.a) Executive Session to Discuss Union Negotiations. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

Returned to regular session at 8:46 p.m.

10). ADJOURMENT

The meeting was adjourned at 8:46 p.m.

City Clerk
Jill Granere

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: November 4, 2025

Item #: 7.b.

Subject: Approving Payment of Claims for the Period of October 29, 2025 through November 4, 2025 in the total amount of $2,223,416.63

Staff Contact: Patrick Brown

BACKGROUND: N/A

DISCUSSION: N/A

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: Move to approve Payment of Claims for the Period of October 29, 2025 through November 4, 2025 in the total amount of $2,223,416.63

ATTACHMENTS:
1. Claims

Vendor_Name	Description	Amount
AB LAWN PROS	LAWN CARE SERVICE-LIFT STATION #28 - SEPT2025	280.00
AB LAWN PROS	WWTP MOWING SERVICE - SEPTEMBER 2025	5,600.00
ABANTE LLC	FLAG FOOTBALL	132.15
ACCORD GUARANTOR, LLC	SHIPPING	255.45
AKRS EQUIPMENT SOLUTIONS INC	REPAIR GATOR	1,048.60
ALL COPY PRODUCTS INC	CONTRACT CHARGES 9/18/25-10/17/25	143.10
ALPINE POWER SYSTEMS, INC.	BATTERY CAPACITY TESTING	4,354.00
ALPINE POWER SYSTEMS, INC.	BATTERY CAPACITY TESTING	6,531.00
ANDERSON FORD	BRAKE PAD	161.25
ANDERSON FORD	ROTORS	292.50
ANDERSON FORD	WIRE	86.25
APX INC	ISSUANCE/ TRANFER FEE	6.43
APX INC	ISSUANCE/ TRANFER FEE	271.47
AUTO TRIM DESIGN OF CENTRAL NEBRASKA INC	GRAPHICS	100.00
BANK OF AMERICA	WALL STREET JOURNAL SUB	7.53
BANK OF AMERICA	IIMC MEMEBERSHIP DUES - SONYA	135.00
BANK OF AMERICA	AMAZON SUPPLIES	161.84
BANK OF AMERICA	ADVANCE - TEMP CASHIER	1,123.90
BANK OF AMERICA	ALLEGNT- INTERVIEW TRAVEL	189.00
BANK OF AMERICA	SPRINGHILL- INTERVIEW EXPENSE	404.00
BANK OF AMERICA	AMAZON - CANCELED ORDER	(27.88)
BANK OF AMERICA	AMAZON-OFFICE SUPPLIES	36.39
BANK OF AMERICA	Dell-Monitors	310.00
BANK OF AMERICA	Dell-Speaker	32.62
BANK OF AMERICA	INTERNATIONAL TRANS-CC FEE	0.23
BANK OF AMERICA	REMARKABLE - SUBSCRIPTION	29.00
BANK OF AMERICA	HILTON NEW ORLEANS - HOTEL	1,319.60
BANK OF AMERICA	UBER TRIP - Purchase	70.96
BANK OF AMERICA	UBER TRIP - TRAVEL	9.59
BANK OF AMERICA	UBER TRIP - TRAVEL	10.64
BANK OF AMERICA	UBER TRIP - TRAVEL	63.93
BANK OF AMERICA	UNITED BAGGAGE CJECL	35.00
BANK OF AMERICA	UNITED-AIRLINE TICKET	35.00
BANK OF AMERICA	AMAZON-SUPPLIES	15.20
BANK OF AMERICA	AMAZON-SUPPLIES	473.26
BANK OF AMERICA	FACEBK- JOB POSTINGS	136.78
BANK OF AMERICA	TRUEWORK - ER VERIFICATION	59.95
BANK OF AMERICA	COLUMN-LEGAL NOTICE	8.40
BANK OF AMERICA	SPRINGHILL-INTERVIEW EXPENSE	116.00
BANK OF AMERICA	Laptop Riser - office supplies	29.57
BANK OF AMERICA	QUILL-Office Supplies	74.85
BANK OF AMERICA	COLUMN-PLUMBING BOARD	7.60
BANK OF AMERICA	VERIZON - MONTHLY BILL	180.18
BANK OF AMERICA	IAPMO - EVANS TEST	275.00
BANK OF AMERICA	FIRSTNET - CELL PHONES	925.26
BANK OF AMERICA	"I/O SOLUTIONS, INC. - TESTING	425.00

BANK OF AMERICA	"THE BPAD GROUP, INC"	1,890.00
BANK OF AMERICA	"WKU-TRN COURSE, WATTS"	295.00
BANK OF AMERICA	DINGES-TIC STRAPS	1,120.00
BANK OF AMERICA	MENARDS - SALT ST 1	85.37
BANK OF AMERICA	PVC-REPAIR REMOTE	185.00
BANK OF AMERICA	"AMAZON-TRIMMER,AMB"	54.37
BANK OF AMERICA	ADVANCE SER-ACO STOKELY WAGE	1,007.71
BANK OF AMERICA	AT&T-CELL PHONE PAYMENT	2,414.19
BANK OF AMERICA	HOTELS.COM-HOTEL KS TRAINING	510.09
BANK OF AMERICA	HOTELS.COM-TRAINING KS	533.60
BANK OF AMERICA	NLETC-221ST FLEET USE FEES	700.00
BANK OF AMERICA	FED EX-EVIDENCE FREIGHT	14.32
BANK OF AMERICA	FED EX-EVIDENCE FREIGHT	14.32
BANK OF AMERICA	SIRCHIE-EVIDENCE SUPPLIES	132.66
BANK OF AMERICA	USPS-EVIDENCE FREIGHT	24.40
BANK OF AMERICA	USPS-EVIDENCE FREIGHT	42.00
BANK OF AMERICA	USPS-EVIDENCE FREIGHT	54.10
BANK OF AMERICA	AMAZON-TONER	558.16
BANK OF AMERICA	"HARBOR F-GREASE,HOLDERS,PINS"	90.32
BANK OF AMERICA	ACTION TAR-CARDBOARD Q TARGETS	1,132.41
BANK OF AMERICA	AMZN-REFLECTIVE TAPE AUCTION	20.89
BANK OF AMERICA	AMZN-WIRE ROPE CABLE CLIPCLAMP	19.38
BANK OF AMERICA	DELL - PD Monitor Speaker	32.62
BANK OF AMERICA	DELL - PD Monitors	310.00
BANK OF AMERICA	DELL-PD Docking Stations	7,605.00
BANK OF AMERICA	ZIPS AWDIREC-ONE HAND JACK SET	122.94
BANK OF AMERICA	"THE BPAD GROUP, INC"	500.00
BANK OF AMERICA	PLATTE VALLEY-911 WORKSTATION	250.00
BANK OF AMERICA	CENTURY-EM ADMIN LINES	484.02
BANK OF AMERICA	SPD-SIREN ELECTRICITY	30.50
BANK OF AMERICA	ACE-SIREN PADLOCKS	254.88
BANK OF AMERICA	NACO-JON ROSENLUND MEMBERSHIP	160.00
BANK OF AMERICA	2025 APCO NENA CONF-DIRECTOR	190.00
BANK OF AMERICA	GRADUATE LINCOLN-PARKING	15.00
BANK OF AMERICA	GRADUATE LINCOLN-PARKING	23.00
BANK OF AMERICA	GRADUATE LINCOLN-PARKING	23.00
BANK OF AMERICA	ROCKY MOUNT-CHAPLIN TRAINING	100.00
BANK OF AMERICA	SHELL OIL-FUEL CONFERENCE	82.29
BANK OF AMERICA	CLEARFLY-BLDG PHONE SYS	158.13
BANK OF AMERICA	Spectrum-911/EM BLDG CABLE	298.30
BANK OF AMERICA	ISPS-UPS ANNUAL PREV MAINT	2,552.65
BANK OF AMERICA	CENTURY-ALARM LINE	266.84
BANK OF AMERICA	CENTURY-EM ADMIN LINES	421.56
BANK OF AMERICA	USPS-MAIL STAMPS	11.21
BANK OF AMERICA	COLUMN - CRA meeting notice	11.20
BANK OF AMERICA	COLUMN - RPC Public Hearing	19.20
BANK OF AMERICA	COLUMN-Public Hearing not. RPC	10.40

BANK OF AMERICA	VENTURES-awards-plaque J Allan	99.00
BANK OF AMERICA	AMZN-KEYBOARD & MOUSE	47.27
BANK OF AMERICA	AMZN-OFFSETS TXN00136305	(47.27)
BANK OF AMERICA	INGRAM - Books	59.05
BANK OF AMERICA	INGRAM - Books	60.33
BANK OF AMERICA	INGRAM - Books	62.46
BANK OF AMERICA	INGRAM - Books	316.15
BANK OF AMERICA	INGRAM - Books	346.51
BANK OF AMERICA	INGRAM - Books	349.61
BANK OF AMERICA	INGRAM - Books	362.38
BANK OF AMERICA	Makerspace Conference-C Ramos	120.00
BANK OF AMERICA	AMAZON - Credit	(55.99)
BANK OF AMERICA	AMAZON - Flag	15.95
BANK OF AMERICA	AMZN-Kids Prog. Halloween Sup.	27.99
BANK OF AMERICA	AMZN-OFFICE SUPPLIES	149.66
BANK OF AMERICA	QUILL-Toner for Childrens area	106.42
BANK OF AMERICA	QUILL-Toner for Printer	391.96
BANK OF AMERICA	CRICUT - Renewal	128.87
BANK OF AMERICA	RECDESK-Annual Computer Servic	7,140.00
BANK OF AMERICA	AMAZON-calendars/liquid paper	63.93
BANK OF AMERICA	PROVANTAGE - toner	531.96
BANK OF AMERICA	ISS - fittings/valve box lids	39.96
BANK OF AMERICA	REAMS - Decoder/solenoid	161.74
BANK OF AMERICA	CENTRAL NE BOBCA-repair Loader	3,529.35
BANK OF AMERICA	R&R PRODUCTS - aerating spoons	854.40
BANK OF AMERICA	SOS PORTABLE TOILET-Oct ser	312.00
BANK OF AMERICA	U.S. CELLULAR - Oct 10 bill	106.19
BANK OF AMERICA	KENSINGER - gasoline	201.33
BANK OF AMERICA	KENSINGER - gasoline	34.89
BANK OF AMERICA	MENARDS - Muriatic Acid	26.97
BANK OF AMERICA	ACE - leader hose/duct tape	50.40
BANK OF AMERICA	ACE - multi surface cleaner	48.96
BANK OF AMERICA	ACE HDWE - PVC plug/tape	22.44
BANK OF AMERICA	AMAZON - mouse bait	95.96
BANK OF AMERICA	SITEONE - orange marking flags	30.00
BANK OF AMERICA	JACKS TIRE - tire repair	25.00
BANK OF AMERICA	KENSINGER - gasoline	60.00
BANK OF AMERICA	HUMMERT INT - Felco Pruners	342.00
BANK OF AMERICA	HUMMERT INT - Berger Soil	620.80
BANK OF AMERICA	HUMMERT INT - Berger Soil	2,000.00
BANK OF AMERICA	CENTRAL NE BOBCA - hyd oil	190.20
BANK OF AMERICA	MENARDS - DEF fluid	18.96
BANK OF AMERICA	PUMP & PANTRY-diesel dumptruck	101.50
BANK OF AMERICA	PUMP & PANTRY-diesel dumptruck	103.01
BANK OF AMERICA	ONEILL RESOUR-branch disposal	519.60
BANK OF AMERICA	U.S. CELLULAR - Oct 10 bill	40.70
BANK OF AMERICA	ACE HDWE - impact driver	94.97

BANK OF AMERICA	HARBOR FREIGHT-tool kit	79.99
BANK OF AMERICA	MENARDS - cleaning supplies	26.93
BANK OF AMERICA	U.S. CELLULAR - Oct 10 bill	125.19
BANK OF AMERICA	CCI CONSTANT-email platform	166.25
BANK OF AMERICA	AMAZON-office supplies	22.01
BANK OF AMERICA	THE HOME DEPOT-zip ties	153.99
BANK OF AMERICA	ISLAND IND-hvac service call	150.00
BANK OF AMERICA	GoToCom GoToConnect-Phone bill	104.05
BANK OF AMERICA	"AMZN-barriers,HDMI converter"	155.31
BANK OF AMERICA	"MENARDS-fans,cleaning supplie	128.48
BANK OF AMERICA	"SAMS-tables, supplies"	458.35
BANK OF AMERICA	AMAZON-flag string	25.59
BANK OF AMERICA	AMZN-electronic signature pad	139.99
BANK OF AMERICA	GLOBALINDUST-picnic tables	1,953.90
BANK OF AMERICA	JACKSON SER-mat rental	94.47
BANK OF AMERICA	JACKSON SER-mat rental	94.47
BANK OF AMERICA	"CARPENTER-TP,paper towels,soa	1,446.50
BANK OF AMERICA	ACE HDWE - copper tee/adapter	32.17
BANK OF AMERICA	ACE HDWE-making flags	12.99
BANK OF AMERICA	KENSINGER - gasoline	69.78
BANK OF AMERICA	COPYCAT-Lincoln Pool sign	93.34
BANK OF AMERICA	U.S. CELLULAR - Oct 10 bill	43.59
BANK OF AMERICA	WOODWARDS SHREDDING	30.00
BANK OF AMERICA	TELE SYSTEM	7,183.02
BANK OF AMERICA	FIBER WORK HEC	8,884.53
BANK OF AMERICA	INGRAM - Books	17.10
BANK OF AMERICA	INGRAM - Books	17.10
BANK OF AMERICA	INGRAM - Books	37.04
BANK OF AMERICA	INGRAM - Books	51.87
BANK OF AMERICA	INGRAM - Books	75.24
BANK OF AMERICA	INGRAM - Books	166.37
BANK OF AMERICA	INGRAM - Books	225.96
BANK OF AMERICA	LANGUAGE LINE-TRANSLATION SRC	272.60
BANK OF AMERICA	PLATTE VALLEY-911 WORKSTATION	2,307.50
BANK OF AMERICA	CENTURY-EM ADMIN LINES	655.76
BANK OF AMERICA	CENTURY-EMERGENCY LINES	36.63
BANK OF AMERICA	CENTURY-EMERGENCY LINES	38.50
BANK OF AMERICA	CENTURY-EMERGENCY LINES	40.38
BANK OF AMERICA	CENTURY-EMERGENCY LINES	48.50
BANK OF AMERICA	CENTURY-EMERGENCY LINES	76.19
BANK OF AMERICA	CENTURY-EMERGENCY LINES	161.49
BANK OF AMERICA	CENTURY-EMERNGECY LINES	133.54
BANK OF AMERICA	USCELL-911 EMER CELL PHONE	49.02
BANK OF AMERICA	2025 APCO NENA CONF-DIRECTOR	824.75
BANK OF AMERICA	HILTON-HOTEL S BERGGREN HIDTA	432.47
BANK OF AMERICA	DELL-DTF PC Replacement	1,187.40
BANK OF AMERICA	"SAMS-HALLO CNDY,PUB ED"	585.60

BANK OF AMERICA	AMZN-Kids Prog. Halloween Sup.	18.99
BANK OF AMERICA	AMZN-Mini Flashlights Program	58.39
BANK OF AMERICA	DOLLAR TR-Project Connect Prog	12.50
BANK OF AMERICA	HARBOR F-Project Connect Prog	103.87
BANK OF AMERICA	HOBBY-Children's Program Supp	10.06
BANK OF AMERICA	WM-Children's Program Supplies	23.07
BANK OF AMERICA	DELL-Fire 3 Monitor Speakers	97.86
BANK OF AMERICA	DELL-Fire 3 Monitors	810.00
BANK OF AMERICA	"POMPS-Tire,Mount,Flat Repair"	662.00
BANK OF AMERICA	POMPS-938 FOAM TIRES REMOVED	590.64
BANK OF AMERICA	TRAUSCH DYNAMICS - TRUCK PARTS	670.14
BANK OF AMERICA	ACE HDWE - Credit	(14.46)
BANK OF AMERICA	ACE HDWE-chain saw repair	207.29
BANK OF AMERICA	NMC-D7 dozer reg. service	1,350.32
BANK OF AMERICA	"CRESCENT,conduit ELE-C10866"	12.17
BANK OF AMERICA	"HOOKER,crushed rock ELE-C1084	450.70
BANK OF AMERICA	"HOOKER,crushed rock ELE-C1084	455.76
BANK OF AMERICA	CON REN-pipe puller ELE-C10693	188.12
BANK OF AMERICA	CRS-Green-e re-certified solar	225.00
BANK OF AMERICA	CRS-Green-e Recertification	225.00
BANK OF AMERICA	VRZN-JUN 2025 CELL SRV/Water	46.19
BANK OF AMERICA	VRZN-SEP 2025 CELL SRV/Water	38.18
BANK OF AMERICA	EMBASSY-hotel Utility Expo	680.10
BANK OF AMERICA	EMBASSY-hotel Utility Expo	680.10
BANK OF AMERICA	"AMAZON,office&network supplie	154.13
BANK OF AMERICA	"SUNSTAR,balance tape drive fi	100.00
BANK OF AMERICA	"USOLN-Ut Safety,Leader Member	175.00
BANK OF AMERICA	4IMPRNT-Outreach foam hardhats	826.25
BANK OF AMERICA	CINTAS-First Aid Supplies	61.43
BANK OF AMERICA	COLUMN-newspaper ad	33.60
BANK OF AMERICA	HOMEDEPOT-Janitorial supplies	149.55
BANK OF AMERICA	MICHAELTODD - banding	683.42
BANK OF AMERICA	MID NE DISPOSAL - trash	40.00
BANK OF AMERICA	STERICYCLE-shredding	171.77
BANK OF AMERICA	UBM-iP Utility Safety Conf.	1,499.00
BANK OF AMERICA	UPS-shipping	13.91
BANK OF AMERICA	VRZN-JUN 2025 CELL SRV/Water	417.30
BANK OF AMERICA	VRZN-SEP 2025 CELL SRV/Water	389.24
BANK OF AMERICA	WALMART-poster frames	73.34
BANK OF AMERICA	"ACE-lube, caulk, grease"	86.14
BANK OF AMERICA	"AMAZON, wheel brush"	85.44
BANK OF AMERICA	"MENARDS, door parts and tools	81.66
BANK OF AMERICA	"THE HOME D,door lock & latche	83.97
BANK OF AMERICA	"THE HOME DEPOT, misc. supplie	53.87
BANK OF AMERICA	"THE HOME DEPOT, plywood"	34.40
BANK OF AMERICA	MCMASTER-3 blade grounded plug	350.34
BANK OF AMERICA	THE HOME DEPOT - Credit	(31.16)

BANK OF AMERICA	"CRESCENT ELECTRIC, fish tape"	140.58
BANK OF AMERICA	AMAZON - Ice Cleats	563.70
BANK OF AMERICA	GREAT PLAINS HYD-hose repairs	192.42
BANK OF AMERICA	VRZN-JUN 2025 CELL SRV/Water	466.15
BANK OF AMERICA	VRZN-SEP 2025 CELL SRV/Water	409.82
BANK OF AMERICA	"AMERI,CPR training ELE-C10844	24.73
BANK OF AMERICA	"AMERIC,CPR training ELE-C1084	24.73
BANK OF AMERICA	"AMERIC,CPR training ELE-C1084	24.73
BANK OF AMERICA	"MENARDS, nuts, bolts, duct"	72.15
BANK OF AMERICA	"MENARDS, trigger clamp"	26.22
BANK OF AMERICA	"MENARDS, truck battery & pvc"	299.18
BANK OF AMERICA	AMAZON - Cleaning Wipes	265.42
BANK OF AMERICA	fab. elec box door ELE-C10871	440.75
BANK OF AMERICA	VRZN-JUN 2025 CELL SRV/Water	392.89
BANK OF AMERICA	VRZN-SEP 2025 CELL SRV/Water	236.52
BANK OF AMERICA	WESTECH-winch & rope splices	250.21
BANK OF AMERICA	MENARDS-fittings	18.60
BANK OF AMERICA	AMAZON-magnets/clips	93.88
BANK OF AMERICA	PIX4D-Monthly subscription	350.00
BANK OF AMERICA	"TALOGY, LLC - TESTING"	38.80
BANK OF AMERICA	"TALOGY, LLC - TESTING"	388.00
BANK OF AMERICA	ACCURIS-Weather data viewer	52.00
BANK OF AMERICA	AKRS EQUIPMENT-mower pin	265.24
BANK OF AMERICA	AMAZON-chairs	1,693.00
BANK OF AMERICA	AMAZON-combs	10.59
BANK OF AMERICA	AMAZON-combs	14.32
BANK OF AMERICA	AMAZON-keyboard	41.90
BANK OF AMERICA	CASEYS-fuel	22.50
BANK OF AMERICA	COLLEGE TRANSC-PRE-EMP CHECK	19.95
BANK OF AMERICA	HOME DEPOT-hose/filters	96.62
BANK OF AMERICA	JACK'S TIRE-tire repair	25.00
BANK OF AMERICA	JOHNNY`S LOCK-lock repair	64.50
BANK OF AMERICA	KERMITS-vehicle wash	6.00
BANK OF AMERICA	KERMITS-vehicle wash	6.00
BANK OF AMERICA	LAVISTA EMBASSY SUITE-hotel	259.88
BANK OF AMERICA	MENARDS-hitch pin/adapter	31.69
BANK OF AMERICA	NDEE-Water Op renewal	115.00
BANK OF AMERICA	NDEE-Water Op renewal	115.00
BANK OF AMERICA	NDEE-water op renewal	115.00
BANK OF AMERICA	NDEE-water op renewal	115.00
BANK OF AMERICA	NDEE-water op renewal	115.00
BANK OF AMERICA	NDEE-water op renewal	115.00
BANK OF AMERICA	NDEE-water op renewal	115.00
BANK OF AMERICA	NDEE-water op renewal	115.00
BANK OF AMERICA	NDEE-water op renewal	115.00
BANK OF AMERICA	NDEE-water operator renewal	115.00
BANK OF AMERICA	NDEE-water operator renewal	115.00

BANK OF AMERICA	NDEE-water operator renewal	115.00
BANK OF AMERICA	NDEE-water operator renewal	115.00
BANK OF AMERICA	NDEE-water operator renewal	115.00
BANK OF AMERICA	NDEE-water operator renewal	115.00
BANK OF AMERICA	NDEE-water operator renewal	115.00
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BANK OF AMERICA	NDEE-water operator renewal	115.00
BANK OF AMERICA	NDEE-water operator renewal	115.00
BANK OF AMERICA	NDEE-water operator renewal	115.00
BANK OF AMERICA	NDEE-water operator renewal	115.00
BANK OF AMERICA	NDEE-water operator renwl	115.00
BANK OF AMERICA	PUMP & PANTRY-Diesel fuel	62.46
BANK OF AMERICA	PUMP & PANTRY-Diesel fuel	88.16
BANK OF AMERICA	VRZN-JUN 2025 CELL SRV/Water	128.90
BANK OF AMERICA	VRZN-SEP 2025 CELL SRV/Water	76.36
BANK OF AMERICA	ZORO TOOLS-lockout padlocks	1,885.17
BANK OF AMERICA	MCMASTER-CARR-ladder	797.26
BANK OF AMERICA	AIRFREIGHT-freight truck	1,950.00
BANK OF AMERICA	CARBONBRUSH-brushes	118.44
BANK OF AMERICA	eBay-filters	98.76
BANK OF AMERICA	eBay-valve	823.45
BANK OF AMERICA	KLEEN RITE CORP-Solenoid	175.18
BANK OF AMERICA	MCMASTER-CARR-hose coupling	257.36
BANK OF AMERICA	MCMASTER-CARR-oring/trash bags	1,391.15
BANK OF AMERICA	MCMASTER-CARR-Sealant/gaskets	1,624.53
BANK OF AMERICA	MCMASTER-CARRpails	112.41
BANK OF AMERICA	MENARDS-pipe fittings	42.65
BANK OF AMERICA	PV WINSUPP-check valve repair	1,153.50
BANK OF AMERICA	WALMART-ammo	18.53
BANK OF AMERICA	MENARDS-clamps	73.00
BANK OF AMERICA	VRZN-JUN 2025 CELL SRV/Water	184.78
BANK OF AMERICA	VRZN-SEP 2025 CELL SRV/Water	172.74
BANK OF AMERICA	KNOWBE4-cyber sec. training	4,367.93
BANK OF AMERICA	VRZN-JUN 2025 CELL SRV/Water	80.02
BANK OF AMERICA	VRZN-SEP 2025 CELL SRV/Water	80.02
BANK OF AMERICA	HY-VEE-cake	69.99
BANK OF AMERICA	GRAINGER / pump repair kits	120.14
BANK OF AMERICA	JOHNNY`S LOCK & KEY-lock	414.41
BANK OF AMERICA	POLLARDWATER-pressure gauges	109.22
BANK OF AMERICA	BOMGAARS/grass seed/WAT-C3383	85.99
BANK OF AMERICA	ROW Const. permit/WAT-C3383	25.00
BANK OF AMERICA	VRZN-JUN 2025 CELL SRV/Water	527.86
BANK OF AMERICA	VRZN-SEP 2025 CELL SRV/Water	414.80
BANK OF AMERICA	Amazon / Pintle Hitches	213.50

BANK OF AMERICA	VRZN-WIRELESS/FLOW METER BILL	826.04
BANK OF AMERICA	FEDEX -SHIPPING FEES/LAB	224.31
BANK OF AMERICA	UPS-SHIPPING ADJUST(10/10/25)	2.04
BANK OF AMERICA	UPS-SHIPPING FEES/TELEDYNE	14.75
BANK OF AMERICA	UPS-SHIPPING FEES/TELEDYNE	42.72
BANK OF AMERICA	ASME NE-CEU/COURSE/WALKER	125.00
BANK OF AMERICA	"CULLIGAN-WATER,RO RENTAL"	109.00
BANK OF AMERICA	BOMGAARS-WORKWEAR/HERBICIDE	549.79
BANK OF AMERICA	INDUST OUTFIT-WORKWEAR/COLLECT	171.94
BANK OF AMERICA	INDUST OUTFIT-WORKWEAR/COLLECT	174.94
BANK OF AMERICA	MENARDS-FLOW METER BATTERIES	59.22
BANK OF AMERICA	VRZN-WIRELESS/FLOW METER BILL	350.60
BANK OF AMERICA	CASEYS-FUEL #785 GENERATOR	83.50
BANK OF AMERICA	BOMGAARS-WORKWEAR/HERBICIDE	45.98
BANK OF AMERICA	HACH CO-LAB SUPPLIES/OPS	1,367.36
BANK OF AMERICA	HOME DEPOT-TOOLS/OPS	320.97
BANK OF AMERICA	BOMGAARS-WINTER WEAR/MAINT	69.99
BANK OF AMERICA	BOMGAARS-WINTER WEAR/MAINT	76.99
BANK OF AMERICA	VESTIS- UNIFORMS	11.49
BANK OF AMERICA	"CULLIGAN-WATER,RO RENTAL"	483.00
BANK OF AMERICA	DEBTBOOK NOV 25-NOV 26	19,100.00
BANK OF AMERICA	GARRETT - TIRE REPAIR	87.45
BANK OF AMERICA	CORNWELL - SHOP TOOL	69.85
BANK OF AMERICA	"INLAND TRUCK-CARTRIDGE, VALVE	333.77
BANK OF AMERICA	ACE - HARDWARE	6.90
BANK OF AMERICA	AMAZON - BATTERY MAINTAINER	58.10
BANK OF AMERICA	BOMGAARS - ROLLER CHAIN	100.97
BANK OF AMERICA	CENTRAL NE BOBCA - Credit	(11.28)
BANK OF AMERICA	GRAHAM - TIRES	65.00
BANK OF AMERICA	GRAHAM - TIRES	682.00
BANK OF AMERICA	HIDEALIFT - CYLINDER	324.14
BANK OF AMERICA	IMPERIAL - MISC. HARDWARE	187.72
BANK OF AMERICA	ISLAND SUPPLY-WELDING SUPPLIES	88.32
BANK OF AMERICA	MACQUEEN - CLAMP	37.69
BANK OF AMERICA	MACQUEEN - SEAL KIT	138.22
BANK OF AMERICA	MACQUEEN - SWEEPER PARTS	377.48
BANK OF AMERICA	MACQUEEN - SWEEPER PARTS	1,061.75
BANK OF AMERICA	MACQUEEN - SWEEPER PARTS	1,759.36
BANK OF AMERICA	RUSH - GASKETS	87.33
BANK OF AMERICA	SP STROBES - LIGHT	172.12
BANK OF AMERICA	THE PIPEKNI - DEFROSTERS	387.15
BANK OF AMERICA	TRAUSCH - SHOP SUPPLIES	126.08
BANK OF AMERICA	ZIPS - MOUNT	375.00
BEARING DISTRIBUTORS INC	BOTTON ASH SYST.	(77.49)
BEARING DISTRIBUTORS INC	BOTTON ASH SYST.	(28.18)
BEARING DISTRIBUTORS INC	BOTTON ASH SYST.	1,514.57
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INSURANCE CLAIMS	154,953.12

BORDER STATES INDUSTRIES INC	PANELS	5,920.33
BORDER STATES INDUSTRIES INC	TERMINALS & FITTINGS	603.67
BOSSELMAN ENERGY INC	FUEL	2,384.22
BRADY WORLDWIDE INC	REG TAG	4,054.01
BRIGGS INC OF OMAHA	BRASS TEE & BUSHINGS	150.24
CAPITAL BUSINESS SYSTEMS, INC	CPNTRACT BASE RATE 11/17/25-11/16/2026	1,131.97
CAPITAL BUSINESS SYSTEMS, INC	RICOH COPIER MAINTENANCE	100.76
CENTRAL NE HUMANE SOCIETY	ANIMAL CONTROL	25,000.00
CENTRAL NE HUMANE SOCIETY	MONTHLY CHARGES FOR SHELTER AND CARE SERVICES	35,270.00
CENTRAL STATES INDUSTRIAL SUPPLY INC	BFP	2,149.43
CENTRAL STATES INDUSTRIAL SUPPLY INC	LAB	8,006.60
CENTURYLINK INC	OCT 13 BILLING - GRACE WADING POOL	92.65
CENTURYLINK INC	OCT 13 BILLING - LINCOLN WADING POOL	92.65
CENTURYLINK INC	OCT 13 BILLING - PIER WADING POOL	92.65
CENTURYLINK INC	PHONE/ DATA LINES	237.75
CHEMTREAT INC	FLOCCULANT	8,834.62
CHIEF INDUSTRIES INC	WELL 7 BUILDING REPAIR -(AUTO ACCIDENT)	5,850.00
CINTAS CORP	UNIFORMS	23.37
CINTAS CORP	UNIFORMS	114.13
CINTAS CORP	UNIFORMS	48.78
CINTAS CORPORATION NO 2	FIRST AID SUPPLIES	43.53
CITY OF GRAND ISLAND	WASTE DISPOSAL	42.40
CITY OF GRAND ISLAND	CONSTRUCTION MATERIAL DISPOSAL	13.00
CITY OF GRAND ISLAND	TREE BRANCH DISPOSAL	31.72
CITY OF GRAND ISLAND	DEBRIS DISPOSAL	38.64
CITY OF GRAND ISLAND	ROW PERMIT	25.00
CITY OF GRAND ISLAND	ROW PERMIT	25.00
CITY OF GRAND ISLAND POLICE DEPT	WINDOW TINT	300.00
CITY OF GRAND ISLAND-FINANCE DEPT	SAFETY COORDINATOR VEHICLE MAINTENCE FY 2024-2025	72.06
CITY OF GRAND ISLAND-FINANCE DEPT	SAFETY COORDINATOR VEHICLE MAINTENCE FY 2024-2025	31.22
CITY OF GRAND ISLAND-FINANCE DEPT	SAFETY COORDINATOR VEHICLE MAINTENCE FY 2024-2025	19.22
CITY OF GRAND ISLAND-FINANCE DEPT	BACKFLOW PREVENTION OCT-25	6,250.00
CITY OF GRAND ISLAND-FINANCE DEPT	BACKFLOW PREVENTION SEP-25	6,250.00
CITY OF GRAND ISLAND-FINANCE DEPT	SAFETY COORDINATOR VEHICLE MAINTENCE FY 2024-2025	105.69
CITY OF GRAND ISLAND-FINANCE DEPT	SAFETY COORDINATOR VEHICLE MAINTENCE FY 2024-2025	12.00
CITY OF GRAND ISLAND-INFO TECH	IT ANNUAL BILL 2026	31,394.43
CITY OF GRAND ISLAND-UTILITIES	LIGHT RELOCATION - ELKS LOT	4,776.40
CITY OF GRAND ISLAND-UTILITIES	FIRE HYDRANT METER	410.49
COUNTY LINE STRIPING LLC	STRIPING	170.00
DELTA DENTAL OF NEBRASKA	DENTAL INSURANCE CLAIMS	8,516.10
DIDDIER CASTILLO	FIELDHOUSE OFFICIALS	72.00
EAKES INC	OFFICE SUPPLIES	88.09
EAKES INC	OFFICE SUPPLIES	63.08
EAKES INC	OFFICE SUPPLIES	426.24
EAKES INC	OFFICE SUPPLIES	93.99
ECOLAB INC	PEST CONTROL SVC. PGS	176.47
ELIZABETH K ZARRAGA	FIELDHOUSE OFFICIALS	100.00

ELSBURY CONSTRUCTION LLC	2021-P-6	572,469.42
EOCENE ENVIRONMENTAL GROUP, INC.	ADDITIONAL TREES INVENTORIED	8,928.60
EQUIPMENT MANAGEMENT COMPANY	SERVICE JAWS OF LIFE	2,000.00
EQUIPMENT MANAGEMENT COMPANY	SERVICE JAWS OF LIFE	115.00
GALVAN CONSTRUCTION INC	CURB & GUTTER & CATCH BASIN	50.00
GALVAN CONSTRUCTION INC	CURB AND GUTTER & CATCH BASIN	1,500.00
GARY SMITH CONSTRUCTION CO INC	ASPHALT REPAIRS	4,987.12
GE STEAM POWER INC	SHIPPING	400.33
GO PHYSICAL THERAPY, LLC	NEW HIRE SCREEN	165.00
GRAND ISLAND DISPOSAL INC	PORTA JON RENTAL / TS	125.00
GRAND ISLAND DISPOSAL INC	PORTA JON RENTAL/ YW	125.00
GRAND ISLAND PRINTING COMPANY INC	ALICIA BUSINESS CARDS	61.78
GRAND ISLAND PRINTING COMPANY INC	FINANCE ENVELOPES	264.29
GRAND ISLAND REGIONAL MEDICAL CENTER	FIRE DEPT PHYSICALS	2,886.00
GRAND ISLAND REGIONAL MEDICAL CENTER	AMB SUPPLIES	521.86
GRAY LOCAL MEDIA, INC.	STORMWATER COMMERCIALS - MAY 2025	200.00
GRAY LOCAL MEDIA, INC.	STORMWATER COMMERCIALS - SEPT 2025	595.00
GRAY LOCAL MEDIA, INC.	STORMWATER COMMERCIALS - SEPT 2025	900.00
GRAY LOCAL MEDIA, INC.	STORMWATER COMMERCIALS - SEPT 2025	2,920.00
GREGORY E. DOBESH	78.4 CU YARDS TOPSOIL	1,993.00
HACH COMPANY	HACH ANALYZER MAIN./SERV.	9,350.82
HALL CO SHERIFFS DEPT	VEHICLE IMPOUND AUCTION PROCEEDS FALL AUCTION 2025	21,490.00
HALL COUNTY CONVENTION & VISITORS BUREAU	BILLBOARD LAND LEASES FOR IO ADVERTISEMENTS	1,150.00
HERMAN PLUMBING CO INC	EMERGENCY WATER SERVICE REPAIR/ 907 W 3RD	5,387.94
JEO CONSULTING GROUP INC	S LOCUST TRAIL	76,115.00
JEO CONSULTING GROUP INC	2023-P-10	40,170.00
JERRY'S SHEETMETAL HEATING-COOLING, INC.	AC FILTERS	851.00
JERRY'S TRANSMISSION SERVICE INC	VALVES	179.53
JONATHAN SUNDERMEIER	FIELDHOUSE OFFICIALS	280.00
LAWRENCE P SATTLEY	BACKGROUND CHECK	900.00
LAWRENCE P SATTLEY	BACKGROUND CHECK	900.00
LAWRENCE P SATTLEY	BACKGROUND CHECKS	900.00
LAWRENCE P SATTLEY	BACKGROUND CHECKS	900.00
LAWRENCE P SATTLEY	BACKGROUND INVESTIGATION	900.00
LAWRENCE P SATTLEY	BACKGROUND INVESTIGATION	900.00
LYMAN-RICHEY CORPORATION	READYMIX CONCRETE	1,358.50
LYMAN-RICHEY CORPORATION	READYMIX CONCRETE	2,123.50
LYMAN-RICHEY CORPORATION	47B CONCRETE	800.24
MATHESON TRI-GAS INC	BULK HYDROGEN	217.88
MATHESON TRI-GAS INC	BULK HYDROGEN	245.71
MATHESON TRI-GAS INC	MONTHLY BOTTLE RENTAL	295.32
MCMASTER-CARR SUPPLY COMPANY	PIPE FITTINGS	621.09
MENARD INC	GASKETS	(36.89)
MENARD INC	GASKETS	(13.42)
MENARD INC	GASKETS	721.07
MH LOGISTICS CORP	ANNUAL LIFT INSP.	359.21
MH LOGISTICS CORP	ANNUAL LIFT INSP.	359.21

MIDWEST ALARM SERVICES	FIRE SYST. REPAIR	720.25
MIDWEST TAPE LLC	DVD	13.49
MONROE NEIA LLC	NUTS & BOLTS	94.09
MOTION INDUSTRIES INC	PIG MATS	685.77
MOTUS GROUP, INC.	PAC SYSTEM	(95.18)
MOTUS GROUP, INC.	PAC SYSTEM	(34.61)
MOTUS GROUP, INC.	PAC SYSTEM	1,860.34
MRL CRANE SERVICE INC	SIDE DUMP RENTAL - CH	1,558.75
MUNICIPAL SUPPLY INC OF NE	6"/12" LINESTOP SLEEVES	4,740.16
NAJIB EGOR ORTIZ	FIELDHOUSE OFFICIAL	72.00
NEBRASKA DEPARTMENT OF LABOR	3rd QTR 2025 UNEMPLOYMENT CHARGES	7,896.00
NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LAB	WATER SYST. TESTING	148.00
NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LAB	WATER SYST. TESTING	665.00
NEBRASKA STATE FIRE MARSHAL	FFI, FFII & HAZMAT CERT	150.00
NEW WAVE CONCRETE LLC	SIDEWALK REPAIRS	2,706.48
NORTHWESTERN ENERGY	GAS NATURAL	11.15
NORTHWESTERN ENERGY	NATURAL GAS ST 2	22.93
NORTHWESTERN ENERGY	NATURAL GAS ST 2	15.28
NORTHWESTERN ENERGY	9/17 TO 10/16/25 SERVICE	11.15
NORTHWESTERN ENERGY	9/17 TO 10/16/25 SERVICE	11.15
NORTHWESTERN ENERGY	9/17 TO 10/16/25 SERVICE	13.40
NORTHWESTERN ENERGY	9/17 TO 10/16/25 SERVICE	14.90
NORTHWESTERN ENERGY	9/17 TO 10/16/25 SERVICE	15.26
NORTHWESTERN ENERGY	9/17 TO 10/16/25 SERVICE	10.17
NORTHWESTERN ENERGY	9/19 TO 10/20/25 SERVICE	100.15
NORTHWESTERN ENERGY	9/19 TO 10/20/25 SERVICE	100.15
NORTHWESTERN ENERGY	NATURAL GAS BILL	11.15
OLSSON INC	2021-P-6	54,550.40
OLSSON INC	2022-P-4	5,489.15
OLSSON INC	2024-P-4	37,274.33
OLSSON INC	WATER MASTER PLAN PAY REQUEST #5	13,009.20
OMG MIDWEST INC	UPM COLD PATCH	1,673.00
PLATTE VALLEY LABORATORIES INC	WATER TESTING	65.00
PUBLIC POWER GENERATION AGENCY	SEPT. 2025 FUEL & O&M	473,323.74
PVS DX INC.	CHLORINE CYLINDERS	2,029.34
PVS DX INC.	CHLORINE CYLINDERS	2,181.33
PVS DX INC.	CHLORINE CYLINDERS	3,768.77
R & L SPRINKLER	SPRINKLER REPAIR	90.38
RADWELL INTERNATIONAL LLC	PUSH BUTTON	133.60
RADWELL INTERNATIONAL LLC	ACTUATOR	616.22
RANDY V SEE	FIELDHOUSE OFFICIAL	100.00
REFUND CUSTOMERS	OVERPAID MCKESSON AMBULANCE BILL	692.97
REFUND CUSTOMERS	DUPLICATE OF ROW25-000138	30.00
REFUND CUSTOMERS	DUPLICATE OF ROW25-000141	30.00
REFUND CUSTOMERS	VOID DUPLICATE PERMIT OF ROW25-000007	30.00
REFUND CUSTOMERS	REFUND ON FINAL	96.68
REFUND CUSTOMERS	DUPLICATE OF SSS25-000030	70.00

RS AMERICAS INC	HEAT TRACE REEL	2,372.79
SANDHILLS TRUCK COMPANY INC.	MODULE	293.99
SANDHILLS TRUCK COMPANY INC.	MUFFLER, PIPE	1,628.64
SCHANER'S WASTEWATER PRODUCTS INC	POLY-GONE	8,036.61
SEON DESIGN (USA) CORP	TRANSIT VEHICLE CAMERAS	2,225.00
SERVI-TECH, INC	PGS FALL OUTAGE	182.00
STATE OF NE DEPT OF AGRICULTURE	PET LICENSE FEE FOR FISCAL YEAR 2025	2,531.50
STATE OF NEBRASKA DEPT OF ENVIRONMENT & ENERGY	RENEWAL OF WATER OPERATOR LICENSE - SMOLLEN	115.00
STATE OF NEBRASKA DEPT OF ENVIRONMENT & ENERGY	ASH DISPOSAL PERMIT FEE	1,000.00
TEREX USA LLC	BUCKET TRUCK TESTING - 1879	1,336.07
TEREX USA LLC	FORKLIFT TESTING - UNIT 1810	626.58
TEREX USA LLC	TRAVEL TIME CREDIT	(92.50)
TEREX USA LLC	ANNUAL INSPECTION	(360.00)
TEREX USA LLC	ANNUAL INSPECTION	1,237.97
TEREX USA LLC	NON-DESTRUCTIVE TESTING	569.63
THE DIAMOND ENGINEERING COMPANY	2023-P-10	293,484.71
TOWERS INSULATION INC	OUTAGE SCAFFOLDING SVC.	13,243.95
UNION PACIFIC RAILROAD COMPANY	LEASE FOR 11/2025 TO 11/2026	15,170.87
UNITED CONVEYOR CORPORATION	GASKET	950.30
UNITED CONVEYOR CORPORATION	SCRUBBER ASH SYST	14.92
UNITED CONVEYOR CORPORATION	SCRUBBER ASH SYST	418.50
UNITED CONVEYOR CORPORATION	SRUBBER ASH SYST. PARTS	4,621.58
VERIZON WIRELESS	CELL PHONE BILL	12.74
VESTIS GROUP, INC	RUGS & SHOP RAGS	431.19
ZORO TOOLS INC	FIBERGLASS TAPE	296.59
	TOTAL	$ 2,223,416.63

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: November 4, 2025

Item #: 7.c.

Subject: #2025-380 - Approving Revised Section 5339 Capital Grant Application and Agreement for the Transit Division of the Public Works Department- FY 2026

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

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BACKGROUND: Commencing July 1, 2016 public transportation services were led by the City of Grand Island utilizing urban transportation funds from the Federal Transit Administration. Rolling stock purchases for urban transportation are made through various methods including, but not limited to, the City of Grand Island procuring vehicles independently, and the City of Grand Island purchasing vehicles through State of Nebraska's procurements.

On September 23, 2025, via Resolution No. 2025-324, City Council authorized the Mayor to sign the Section 5339 Capital Grant Application and subsequent agreement. Such approval was for a purchase price of $76,539.00 for one (1) lowered floor minivan. The State of Nebraska notified the City on September 30, 2025 that the vehicle purchase price had increased to $77,985.00, requiring further City Council approval.

DISCUSSION: The City and State of Nebraska desire to secure and utilize grant funds to purchase a minivan and related equipment to be used in public transit services throughout the Urbanized Area of Grand Island.

One (1) 2018 Grand Dodge Caravan is due for replacement based on the parameters outlined in the Transit Asset Management Plan. This van will be removed from the active fleet and disposed of in coordination with the Federal Transit Administration.

The request at this time is to purchase one (1) Lowered Floor Minivan, which will be owned by the City, to be used within the public transit service provided through the Urbanized Area of Grand Island. Total purchase price is $77,985.00. Federal funding will provide for 80%, or $62,388.00 of the purchase and City General fund will provide 20%, or $15,597.00. Funding will be provided as follows. Of the $77,985.00 Federal portion, $40,125.00 will be provided by State of Nebraska Section 5339 Funding and $22,263.00 will be provided by City of Grand

Island Section 5307 Funding. Of the Local portion, $15,597.00 will be provided by the City of Grand Island General Fund.

As part of this equipment purchase, the City of Grand Island will submit a Section 5339 Grant Application to the State of Nebraska in the amount of $40,125.00. A public notice related to this grant application was published in the Grand Island Independent on October 17, 2025.

FISCAL IMPACT: Funds will be paid out of 22622601-85625.

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 revised Section 5339 Capital Grant Application and subsequent agreement for the Transit Division of the Public Works Department.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Section 5339 Capital Grant Application
2. Resolution

Section 5339 Capital Grant Application

FY- 2026

General Information

Legal Name of Applicant Organization: Grand Island, City of		
Unique Entity Identifier (UEI) 47-6006205		
Address *(include City, State, and Zip Code)*: 100 E. 1st Street, PO Box 1968, Grand Island, NE 68802		
Name of Project Director or Supervisor: Charley Falmlen	Phone No.: 308-646-6571	Email Address: charleyf@grand-island.com
Name of Person Preparing this Application: Charley Falmlen	Phone No.: 308-646-6571	Email Address: charleyf@grand-island.com
Services Generally Provided by Applicant: Demand Response Service		

Demographics

Ethnicity of Clientele	Service Area Population	Percent of Total Service Area Population
Black or African American	1859	3%
Hispanic or Latino	18594	30%
Native Hawaiian or other Pacific Islander	371	1%
Asian	868	1%
Native American or Alaska Native	1240	2%
Non-Minority	39047	63%
Total	61979	100%

Transportation Project

Identify the Geographical Areas to be Served: *(Towns, Counties)*
Urbanized Area of Grand Island, Nebraska

Intended Use: *(Check one)*
☒ Replace Existing Service ☐ Expand Existing Service ☐ Start New Service ☐ Enhance Existing Service

Capital Assistance

Vehicle(s) Requested

Prioritize Vehicle(s) Requested (1, 2, 3)	No. of Units	Vehicle	Vehicle Cost	Total Cost
		Small Bus	$92,000	$
		Seven-Passenger Van *	$70,000	$
1	1	Lowered Floor Minivan	$65,000	$ 77,985
			Total Costs:	**$** 77,985
			Total Federal Funds requested ***(80% of total costs)***	**$** 40,125.00
			Local Share ***(20% difference between Federal funds requested and total costs)***	**$** 37,860.00

Maintenance of Vehicles

To assure that vehicles acquired with Federal Transit Assistance funds are maintained in optimal operating condition, it is required that they be maintained in accordance with the **vehicle manufacturer's recommended maintenance schedule**. Applicants must verify by certifying below.

Maintenance Certification

The City of Grand Island certifies that vehicles purchased under Section 5339 will be maintained in accordance with detailed maintenance and inspection schedule provided by the manufacturer.

Roger G. Steele
(Printed Name of Person Signing)

Mayor
(Title)

(Signature of Authorized Representative)

(Date)

Vehicle Being Replaced (If Applicable)

This vehicle will be taken out of regular service *(can be used as backup)*.

Year of Vehicle Being Replaced: 2018

(Vehicle must have been in service for at least four years or has a minimum of 100,000 miles)

Make: Dodge

Model: Grand Caravan

Vehicle Identification No.: 2CRDGBG1JR290089

Mileage: 157,360

Vehicle Condition: Adequate - Moderately deteriorated or defective componenets

COMPLETE THE APPLICATION BY SIGNING BELOW.

CERTIFICATION: I hereby certify the information in this application is accurate and, as the authorized official for this project, hereby agree to comply with all provisions of the grant program and all other applicable state and federal laws.

	Mayor	
Applicant's Authorized Representative	*Title*	*Date*

R E S O L U T I O N 2025-380

WHEREAS, funds are available through the State of Nebraska to aid the City financially in providing public transit services; and

WHEREAS, the City and State desire to secure and utilize grant funds to purchase a minivan and related equipment to be used in public transit services throughout the Urbanized Area of Grand Island; and

WHEREAS, on September 23, 2025, via Resolution No. 2025-324, City Council authorized the Mayor to sign the Section 5339 Capital Grant Application and subsequent agreement for a purchase price of $76,539.00 for one (1) lowered floor minivan; and

WHEREAS, the State of Nebraska notified the City on September 30, 2025 that the vehicle purchase price had increased to $77,985.00, requiring further City Council approval; and

WHEREAS, the request at this time is to purchase one (1) Lowered Floor Minivan, which will be owned by the City, to be used within the public transit service provided through the Urbanized Area of Grand Island; and

WHEREAS, Section 5339 Capital Grant Application and agreement will provide for $40,125.00, City of Grand Island Section 5307 will provide for $22,263.00, and City of Grand Island General Fund will provide for $15,597.00 of such purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the Section 5339 Capital Grant Application and subsequent agreement.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute an agreement for such purchase 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.

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Adopted by the City Council of the City of Grand Island, Nebraska, November 4, 2025.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: November 4, 2025

Item #: 7.d.

Subject: #2025-381 - Approving Dedicated Parking Stalls in the Public Parking Lot at 3rd Street and Pine Street- Pinnacle Bank

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

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BACKGROUND: On November 12, 2019, via Resolution No. 2019-330, City Council approved a parking lease agreement with Pinnacle Bank, located at 106 East 3rd Street, for three (3) parking stalls in the public lot at 3rd Street and Pine Street, as shown on the attached exhibit. Such agreement is due for renewal.

DISCUSSION: Pinnacle Bank has requested to renew the parking lease agreement for three (3) parking stalls in the northern part of the parking lot south across 3rd Street from their location at 106 East 3rd Street. City staff have negotiated an agreement with Pinnacle Bank, a copy of which is attached for review. The fee is set at $400.00 per year, per stall; for a total of $1,200.00 annually. It should be noted there are current parking lease agreements in place at the following locations.

- Southern portion of 3rd Street and Pine Street parking lot- ProCon Management, Inc.
- Oak Street and South Front Street (southeast) parking lot- American Red Cross
- Oak Street and South Front Street (southwest) parking lot- Grand Generation Center
- South Front Street (east of YMCA) parking lot- YMCA
- Southwest corner of South Locust Street and West 1st Street- RW Sorensen

FISCAL IMPACT: Funds will be credited to 27010001-74715.

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 resolution authorizing dedicated parking stalls in the public parking lot at 3rd Street and Pine

Street for Pinnacle Bank, according to Exhibit “A”.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:
1. Pinnacle Bank Parking Lease
2. Resolution
3. Exhibit

L E A S E

This lease agreement is made on September _____, 2025 by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereafter referred to as "City" and PINNACLE BANK, a Corporation, hereinafter referred to as "Bank".

1. STATEMENT OF PURPOSE. The purpose of this agreement is to set forth the terms and conditions under which the Bank will lease from the City three (3) parking spaces south of the bank, the location of which is shown on Exhibit "A", attached hereto and made a part hereof by reference.

2. TERM OF LEASE. This lease shall run for a term of two (2) years commencing on _____. This lease shall be automatically renewable for up to two (2) additional two (2) year terms unless the Bank notifies the City in writing prior to the end of the then current term of its intention not to renew this lease for an additional term.

3. CONSIDERATION. In consideration of this lease the Bank agrees to pay to the City as rentals for the three (3) parking spaces One Thousand Two Hundred Dollars ($1,200.00) per year or Four Hundred Dollars ($400.00) per stall per year. This rental shall be due and payable to the city of Grand Island in annual installments on or before November 15th of the current year. Any partial year rental will be pro-rated.

4. SIGNS AND MARKINGS. The City will supply and install the posts. The Bank shall supply the signs and name placard (maximum size of 12" x 18") indicating that the aforementioned parking spaces are leased for private parking, and shall be responsible for any damage, theft, etc. of such. The signs will indicate that the aforementioned parking spaces are for their customer parking and that violators will be towed at owner's expense.

5. ENFORCEMENT. The Bank shall be responsible for enforcing that parking is only for Bank customers. The Bank shall be responsible for calling tow companies for parking violations. The Bank shall not call Grand Island Police Department for enforcement.

6. NOTICES. All notices in connection with this lease shall be sent to the following addresses by first class mail, postage prepaid:

City of Grand Island
Attn: City Attorney
P.O. Box 1968
Grand Island, NE 68802

Pinnacle Bank
3610 W Capital Ave
Grand Island, NE 68803

7. CHOICE OF LAWS. This agreement shall be construed in accordance with the laws of the State of Nebraska.

8. ENTIRE AGREEMENT. This lease constitutes the entire agreement between the parties hereto, notwithstanding any other written or oral agreements to the contrary. This lease may be amended only in writing, duly approved and executed by both parties.

CITY OF GRAND ISLAND, NEBRASKA

By_____ Date _____
Roger Steele, Mayor

Attest:_____
City Clerk

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

_____ Date _____
Attorney for the City

PINNACLE BANK, A Corporation

By_____ Date _____
Bart Qualsett

Title_____

STATE OF NEBRASKA)
) ss:
COUNTY OF HALL)

The foregoing document was executed before me on October _____, 2025 by _____ President of the PINNACLE BANK a Corporation, on behalf of said corporation.

_____
Notary Public

R E S O L U T I O N 2025-381

WHEREAS, the City Council, by authority of 22-77 of the Grand Island City Code, may be resolution, entirely prohibit, or fix a time limit for the parking and stopping of vehicles in or on any public street, public property, or potion thereof; and

WHEREAS, Pinnacle Bank requests to dedicate three (3) parking stalls in the public parking lot at 3rd Street and Pine Street, according to attached Exhibit "A"; and

WHEREAS, an agreement for such dedicated parking stalls has been reviewed and approved by the City Legal Department; and

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 Parking Lease Agreement with Pinnacle Bank for their location at 106 East 3rd Street, according to the attached Exhibit "A".

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

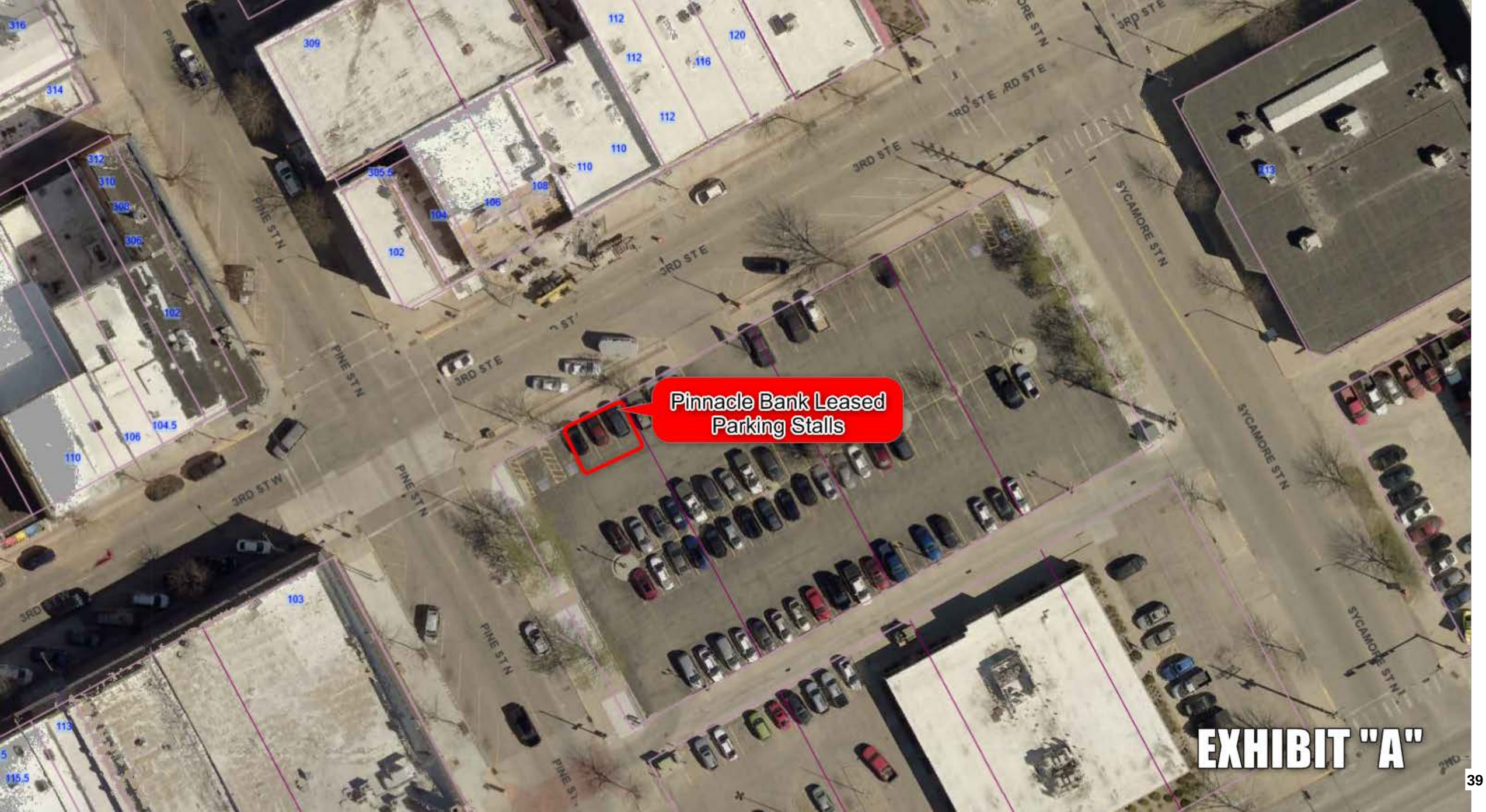
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 4, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk


Pinnacle Bank Leased Parking Stalls
EXHIBIT "A"
3RD ST E
3RD ST W
PINE ST N
SYCAMORE ST N
309
316
314
312
310
308
306
305.5
304
302
213
120
116
112
110
108
106
104.5
103
115.5

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: November 4, 2025

Item #: 7.e.

Subject: #2025-382 - Approving Bid Award for Sanitary Sewer Open Cut Repairs; Project No. 2026-S-1

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

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BACKGROUND: The City is taking a proactive approach in rehabilitating sanitary sewer areas prior to any major failures. This project will focus on an area north of Stolley Park Road, east of Webb Road, as shown on the attached exhibits, and address both pipe and manhole repairs. The locations require excavation of the problem area as repair from inside the pipe are not possible due to the condition of the pipe or manhole.

On October 10, 2025 the Engineering Division of the Public Works Department advertised for bids for Sanitary Sewer Open Cut Repairs; Project No. 2026-S-1.

DISCUSSION: One (1) bid was received and opened on October 28, 2025. The Engineering Division of the Public Works Department and the Purchasing Division have reviewed the bid that was received and consider it to be fair and reasonable as it is within 2.5% of the project estimate.

Bidder	Base Bid
The Diamond Engineering Company of Grand Island, Nebraska	$307,305.00

FISCAL IMPACT: Funds will be paid out of 53030055-85213-53575.

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 bid

award to The Diamond Engineering Company of Grand Island, Nebraska in the amount of $307,305.00.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. 2026-S-1 Contract
2. Resolution

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____day of _____, **2025**, by and between ***THE DIAMOND ENGINEERING COMPANY,*** hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of **SANITARY SEWER OPEN CUT REPAIRS; PROJECT NO. 2026-S-1**; and

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

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

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

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of ***THREE HUNDRED SEVEN THOUSAND THREE HUNDRED FIVE & 00/100 ($307,305.00)*** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **SANITARY SEWER OPEN CUT REPAIRS; PROJECT NO. 2026-S-1.**

ARTICLE IV. It is understood and agreed that time is of the essence of the Contract. No work shall commence until the Certificate of Insurance and bonds (when required) are approved by the City, the Contract is executed, and a Notice to Proceed is issued. The Contractor shall coordinate with the City of Grand Island Public Works relative to scheduling work. City Manhole 201 is required to be completed by **December 12, 2025** and Sanitary Pipe 20345 is required to be completed by **March 1, 2026**, with the remainder of Base Bid required to be completed by **June 1, 2026**.

ARTICLE V. It is understood and agreed that time is the essence of the contract. Should the Contractor fail to perform all of the work within the overall period of time stipulated in the Contract Agreement, the Contractor shall pay to the City, as liquidated damages and not as a penalty, **$150.00 per calendar** day of default unless extensions of time granted by the City specifically provide for the waiving of liquidated damages.

The City shall have the right to deduct the liquidated damages from any moneys in its hands, otherwise due, or to become due, to the Contractor, or to use for and recover compensation for damages for non-performance of this contract within the time stipulated.

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

ARTICLE VII. 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.

ARTICLE VIII. 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 and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE IX. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska**.**

ARTICLE X. 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 XI. The City reserves the right to terminate this contract at any time upon sixty (60) days notice. If the contract is terminated, the contractor will be compensated for any services, not in dispute, rendered to date of termination.

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

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

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

THE DIAMOND ENGINEERING COMPANY

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

_____ Date _____
Attorney for the City

APPENDIX A – TITLE VI NON-DISCRIMINATION -

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

(1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

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

(5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
   (b.) cancellation, termination or suspension of the agreement, in whole or in part.

(6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

R E S O L U T I O N 2025-382

WHEREAS, the City of Grand Island invited sealed bids for Sanitary Sewer Open Cut Repairs; Project No. 2026-S-1, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on October 28, 2025 bids were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of $307,305.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska in the amount of $307,305.00 for Sanitary Sewer Open Cut Repairs; Project No. 2026-S-1 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 4, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: November 4, 2025

Item #: 7.f.

Subject: #2025-383 - Approving Revised Contract with WAPA to Export Renewable Energy Certificates to the City of Grand Island's NAR Account

Staff Contact: Ryan Schmitz

BACKGROUND:

For years Western Area Power Association (WAPA) has allowed members to obtain hydro Renewable Energy Certificates (RECs) with the only option being to retire them. This was used primarily for entities that are required to offset their carbon emissions with clean energy.

On December 4th, 2024 after a 30-day comment and review period, WAPA made final changes to all their contracts to allow utilities to obtain and sell RECs.

On May 13th, 2025, the City of Grand Island approved a new Contract to Transfer Renewable Energy Certificates to the City of Grand Island (Contract No 24-UGPR-66).

Our current contract (#24-UGPR-66) allows only transfers within Midwest Renewable Energy Tracking System (M-RETS). Since we utilize North American Renewables Registry (NAR), our contract needs to be revised to allow REC exports out of M-RETS as well as transfers within M-RETS.

WAPA made changes to our current transfer contracts to allow exports to our NAR account. Contract 25-UGPR-90.

DISCUSSION:

Earlier this year, we completed all the requested documentation to allow Grand Island to receive and sell RECs.

Since the current contract is only valid for internal transfers within the M-RETS system, we need to have a new contract that allows WAPA to Export those RECs to NAR.

The only purpose of this revised contract is to give WAPA the authority to export our RECs into our NAR account. Once we have the RECs in our NAR account, we can begin to sell them.

The Utilities Department recommends that we sign this contract.

FISCAL IMPACT:

This revised contract will save approximately $1400 annually, over having an M-RETS account.

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 signing the revised Export Renewable Energy Certificate contract with WAPA.

SAMPLE MOTION:

Move to approve signing the revised Export Renewable Energy Certificate contract with WAPA.

ATTACHMENTS:

1. Amend No. 1
2. Redline contract
3. Contract
5. Resolution

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF GRAND ISLAND, NEBRASKA

(General Power Contract Provisions)

DRAFT

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF GRAND ISLAND, NEBRASKA

(General Power Contract Provisions)

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General Power Contract Provisions dated July 17, 2025

DRAFT

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF GRAND ISLAND, NEBRASKA

(General Power Contract Provisions)

1. PREAMBLE: This Contract Amendment is made on _____, between the UNITED STATES OF AMERICA, acting through the Western Area Power Administration, hereinafter called Western, and the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation duly organized under and by virtue of the laws of the State of Nebraska, hereinafter called Grand Island or Contractor; their successors and assigns, each sometimes hereinafter called the Party or all sometimes hereinafter collectively called the Parties, as part of Contract No. 12-UGPR-1027, dated January 29, 2013 (Original Contract), as amended, pursuant to the same authorities as the Original Contract, and subject to all the provisions as the Original Contract except as herein amended.

2. EXPLANATORY RECITALS:

2.1 The Parties previously entered into the Original Contract which provides for, among other things, the sale of firm electric power and energy to Grand Island through December 31, 2050.

2.2 Western's General Power Contract Provisions (GPCP) dated September 1, 2007, made part of the Original Contract, have been revised.

2.3 The Parties want to amend the Original Contract to incorporate the revised GPCP dated July 17, 2025.

2.4 Therefore, this Amendment No. 1 to the Original Contract will modify certain provisions of the Original Contract.

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERM OF AMENDMENT: This Contract Amendment shall become effective on the date of its execution, and shall remain in effect concurrently with the Original Contract and shall terminate coincidently therewith.

5. MODIFICATION OF THE GENERAL POWER CONTRACT PROVISIONS SECTION OF THE ORIGINAL CONTRACT: Section 18, "General Power Contract Provisions," of the Original Contract is hereby deleted, and the following new Section 18 shall be substituted therefor:

"18. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective July 17, 2025, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein."

6. ORIGINAL CONTRACT TO REMAIN IN FULL FORCE AND EFFECT: Except as expressly modified by this Contract Amendment, the Original Contract shall remain in

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full force and effect, and this Contract Amendment shall be subject to all provisions, except as herein modified, of the Original Contract.

7. USE OF DIGITAL SIGNATURES: The Parties agree that this Contract Amendment may be signed and executed by digital signature in accordance with Western's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

8. EXECUTION IN COUNTERPARTS: This Contract Amendment may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Contract Amendment may be detached by any counterpart of this Contract Amendment without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract Amendment identical in form hereto, by having attached to it one or more signature pages.

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IN WITNESS WHEREOF, the Parties have caused this Contract Amendment to be executed the day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Power Marketing
for Upper Great Plains Region

Address P.O. Box 35800
Billings, MT 59107-5800

(SEAL)

CITY OF GRAND ISLAND, NEBRASKA

By _____

Attest:

Title _____

By _____

Address P.O. Box 1968
Grand Island, NE 68802-1968

Title _____

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WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

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* Revised July 17, 2025

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of

delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and

Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars ($25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

17.1 The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

17.2 Contractors receiving environmental attributes associated with any firm electric power or energy allocated under the contract may use, dispose of, transfer, or resell such environmental attributes in accordance with good utility practice.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to the be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates

compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale,

foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Compliance with Federal Anti-Discrimination Laws.

44.1 The Contractor shall comply with all applicable Federal anti-discrimination laws. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

44.2 By executing this agreement, the Contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. "Program promoting diversity, equity, and inclusion" means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

44.3 Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT TO TRANSFER AND EXPORT RENEWABLE ENERGY CERTIFICATES TO THE CITY OF GRAND ISLAND, NEBRASKA

DRAFT

UNITED STATES
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CONTRACT TO TRANSFER AND EXPORT RENEWABLE ENERGY CERTIFICATES TO THE CITY OF GRAND ISLAND, NEBRASKA

DRAFT

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UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT TO TRANSFER AND EXPORT RENEWABLE ENERGY CERTIFICATES TO THE CITY OF GRAND ISLAND, NEBRASKA

1. PREAMBLE: This Contract is made on _____ ,_____, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), December 22, 1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565), and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called WAPA, represented by the officer executing this Contract, a duly appointed successor, or a duly authorized representative, hereinafter called the Contracting Officer, and the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation, duly organized under and by virtue of the laws of the State of Nebraska, hereinafter called Grand Island or Contractor,; their successorsuccessors and assigns, each sometimes hereinafter called the Party or all sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS:

2.1 WAPA's Upper Great Plains Region (WAPA-UGPR) implemented a new Renewable Energy Certificate (REC) Program in 2022.

2.2 This REC Transfer and Export Contract (Contract) was developed in accordance with the WAPA-UGPR REC Program Principles, effective ~~September 27, 2022, as amended.~~ August 7, 2025, as amended or superseded, and provides for WAPA to allocate RECs to its customers.

2.3 Grand Island entered into Firm Electric Service Contract No. 12-UGPR-1027 (FES Contract), dated January 29, 2013, with WAPA for the sale of firm electric power and energy to Grand Island.

2.4 RECs are considered an environmental attribute of the energy received under the FES Contract. Grand Island is eligible to receive RECs in accordance with the WAPA-UGPR REC Program Principles.

2.~~5~~6 The Parties want to terminate REC Transfer Contract No. 24-UGPR-66 and enter into this Contract that allows for resale of RECs.

2.7 This Contract provides the terms and conditions Grand Island ~~requests WAPA~~shall follow to ~~transfer~~receive RECs from ~~WAPA's Midwest Renewable Energy Tracking System (M-RETS) account to Grand Island's M-RETS account.~~ WAPA, consistent with the WAPA-UGPR REC Program Principles and the applicable General Power Contract Provisions dated July 17, 2025.

3. DEFINITIONS:

3.1 Export: The electronic movement of RECs from ~~an~~ a Midwest Renewable Energy Tracking System (M-RETS) account to an account in another tracking system compatible with M-RETS.

3.2 Midwest Renewable Energy Tracking System (M-RETS): An online tracking system which issues, stores, retires, transfers, and exports RECs.

3.33.3 North American Renewables Registry (NAR): An online tracking system which issues, stores, retires, transfers, and exports RECs.

3.4 Renewable Energy Certificate (REC): A digital certificate which represents the generation of renewable electricity. One megawatt hour of renewable energy is equal to one REC.

3.45 Retirement: The removal of a REC from circulation for voluntary or compliance purposes. A REC cannot be transferred or sold once retired.

3.56 Transfer: The electronic movement of RECs from an M-RETSa tracking system account to another M-RETS account.

3.6 WAPA-UGPR Marketing Area: Montana (east of within the Continental Divide), all of North Dakota and South Dakota, Nebraska east of the 101° meridian, Iowa west of the 94½° meridian, and Minnesota west of a line on the 94½° meridian from the southern boundary of the state to the 46° parallel and then northwesterly to the northern boundary of the state at the 96½° meridian.same tracking system.

4. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

5. TERM:

5.1 This Contract shall become effective on its date of execution, and subject to prior termination as otherwise provided for herein, shall remain in effect until expiration or termination of the FES Contract.

5.2 Either Party may terminate this Contract, with termination effective at the end of any calendar year, upon at least 90 days' prior written notice to the other Party.

5.3 WAPA may suspend or terminate the WAPA-UGPR REC Program upon 90 days' advance written notice to ~~UGPR customers~~Grand Island. If this occurs, this Contract will suspend or terminate upon the suspension or termination date of the WAPA-UGPR REC Program.

5.4 Though WAPA may solicit input, WAPA can change the WAPA-UGPR REC Program Principles, without notice, at its discretion, at which time Grand Island must agree to the updated WAPA-UGPR REC Program Principles within 90 days or WAPA may terminate this Contract.

5.5 WAPA will distribute RECs in 2051 for RECs generated up to December 31, 2050, in accordance with this Contract.

5.6 TERMINATION: Contract No. 24-UGPR-66, dated June 30, 2025, between the Parties is hereby terminated as of the effective date of this Contract No. 25-UGPR-90.

6. EXISTING FIRM ELECTRIC SERVICE CONTRACT:

6.1 WAPA and Grand Island entered into the FES Contract which provides for firm electric service to Grand Island through December 31, 2050.

6.2 The Parties agree that by entering into this Contract, the rights, duties, and obligations contained in the FES Contract between WAPA and Grand Island are unchanged.

6.3 RECs are subject to the same terms and conditions contained in Grand Island's FES Contract.

7. REC PRINCIPLES: In accordance with the WAPA-~~UGPR's~~UGPR REC Program:

7.1 WAPA uses M-RETS to track the RECs initially designated for Grand Island.

7.2 Grand Island shall notify WAPA by February 1 each year regarding which tracking system account Grand Island would prefer to receive RECs in that year. On an annual basis, WAPA shall transfer Grand Island's RECs from WAPA's M-RETS account to Grand Island's M-~~RETS account on an annual basis~~RETS account, and/or WAPA shall export Grand Island's RECs from WAPA's M-RETS account to Grand Island's NAR account, in accordance with Grand Island's notification in this Subsection 7.2.

7.~~2~~3 All export, transfer, ~~export,~~ retirement, M-RETS, NAR, and/or other tracking system account fees are the sole responsibility of Grand Island. Grand Island is responsible for paying applicable fees before receiving RECs from WAPA. Billing and payment for such transactions shall be in accordance with Section 8 of this Contract.

~~7.3~~ 7.4 Any WAPA administrative fees associated with the transfer and/or export of RECs are the responsibility of Grand Island.

7.5 WAPA will not sell or retire RECs on behalf of Grand Island.

~~7.4 As of the execution date of this Contract, there are no fees for transfers between M-RETS accounts. This is subject to change should M-RETS begin charging for transfers.~~

~~7.5 Upon WAPA's receipt of any required payment, if applicable, WAPA will transfer RECs to Grand Island.~~

~~7.6 RECs issued to Grand Island cannot be resold.~~

~~7.7 If Grand Island transfers or exports RECs to another entity, Grand Island must ensure the transferred and/or exported RECs are not sold. Grand Island may charge a fee to recover the costs of transferring and/or exporting RECs to Grand Island's members and/or end use customers. Grand Island's members or end use customers must be located within the WAPA-UGPR Marketing Area.~~

7.6 WAPA is not liable for damages related to Grand Island's management of its RECs. Grand Island shall hold harmless and indemnify WAPA for any and all claims, liability, and damages related to the use, management, or resale of RECs.

7.7~~.8~~ In no event shall a Party be liable to the other Party for incidental, consequential, or indirect damages arising out of or resulting from the performance under, or brought in connection with, this Contract whether arising in contract, tort, or otherwise.

7.~~9~~8 All WAPA transfers and exports of RECs are final and cannot be reversed.

7.9 Grand Island is responsible for ensuring RECs transferred or exported pursuant to this Contract are not double counted, and WAPA disclaims any responsibility therefor.

7.10 WAPA makes no warranties or guarantees that the RECs associated with Federal hydropower meet any Federal, state, or local standards.

7.11 Grand Island's right to claim, hold, resell, or otherwise use RECs is only for the term of the FES Contract.

8. BILLING AND PAYMENT PROVISIONS:

8.1 As stated above in Subsection 7.4, as of the execution date of this Contract, there are no fees for transfers between M-RETS accounts. This Section 8 shall only apply should M-RETS begin charging fees for transfers between M-RETS accounts.

8.2 If M-RETS begins charging fees for transfersPrior to the transfer and/or export of RECs, WAPA shall bill Grand Island, and Grand Island shall make electronic payment annually, in advance, as instructed on the Bill for Collection, pay for any tracking system costs assessed to WAPA associated with the transfer of RECs to Grand Island's M-RETS account.

8.3 Actual cost accounting shall be utilized in this Contract. WAPA shall keep detailed records of actual costs incurred by WAPA to transfer and/or export of RECs to Grand Island's account. If costs are projected to exceed the amount of advanced funds, WAPA will inform Grand Island of the additional cost and provide a written revised estimate, together with a Bill for Collection, for the difference. Grand Island shall then pay WAPA the additional amount by the due date specified on the Bill for Collection. If, upon completion of the transfer, costs incurred by WAPA are less than the sum of the payments made to WAPA by Grand Island, WAPA shall refund the difference to Grand Island, without interest, as soon as the necessary vouchers can be processed..

8.32 WAPA will not transfer and/or export RECs until advance annual payment is received, if applicable..

8.3 WAPA reserves the right to charge an additional administrative fee at its own discretion. WAPA shall notify Grand Island before charging an administrative fee associated with the transfer and/or export of RECs.

9. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective September 1, 2007July 17, 2025, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein except that Provisions 2 through 16, 18 through 30, 33, and 36 shall not apply.

10. NO THIRD-PARTY BENEFICIARIES: There are no intended third-party beneficiaries of this Contract. Nothing in this Contract shall be construed to create any duty to, any standard of care with reference to, or any liability to, any person or entity not a Party to this Contract.

11. USE OF DIGITAL SIGNATURES: The Parties agree that this Contract may be signed and executed by digital signature in accordance with WAPA's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

12. EXECUTION IN COUNTERPARTS: This Contract may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Contract may be detached by any counterpart of this Contract without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract identical in form hereto, by having attached to it one or more signature pages.

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IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Power Marketing

for Upper Great Plains Region

Address P.O. Box 35800

Billings, MT 59107-5800

(SEAL)

CITY OF GRAND ISLAND, NEBRASKA

By _____

Attest:

Title _____

By _____

Address P.O. Box 1968

Title _____

Grand Island, NE 68802-1968

DRAFT

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT TO TRANSFER AND EXPORT RENEWABLE ENERGY CERTIFICATES TO THE CITY OF GRAND ISLAND, NEBRASKA

DRAFT

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT TO TRANSFER AND EXPORT RENEWABLE ENERGY CERTIFICATES TO THE CITY OF GRAND ISLAND, NEBRASKA

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General Power Contract Provisions dated July 17, 2025

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UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT TO TRANSFER AND EXPORT RENEWABLE ENERGY CERTIFICATES TO THE CITY OF GRAND ISLAND, NEBRASKA

1. PREAMBLE: This Contract is made on _____, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), December 22, 1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565), and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called WAPA, represented by the officer executing this Contract, a duly appointed successor, or a duly authorized representative, hereinafter called the Contracting Officer, and the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation duly organized under and by virtue of the laws of the State of Nebraska, hereinafter called Grand Island or Contractor; their successors and assigns, each sometimes hereinafter called the Party or all sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS:

2.1 WAPA’s Upper Great Plains Region (WAPA-UGPR) implemented a Renewable Energy Certificate (REC) Program in 2022.

2.2 This REC Transfer and Export Contract (Contract) was developed in accordance with the WAPA-UGPR REC Program Principles, effective August 7, 2025, as amended or superseded, and provides for WAPA to allocate RECs to its customers.

2.3 Grand Island entered into Firm Electric Service Contract No. 12-UGPR-1027 (FES Contract), dated January 29, 2013, with WAPA for the sale of firm electric power and energy to Grand Island.

2.4 RECs are considered an environmental attribute of the energy received under the FES Contract. Grand Island is eligible to receive RECs in accordance with the WAPA-UGPR REC Program Principles.

2.6 The Parties want to terminate REC Transfer Contract No. 24-UGPR-66 and enter into this Contract that allows for resale of RECs.

2.7 This Contract provides the terms and conditions Grand Island shall follow to receive RECs from WAPA, consistent with the WAPA-UGPR REC Program Principles and the applicable General Power Contract Provisions dated July 17, 2025.

3. DEFINITIONS:

3.1 Export: The electronic movement of RECs from a Midwest Renewable Energy Tracking System (M-RETS) account to an account in another tracking system compatible with M-RETS.

3.2 Midwest Renewable Energy Tracking System (M-RETS): An online tracking system which issues, stores, retires, transfers, and exports RECs.

3.3 North American Renewables Registry (NAR): An online tracking system which issues, stores, retires, transfers, and exports RECs.

3.4 Renewable Energy Certificate (REC): A digital certificate which represents the generation of renewable electricity. One megawatt hour of renewable energy is equal to one REC.

3.5 Retirement: The removal of a REC from circulation for voluntary or compliance purposes. A REC cannot be transferred or sold once retired.

3.6 Transfer: The electronic movement of RECs from a tracking system account to another account within the same tracking system.

4. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

5. TERM:

5.1 This Contract shall become effective on its date of execution, and subject to prior termination as otherwise provided for herein, shall remain in effect until expiration or termination of the FES Contract.

5.2 Either Party may terminate this Contract, with termination effective at the end of any calendar year, upon at least 90 days' prior written notice to the other Party.

5.3 WAPA may suspend or terminate the WAPA-UGPR REC Program upon 90 days' advance written notice to Grand Island. If this occurs, this Contract will suspend or terminate upon the suspension or termination date of the WAPA-UGPR REC Program.

5.4 Though WAPA may solicit input, WAPA can change the WAPA-UGPR REC Program Principles, without notice, at its discretion, at which time Grand Island must agree to the updated WAPA-UGPR REC Program Principles within 90 days or WAPA may terminate this Contract.

5.5 WAPA will distribute RECs in 2051 for RECs generated up to December 31, 2050, in accordance with this Contract.

5.6 TERMINATION: Contract No. 24-UGPR-66, dated June 30, 2025, between the Parties is hereby terminated as of the effective date of this Contract No. 25-UGPR-90.

6. EXISTING FIRM ELECTRIC SERVICE CONTRACT:

6.1 WAPA and Grand Island entered into the FES Contract which provides for firm electric service to Grand Island through December 31, 2050.

6.2 The Parties agree that by entering into this Contract, the rights, duties, and obligations contained in the FES Contract between WAPA and Grand Island are unchanged.

6.3 RECs are subject to the same terms and conditions contained in Grand Island's FES Contract.

7. REC PRINCIPLES: In accordance with the WAPA-UGPR REC Program:

7.1 WAPA uses M-RETS to track the RECs initially designated for Grand Island.

7.2 Grand Island shall notify WAPA by February 1 each year regarding which tracking system account Grand Island would prefer to receive RECs in that year. On an annual basis, WAPA shall transfer Grand Island's RECs from WAPA's M-RETS account to Grand Island's M-RETS account, and/or WAPA shall export Grand Island's RECs from WAPA's M-RETS account to Grand Island's NAR account, in accordance with Grand Island's notification in this Subsection 7.2.

7.3 All export, transfer, retirement, M-RETS, NAR, and/or other tracking system account fees are the sole responsibility of Grand Island. Grand Island is responsible for paying applicable fees before receiving RECs from WAPA. Billing and payment for such transactions shall be in accordance with Section 8 of this Contract.

7.4 Any WAPA administrative fees associated with the transfer and/or export of RECs are the responsibility of Grand Island.

7.5 WAPA will not sell or retire RECs on behalf of Grand Island.

7.6 WAPA is not liable for damages related to Grand Island's management of its RECs. Grand Island shall hold harmless and indemnify WAPA for any and all claims, liability, and damages related to the use, management, or resale of RECs.

7.7 In no event shall a Party be liable to the other Party for incidental, consequential, or indirect damages arising out of or resulting from the performance under, or brought in connection with, this Contract whether arising in contract, tort, or otherwise.

7.8 All WAPA transfers and exports of RECs are final and cannot be reversed.

7.9 Grand Island is responsible for ensuring RECs transferred or exported pursuant to this Contract are not double counted, and WAPA disclaims any responsibility therefor.

7.10 WAPA makes no warranties or guarantees that the RECs associated with Federal hydropower meet any Federal, state, or local standards.

7.11 Grand Island's right to claim, hold, resell, or otherwise use RECs is only for the term of the FES Contract.

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8. BILLING AND PAYMENT PROVISIONS:

8.1 Prior to the transfer and/or export of RECs, WAPA shall bill Grand Island, and Grand Island shall pay for any costs associated with the transfer and/or export of RECs.

8.2 WAPA will not transfer and/or export RECs until advance payment is received.

8.3 WAPA reserves the right to charge an additional administrative fee at its own discretion. WAPA shall notify Grand Island before charging an administrative fee associated with the transfer and/or export of RECs.

9. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective July 17, 2025, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein except that Provisions 2 through 16, 18 through 30, 33, and 36 shall not apply.

10. NO THIRD-PARTY BENEFICIARIES: There are no intended third-party beneficiaries of this Contract. Nothing in this Contract shall be construed to create any duty to, any standard of care with reference to, or any liability to, any person or entity not a Party to this Contract.

11. USE OF DIGITAL SIGNATURES: The Parties agree that this Contract may be signed and executed by digital signature in accordance with WAPA's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

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12. EXECUTION IN COUNTERPARTS: This Contract may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Contract may be detached by any counterpart of this Contract without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract identical in form hereto, by having attached to it one or more signature pages.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Power Marketing
for Upper Great Plains Region

Address P.O. Box 35800
Billings, MT 59107-5800

(SEAL)

CITY OF GRAND ISLAND, NEBRASKA

By _____

Attest:

Title _____

By _____

Address P.O. Box 1968
Grand Island, NE 68802-1968

Title _____

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WESTERN AREA POWER ADMINISTRATION
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WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of

delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and

Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars ($25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

17.1 The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

17.2 Contractors receiving environmental attributes associated with any firm electric power or energy allocated under the contract may use, dispose of, transfer, or resell such environmental attributes in accordance with good utility practice.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to the be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates

compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale,

foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Compliance with Federal Anti-Discrimination Laws.

44.1 The Contractor shall comply with all applicable Federal anti-discrimination laws. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

44.2 By executing this agreement, the Contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. "Program promoting diversity, equity, and inclusion" means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

44.3 Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

R E S O L U T I O N 2025-383

WHEREAS, The City of Grand Island Utilities Department has had a contract to purchase renewable hydro firm power from WAPA since 1970; and

WHEREAS, on May 13, 2025, Council approved updated documents to the contract; and

WHEREAS, the current contract allows only transfer within Midwest Renewable Energy Tracking System (M-RETS); and

WHEREAS, the revised contract will allow Renewable Energy Certificate exports out of M-RETS as well as transfers within M-RETS.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the revised Contract to Transfer and Export Renewable Energy Certificates to the City of Grand Island be signed.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to enter into and execute the contract with WAPA.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 4, 2025.

_____
Roger Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: November 4, 2025

Item #: 8.a.

Subject: #10,048 - Consideration of Vacation of Utility Easement - JP & PC of GI 3rd and 4th

Staff Contact: Ryan Schmitz

BACKGROUND:

JP & PC OF GI, LLC is in the process of restructuring their business Woodhouse Auto Family located at 222 Diers Avenue. The existing eight (8.0) foot wide easements were platted on the original said subdivision plats for the purpose of public utility infrastructure. The original building was demolished and a new building has been designed to be built over the top of the existing easements. The existing underground electric line will be relocated and a new easement will be acquired to accommodate the new infrastructure.

DISCUSSION:

JP & PC OF GI, LLC, owners of the above described tract of land have requested that the existing eight (8.0) foot wide easements originally platted in the Commonwealth Business Park Third and Fourth Subdivisions for the purpose of public utilities infrastructure, as shown on the attached plat marked Exhibit “A” be vacated so the owner can utilize the land for the purpose of constructing their new building. Ordinance #10,048 will provide said vacation.

FISCAL IMPACT: N/A

ALTERNATIVES:

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

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

RECOMMENDATION:

City Administration recommends that the Council approve the Ordinance, and that the described easement tract be vacated.

SAMPLE MOTION:

Move to approve the Ordinance and vacate the utility easement as described.

ATTACHMENTS:

1. Ordinance
2. Map

THIS SPACE RESERVED FOR REGISTER OF DEEDS

ORDINANCE NO. 10,048

This ordinance is to vacate three (3) existing eight (8.0) foot wide easement tracts originally platted in the Commonwealth Business Park Third Subdivision and Commonwealth Business Park Fourth Subdivision in the City of Grand Island, Hall County, Nebraska. and to provide for filing this ordinance in the Hall County, Nebraska Register of Deeds Office; and to provide for the publication and the effective date of this ordinance.

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

SECTION 1. That the existing easement and right-of-way tract that was originally platted in the Commonwealth Business Park Third Subdivision and Commonwealth Business Park Fourth Subdivision in the City of Grand Island, Hall County, Nebraska, the three (3) eight (8.0) foot wide easement and right-of-way tracts being more particularly described as follows:

TRACT 1:

The easterly eight (8.0) feet of Lot Eleven (11), Commonwealth Business Park Third Subdivision in the City of Grand Island, Hall County, Nebraska; except the northerly six (6.0) feet and the southerly eight (8.0) feet which are to remain as easement.

TRACT 2:

The westerly eight (8.0) feet of Lot One (1), Commonwealth Business Park Fourth Subdivision in the City of Grand Island, Hall County, Nebraska; except the northerly six (6.0) feet which is to remain as easement.

TRACT 3:

The westerly eight (8.0) feet of the northerly fifty-three and twenty-six hundredths (53.26) feet of Lot Two (2), Commonwealth Business Park Fourth Subdivision in the City of Grand Island, Hall County, Nebraska.

Such three (3) easement tracts to be vacated as shown on Exhibit "A" attached hereto dated 10/21/2025 and incorporated herein by reference.

SECTION 2. This Ordinance is hereby directed to be recorded in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

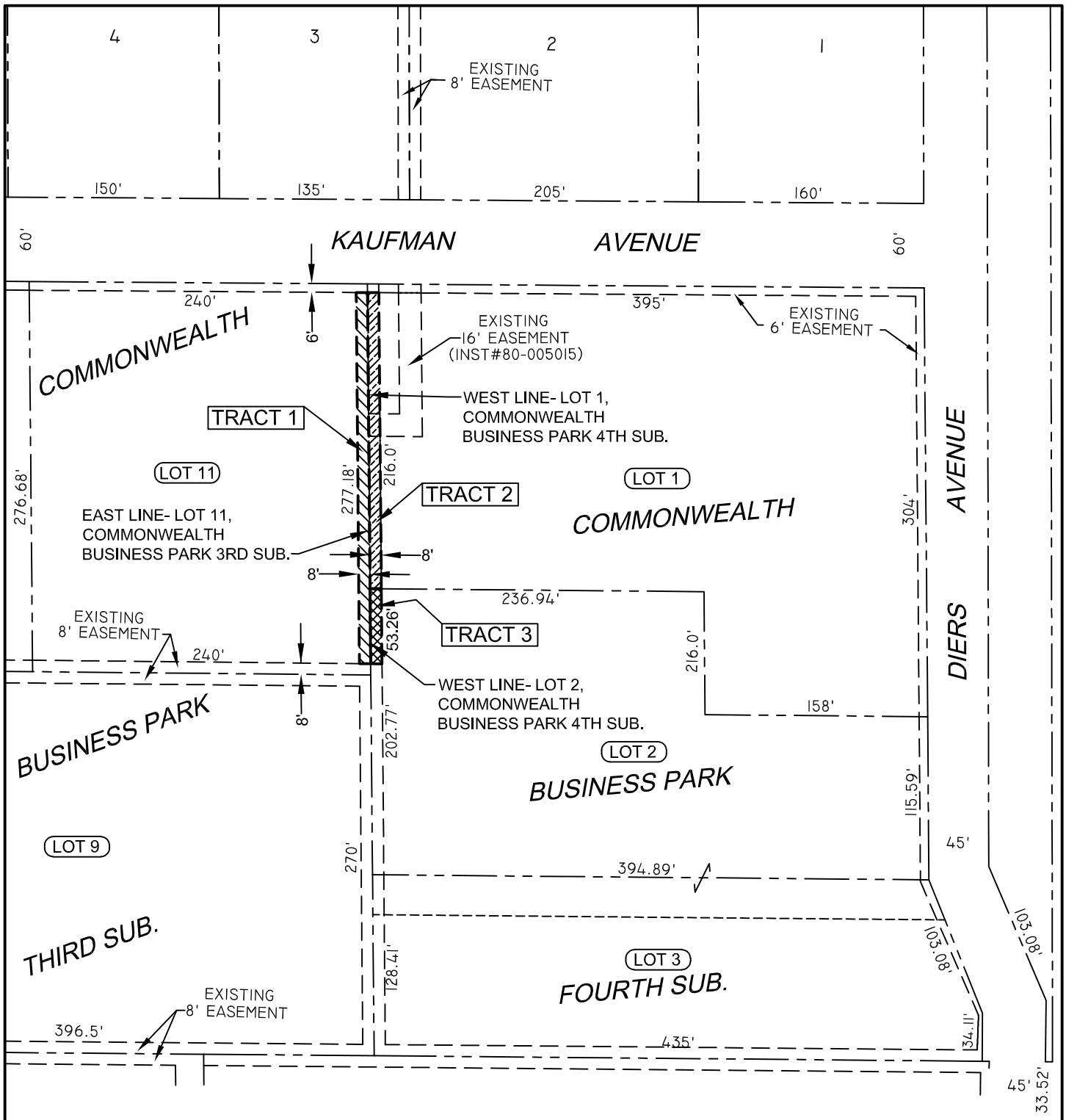
SECTION 4. This Ordinance shall be in force and take effect from and after its passage and publication within fifteen (15) days in one issue of the Grand Island Daily Independent as provided by law.

Enacted: November 4, 2025.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



LEGEND

8' EASEMENT TO BE VACATED- TRACT 1

8' EASEMENT TO BE VACATED- TRACT 2

8' EASEMENT TO BE VACATED- TRACT 3

EXHIBIT "A"

CITY OF GRAND ISLAND
UTILITIES DEPARTMENT

PLAT TO ACCOMODATE
ORDINANCE NO. 10,048

DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 10/21/2025	FILE: CBP SUB.

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: November 4, 2025

Item #: 8.b.

Subject: #10,049 - Consideration of Vacation of Utility Easement - JP & PC of GI Lot 1

Staff Contact: Ryan Schmitz

BACKGROUND:

JP & PC OF GI, LLC is in the process of restructuring their business Woodhouse Auto Family located at 222 Diers Avenue. The existing sixteen (16.0) foot wide Easement was acquired in 1980 to accompany an underground electric service upgrade. The original building was demolished and a new building has been designed to be built over the top of the existing easement. The existing underground electric line will be relocated and a new easement will be acquired to accommodate the new infrastructure.

DISCUSSION:

JP & PC OF GI, LLC, owners of the above described tract of land have requested that the existing sixteen (16.0) foot wide easement originally acquired by the City of Grand Island Utilities Department for the purpose of electrical primary service be vacated so the owner can utilize the land for the purpose of constructing their new building. Ordinance #10,049 will provide said vacation.

FISCAL IMPACT: N/A

ALTERNATIVES:

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

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

RECOMMENDATION:

City Administration recommends that the Council approve the Ordinance, and that the described easement tract be vacated.

SAMPLE MOTION:

Move to approve the Ordinance and vacate the utility easement as described.

ATTACHMENTS:

1. Ordinance
2. Map

THIS SPACE RESERVED FOR REGISTER OF DEEDS

ORDINANCE NO. 10,049

This ordinance is to vacate an existing sixteen (16.0) foot wide easement located in Lot One (1), Commonwealth Business Park Fourth Subdivision, formally known as Lot Twelve (12), Commonwealth Business Park Third Subdivision, in the City of Grand Island, Hall County, Nebraska, said tract being originally acquired August 25, 1980, as described in Instrument No. 80-005015, and to provide for filing this ordinance in the Hall County, Nebraska Register of Deeds Office; and to provide for the publication and the effective date of this ordinance.

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

SECTION 1. That the existing easement and right-of-way tract located in part of Lot One (1), Commonwealth Business Park Fourth Subdivision, formally known as Lot Twelve (12), Commonwealth Business Park Third Subdivision, in the City of Grand Island, Hall County, Nebraska, said tract being originally acquired August 25, 1980, as described in Instrument No. 80-005015 and recorded in the Hall County, Nebraska Register of Deeds Office ,the centerline of the sixteen (16.0) foot wide easement and right-of-way tract being more particularly described as follows:

Beginning at a point on the South line of Kaufman Avenue, said point being thirty (30.0) feet East of the Northwest corner of Lot One (1), Commonwealth Business Park Fourth Subdivision, formally known as Lot Twelve (12), Commonwealth Business Park Third Subdivision; thence southerly, parallel to and thirty (30.0) feet East of the West line of said Lot One (1), formally known as said Lot Twelve (12), a distance of one-hundred (100.0) feet; thence westerly, parallel to and one-hundred (100.0) feet South of the South line of said Kaufman Avenue, a distance of thirty (30.0) feet to the West line of said Lot One (1), formally known as said Lot Twelve (12), being the point of termination.

Such easement tract to be vacated as shown on Exhibit "A" attached hereto dated 10/21/2025 and incorporated herein by reference.

SECTION 2. This Ordinance is hereby directed to be recorded in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be in force and take effect from and after its passage and publication within fifteen (15) days in one issue of the Grand Island Daily Independent as provided by law.

Enacted: November 4, 2025

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

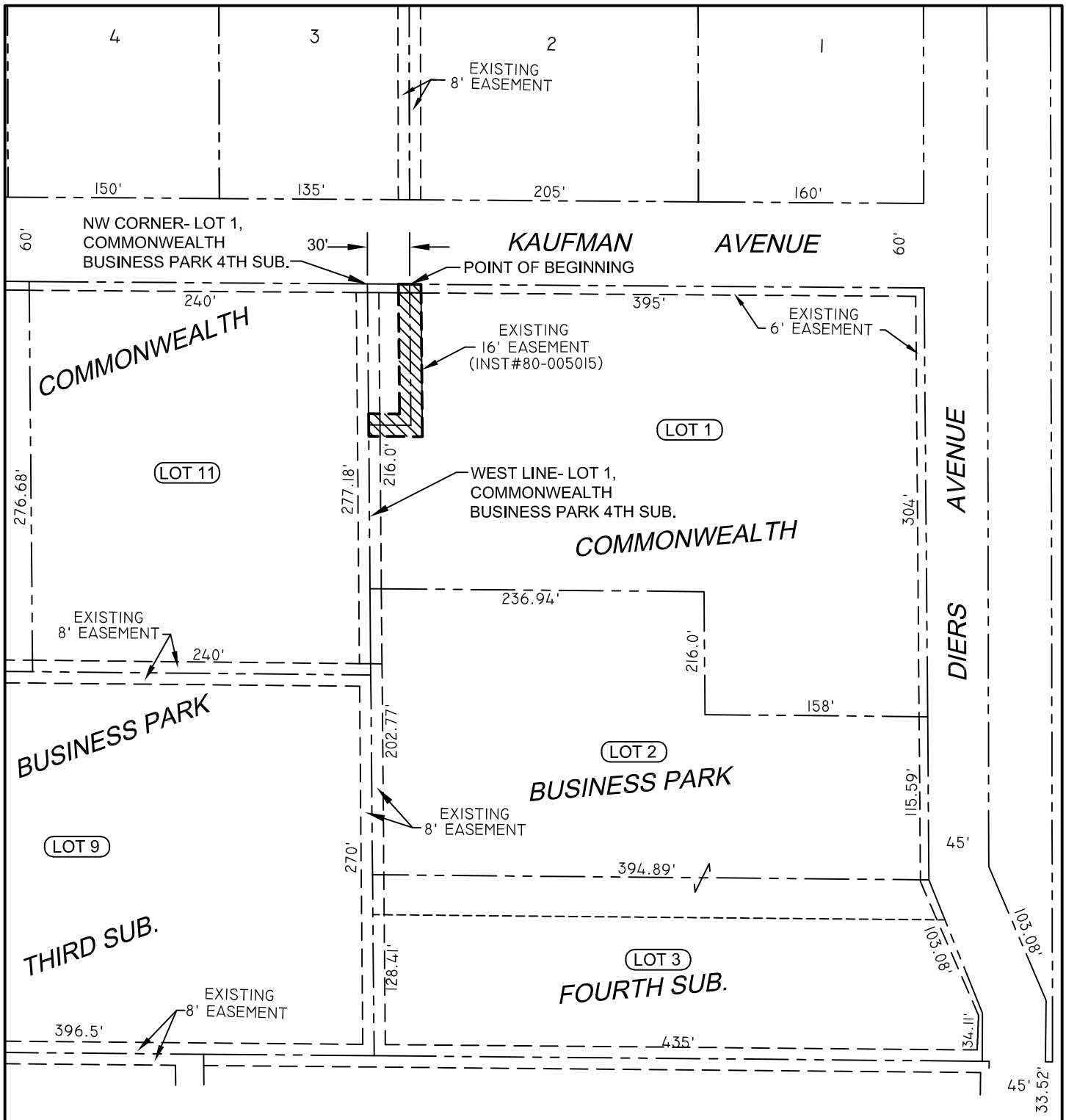


EXHIBIT "A"

LEGEND

INDICATES EXISTING 16' ELECTRICAL EASEMENT TO BE VACATED (INSTRUMENT NO. 80-005015)

CITY OF GRAND ISLAND
UTILITIES DEPARTMENT

PLAT TO ACCOMODATE ORDINANCE NO. 10,049

DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 10/21/2025	FILE: CBP SUB.

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: November 4, 2025

Item #: 8.c.

Subject: #10,050 - Consideration of Amending 22-84 "Vending Vehicles", 32-46 "Street Vendors; General Rules", and 32-48 "Downtown Business District Streets"

Staff Contact: Kari Fisk, City Attorney

BACKGROUND: Pursuant to the authority set forth in Grand Island City Code Chapter 22 Section 77, the City Council may regulate parking in or on any public street, public property, or portion thereof.

DISCUSSION: The City of Grand Island currently prohibits vending vehicles, peddler's car or wagon, to stand on any street longer than ten minutes in any one location.

A business owner has obtained a class Q liquor license which covers a specific class of vehicle commonly known as a "pedal pub". This vehicle and license permits the holder of the license to vend alcohol directly on the pedal pub either while parked or while operational on a City street.

The holder of a Class Q liquor license will still have to obtain a street vendor permit as set forth in Grand Island City Code 32-46; but an amendment of 32-46(E) to permit additional hours for holders of a Class Q liquor license has been requested to place this operation in conformity with state law.

Additionally, street vending is currently prohibited by Chapter 32-48 on any street listed in Chapter 13-17 as a Congested Parking Area. Railside Business Improvement District has met and addressed this issue and has (see attached letter) noted their support to permit up to one hour of street vending by on South Front Street to 3rd street and from Eddy to Sycamore including connecting streets and alleys. The proposed change would permit up to one hour of parking by permitted street vendors so long as they do not park in one location for longer than one hour and so long as their entire vehicle and all associated operations can be contained to a single standard parking spot.

Additionally, because operation of this licensed establishment may require standing or parking in one location while vending merchandise for longer than ten minutes, an ordinance change

to Chapter 22-84 would also be required to place this operation in conformity with the law.

This change would not relieve any vending vehicle from their other parking and driving obligations and the operator would still be prohibited from obstructing traffic, causing a public nuisance, or operating the pedal pub on certain streets.

FISCAL IMPACT: No expenditures by the City are anticipated. Any licensed street vendor using these relaxed regulations would be subject to payment of all City taxes associated with their operation.

ALTERNATIVES: Move to Approve
Move to Deny
Refer to Committee

RECOMMENDATION: If Council wishes to expand the opportunities for vendors to operate on City streets under limitations, these changes are necessary to do so.

SAMPLE MOTION: Move to Approve

ATTACHMENTS:
1. Railside BID Letter
2. Ordinance

ARRIVE RAILSIDE

Railside BID
201 W 3rd St. Suite 2
Grand Island, NE 68801

October 9, 2025

Kari Fisk
City Attorney
City of Grand Island
100 E. 1st St,
Grand Island, NE 68801

Dear Ms. Fisk,

Please accept this letter of support of Railside Rides' request for an approved geographical area to conduct business. Our board approves South Front to 3rd Street and from Eddy to Sycamore, including connecting streets and alleys. The board also is in support of extending the time limit for food and beverage vendors to sit idle within that area from 20 minutes to 1 hour.

Mari Boehler, owner of Railside Rides, attended the September BID Board meeting to explain her requests and field questions. Following board discussion, on Wednesday, October 8, 2025, the board approved the request which now requires action from the City of Grand Island. Zachary Butz made the motion, it was seconded and passed unanimously.

We appreciate your time and consideration. If you have questions, I may be reached at 308-379-8487.

Sincerely,

Andy Gdowski
President, Railside BID

An ordinance to amend Chapter 22 and Chapter 32 of the Grand Island City Code, Sections 22-84, 32-46 and 32-48; to clarify and/or make general corrections to various code sections because a business owner has obtained a class Q liquor license which covers a specific class of vehicle commonly known as a “pedal pub” permits the holder of the license to vend alcohol directly on the pedal pub either while parked or while operational on a City street; 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, NERBASKA:

SECTION 1. Sections 22-84, 32-46 and 32-48 of the Grand Island City Code are hereby amended to read as follows:

22-84 Vending Vehicles

It shall be unlawful for any person to allow any vehicle used for the purpose of vending merchandise, meats, vegetables, or confectionery, or any other vehicle commonly known as a peddler's car or wagon, to stand on any street longer than ten minutes in any one location. This section shall not apply to holders of liquor licenses which permit vending from a moving vehicle may do so in conformity with their properly granted license.

32-46 Street Vendors; General Rules

A. All street vendors shall make application to the Grand Island Police Department, pay a permit fee and obtain a permit prior to using the streets, alleys, easements or other public property

in the City of Grand Island to sell merchandise or commercially prepared, pre-packaged food or drinks.

B. The owner of each company making application for a street vendor permit shall show proof of identity with a photo identification card, and shall pay a nonrefundable application fee to the Grand Island Police Department in accordance with the Grand Island Fee Schedule at the time of making such application.

C. Processing of such application shall be completed within three working days (Monday-Friday), and shall include a background check of the owner of the company submitting such application. Applicants having a felony conviction will be denied a Street Vendor Permit.

D. Street Vendor Permits shall be in effect for 30, 90 or 365 consecutive days from the date of issuance as requested by the vendor and upon payment of the applicable permit fee.

E. Street vendors may conduct business only between the hours of 8:00 a.m. and 9:00 p.m. This section shall not apply if the Street vendor holds a validly issued liquor license which permits vending under a Special Party Bus license, Pedal Pub License, or any other validly issued liquor license which permits vending from a vehicle.

F. A person shall vend only when the vendor's truck is lawfully parked or stopped. This section shall not apply if the vendor holds a validly issued liquor license which permits vending of alcohol from a moving vehicle.

G. A person shall vend only from the side of the vendor's truck away from moving traffic and at the curb or edge of the roadway.

32-48 Downtown Business District Streets

It shall be unlawful for any person authorized to do business under this Article to conduct such business on any street listed in §13-17 Congested Parking Area of this code. Vendors may do business under this article only if all operations can be contained to a single standard parking spot and they operate for no more than one-hour in the same location. Holders of liquor licenses which permit vending from a moving vehicle may do so in conformity with their properly granted license within the Congested Parking Area from South Front Street to 3rd Street and from Eddy to Sycamore, including connecting streets and alleys.

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: November 4, 2025.

_____
Roger Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: November 4, 2025

Item #: 8.d.

Subject: #10,051 - Consideration to retitle Chapter 25 to “Pawnbrokers, Tattooing & Body Piercing, and Cryptocurrency Machines”, to add Chapter 25, Article III to the Grand Island City Code entitled “Cryptocurrency Machines”, to regulate required signage near certain Machines and to create such sections as necessary to effectuate the purposes of said Ordinance.

Staff Contact: Mayor Steele & Kari Fisk, City Attorney

BACKGROUND:

Fraud is at a crisis level in the United States and in Nebraska. Billions of dollars are stolen from unsuspecting consumers annually. According to the Federal Trade Commissions (FTC) Consumer Sentinel Network in 2024, US consumers reported $12.5 billion in fraud losses, a 25% increase over the prior year.

More people are being scammed through crypto currency kiosk schemes, and more victims are losing money, including right here in Nebraska. Especially vulnerable are older adults. According to the Federal Trade Commission (FTC) data, people aged 60 and over were more than three times as likely as younger adults to report a loss using a cryptocurrency kiosk. These kiosks have increasingly facilitated elder fraud, especially among tech/customer support scams, government impersonation, romance scams, emergency/person-in-need scams, and lottery/sweepstakes scams.

In its most basic form, cryptocurrency kiosks are a simple and familiar way for individuals to convert fiat currency (general government currency like dollars, Euros, or pounds) into cryptocurrency. Cryptocurrency kiosks are unstaffed machines which look like traditional ATM bank machines. They are often found at convenience stores, gas stations and other high traffic areas. Instead of distributing cash, they accept cash in exchange for cryptocurrency. Criminals are known to give detailed instructions to their victims, including how to withdraw cash from their bank, locate a kiosk, and then use the kiosk to deposit the cash to buy and send virtual currency to the criminals in irreversible transfers.

A recent notice released by FinCEN on the use of Convertible Virtual Currency Kiosks for Scam Payment and Other Illicit Activity, found there are serious fraud and money laundering concerns related to these machines. The Notice highlights, “In 2024, the FIB’s IC3 received more than 10,956 complaints reporting the use of CVC kiosks, which reported victim losses of approximately $246.7million. This represents a 99 percent increase in the number of complaints and a 31 percent increase in reported victim’s losses from 2023.”

In Nebraska, the FBI 2024 IC3 Annual report states 541 cryptocurrency complaints, with a loss of $23 million. These numbers are likely much higher as people are reluctant to report they have been the victim of a scam.

Today there are more than 45,000 cryptocurrency kiosks nationwide. In Nebraska, over 200 of these machines are available across the state and roughly 30 are available in Grand Island.

DISCUSSION:

As cryptocurrency kiosks become increasingly more accessible in Nebraska and Grand Island, this Ordinance is designed to create mandatory, proactive measures to protect our citizens from the growing threat of fraud associated with these machines.

One way to mitigate these crimes is to require clear, visible and standardized fraud prevention signs (including contact information for the kiosks operation and contact information to report fraud to law enforcement) on all machines operating within the city limits of Grand Island, and failure to post deemed a crime and fines imposed for noncompliance.

This Ordinance complements state legislation (LB609) and empowers local control to our community to take meaningful and immediate action against fraud.

FISCAL IMPACT: None

ALTERNATIVES:

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

The Council may:

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

RECOMMENDATION:

City Administration recommends that the Council approve the recommendation of adding Chapter 25, Article III to the Grand Island City Code to regulate Cryptocurrency Machines.

SAMPLE MOTION:

Move to approve as recommended.

ATTACHMENTS:

1. Letter

2. Presentation
3. Ordinance

Better Business Bureau®
of the Midwest Plains
11811 P Street,
Omaha, NE 68137
402-391-7612
BBB.org

Good evening, members of the Grand Island City Council. For the record, my name is Josh Planos, and I am the Vice President of Marketing, Communications & Public Relations for the Better Business Bureau of the Midwest Plains. I am here to testify in support of local ordinances that complement LB609, ordinances that will protect victims of cryptocurrency kiosk scams and hold accountable the businesses that profit from hosting these devices.

As is often the case, protection trails innovation. Cryptocurrency kiosks are a perfect example of how that gap can be weaponized against our neighbors.

Today, I want to share Dave's story.

Dave is a lifelong Nebraskan who retired after more than 40 years in a blue-collar job. In August 2024, he walked into our Omaha office after losing nearly his entire life savings. Dave had been emailed by someone impersonating the Federal Trade Commission. They told him a Chinese agency was infiltrating his bank account. They showed him a fake dashboard of his savings that updated in real time. Under the belief that he was protecting his money, Dave was manipulated into withdrawing his entire retirement savings.

His bank allowed him to withdraw $30,000 at a time. So Dave made six trips to his bank. Six times, he put cash into a paper bag. Six times, he went to bitcoin ATMs around the city. It takes about 30 minutes to feed $30,000 into one of these machines. Dave stood there for 30 minutes, six different times, at businesses in our community. Not once did anyone stop him. Not once did anyone ask if he was okay.

In two and a half weeks, Dave lost $190,000.

Victims describe these scams as being in a trance. They accept the reality presented to them without question. One foot in front of the other: bank account, paper bag, ATM. Dave takes full accountability for what happened. But when I asked him if a warning — something visible, something clear — might have broken that trance, might have made him pause, he said without hesitation: it would have.

Here's what we know about fraud: we only see a fraction of it. Most victims never report it out of shame or despair.

We can't eliminate every scam, but we don't need to. Small actions create large ripples.

Warning placards at crypto kiosks are a start. But we need accountability from the businesses that host these machines. These kiosks don't operate in a vacuum. They sit in gas stations, convenience stores and shops throughout your city. The owners of those establishments collect fees from every transaction. They profit when these machines are used. And right now, they bear no responsibility when those machines are used to destroy someone's life.

This ordinance doesn't eliminate crypto kiosks. It doesn't ban technology. It simply says: if you're going to host a device that criminals use to steal life savings, you have a responsibility to help protect the public.

I urge you to advance this ordinance. Dave's story is not unique. It's just the one I can tell you about. Right now, somewhere in your city, there is another Dave standing in front of one of these machines, believing he's protecting his future while he's actually losing it.

You have the power to create a safeguard that could save someone's retirement, someone's dignity, someone's ability to live without fear in their final years.

Thank you for your time.

AARP Nebraska

301 South 13th St., Ste. 201 | Lincoln, NE 68508
866-389-5651 | Fax: 402-476-0087 |
aarp.org/ne | neaarp@aarp.org | twitter: @aarpne
facebook.com/aarpne | youtube.com@aarpne

November 4, 2025

Council Member Jack Sheard, Chair
Grand Island City Council
100 East First Street
Grand Island, NE 68801

RE: Proposed Ordinance Cryptocurrency ATMs

Chair Sheard and Members of the Council:

My name is Jina Ragland, Sr. Associate State Director, 301 South 13th St. Ste 201, Lincoln, NE, here on behalf of AARP Nebraska.

AARP is a nonpartisan, nonprofit organization that helps strengthen communities, promote healthy living, and empowers people to choose how they live as they age. On behalf of our approximately 180,000 Nebraska members, AARP has long worked to educate consumers, support fraud victims, and improve fraud detection and prevention across industries, as well as continuing to work towards policy solutions to prevent fraud and protect fraud victims. AARP Nebraska supports the proposed Ordinance before you today.

We believe strong consumer protections against fraud are needed as cryptocurrency used as payment for scams is a fast-growing problem. The impact of fraud on victims and their families is wide reaching and can be financially and emotionally devastating, especially for older adults. With the widespread availability of Generative Artificial Intelligence tools, criminals are becoming more sophisticated in their approach, thereby making it harder for individuals to detect fraud. As a result, criminals are more successful in their attempts, which is a greater challenge for law enforcement and policymakers who are trying to stay ahead of new scams.

The FBI's 2024 Internet Crime Complaint Center (IC3) Annual Report revealed that in 2024, individuals over the age of 60 reported losses exceeding $4.8 billion, marking an almost 43% increase from 2023. Older adults are disproportionately affected by fraud and scams using cryptocurrency ATMs. In 2024, the FBI's IC3 received over 10,956 complaints involving crypto kiosks, and Americans reported over $246.7 million in stolen funds. This represents a 99 percent increase in the number of complaints and a 31 percent increase in reported victim losses from 2023.

Cryptocurrency ATMs/Kiosks

10,956 Complaints; $246.7 Million in Losses

99% Increase in Complaints from 2023
31% Increase in Losses from 2023

The FBI Warns of Fraudulent Schemes Leveraging Cryptocurrency ATMs and QR Codes to Facilitate Payment

REPORTS of CRYPTO ATM/KIOSK USE by AGE GROUP

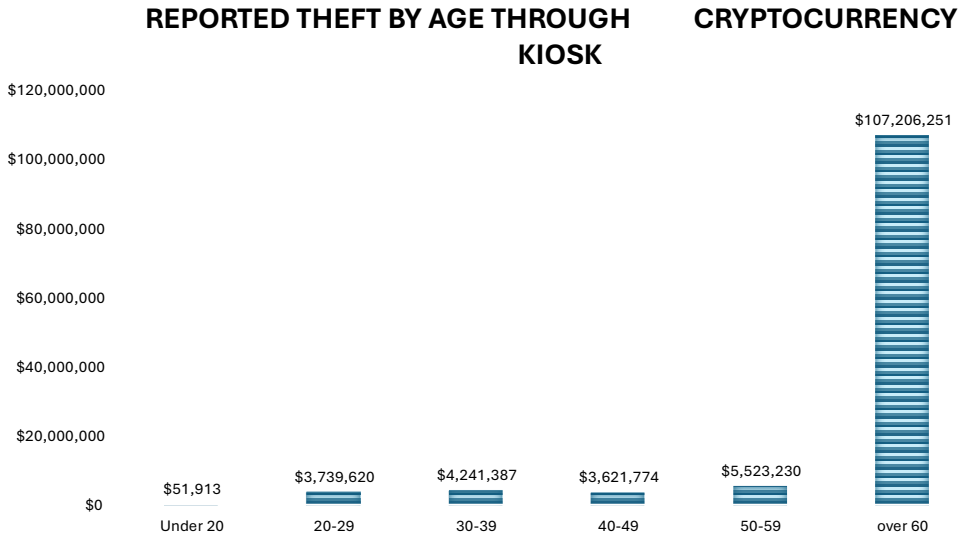
Age Group	Count	Losses
Under 20	7	$51,913
20 - 29	280	$3,739,620
30 - 39	361	$4,241,387
40 - 49	319	$3,621,774
50 – 59	349	$5,523,230
Over 60	2,674	$107,206,251

CRIME TYPES MOST ASSOCIATED WITH CRYPTO ATM USE

	Count	Losses		Count	Losses
Extortion	4,189	$5,601,953	Government Impersonation	1,786	$44,587,335
Tech Support	3,037	$107,429,709	Investment	606	$38,090,269

2024 IC3 Cryptocurrency Report

$246.7 million total theft reported to IC3



2024 IC3 Cryptocurrency Report

What are crypto ATMs

In its most basic form, crypto ATMs are a simple way for individuals to convert fiat currency (general government currency like dollars, Euros, or pounds) into cryptocurrency. Bitcoin ATMs are unstaffed machines that look like a traditional ATM and are often found at convenience stores, gas stations and other high-traffic areas. Instead of distributing cash, they accept cash in exchange for cryptocurrency. A person walks up to a stand-alone kiosk to purchase crypto by inserting cash or their debit card and completing a few basic steps.



NBC News Photo

Criminals are known to give detailed instructions to their victims, including how to withdraw cash from their bank, locate a kiosk, and then use the kiosk to deposit the cash to buy and send virtual currency to the criminals in irreversible transfers.

Criminals, often impersonating government officials or businesses, convince individuals that they must address an urgent financial matter, directing them to withdraw large amounts of cash and put the money into a crypto ATM, which is then transferred to a digital wallet controlled by the criminal.

These scams usually consist of two parts: A criminal will contact a potential victim and utilize a strategy to get the person in an enhanced emotional state of mind. Some of the ways a scammer reels in by a victim are romance scams, investment scams, tech

support scams, sweepstakes scams, and identify theft scams. There are more but these are the most well-known. The criminal will use one of these methods to place the victim in a heightened state of emotion where they stop thinking logically and just follow the scammer's directions to solve the problem or take advantage of an opportunity. Once a scammer has their victim believing what they want them to believe, they will direct them to send money via a variety of different payment methods, including cryptocurrency ATM kiosk machines.

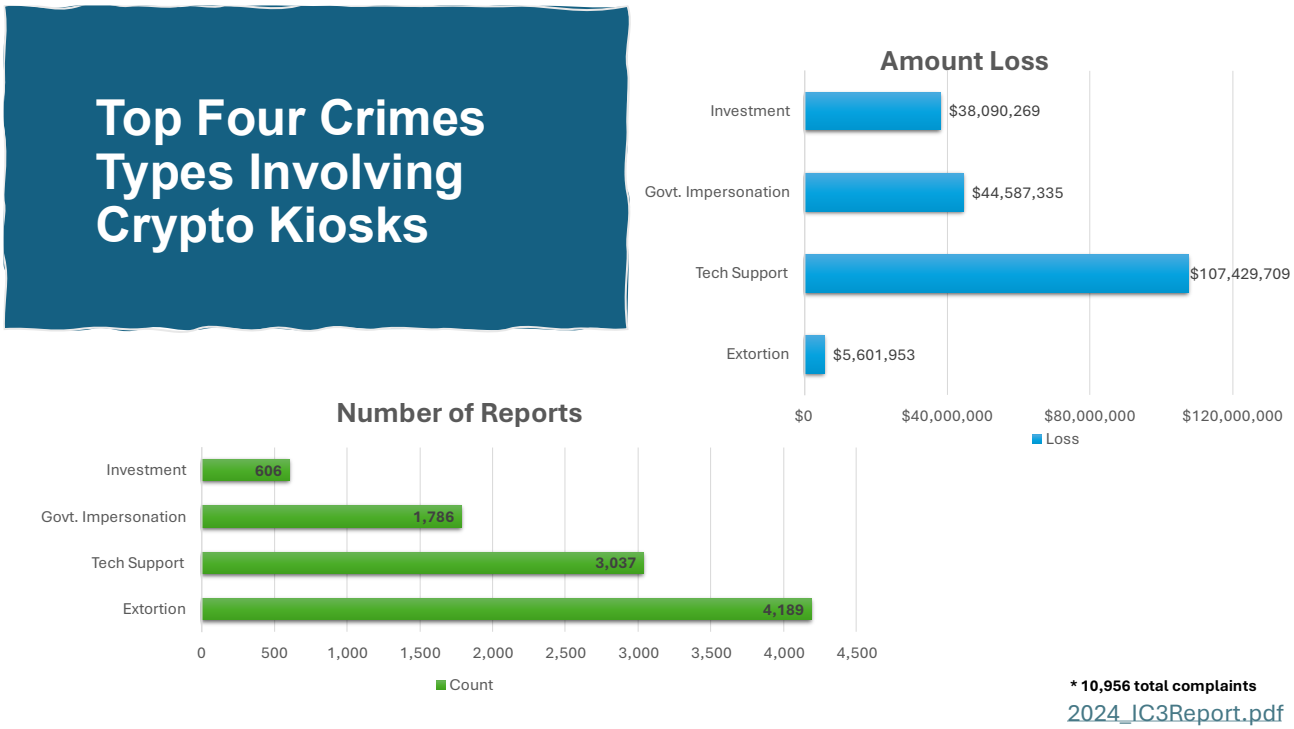
Today, there are close to 40,000 crypto ATMs nationwide, over 200 in the state of Nebraska, and roughly 30 in Grand Island alone.

In early 2025, the Nebraska Legislature passed, and Governor Pillen signed, the bipartisan Controllable Electronic Record Fraud Prevention Act, LB609, introduced by State Senator Eliot Bostar (LD29). The new law gives the Nebraska Department of Banking and Finance along with law enforcement officials new tools to fight theft committed with the use of crypto kiosks as well as implement vital consumer protections for Nebraskans. The bill became law September 2, 2025. LB609 is designed to help protect Nebraskans against fraud schemes that are carried out using crypto ATMs. The law requires crypto ATM operators to:

- Obtain a license issued by the Department of Banking
    - Money Transmitters License
- Register the location of each crypto ATM
- Limit the transactions that can be conducted by a person in a single day
    - $2,000 for new customers and $10,500 for existing customers
    - New customers include someone who has never made a transaction with that specific crypto ATM operator, and is within a 14-day period after the customer's first transaction with that specific crypto ATM operator
    - Existing customers include someone who made a previous transaction with that specific crypto ATM operator more than 14 days ago
- Provide specific disclosures and warnings to customers
- Ensure that relevant information is included on transaction receipts
- Abide by a cap on fees charged per transaction
    - no more than 18 percent of the total transaction
- Issue refunds to consumers who meet certain conditions

- A customer must contact the crypto ATM operator and either law enforcement or the Department of Banking within 30 days of the fraudulent transaction
- New customer refunds: a full refund of the transaction amount and all fees are required
- Existing customer refunds: limited to only the fees charged for the transaction and does not include the amount of the transaction

The passage of the proposed Ordinance would add an additional layer to the protection that can be put into place to fight theft committed with cryptocurrency kiosks. As introduced, the ordinance would require all businesses operating or providing access to cryptocurrency kiosk machines on its premises or cryptocurrency kiosk industry models that use store clerks to accept the money to post a written sign to notify customers and users of the potential fraud or scams associated with the kiosk industry. Implementation of this protection at the local level not only provides law enforcement with the ability to have local enforcement for noncompliance but also adds another layer of accountability and protection to ensure businesses who are providing access to the machines in their place of business are cognizant of the risks associated with scams occurring and assist with further compliance with the state law.





(Athena security camera photos of District scam victims.)

Attorney General for the District of Columbia Case File Photo

AARP's Fraud Prevention Work

While fraud awareness and prevention has always been a priority for AARP, our fraud prevention work has grown over time as we have heard from our members that fraud is a top concern for them and their financial security.

The AARP Fraud Watch Network was created in 2013, and our fraud prevention work through our state offices has grown significantly in recent years. AARP regularly provides free timely information to consumers and their families through the work of our Fraud Watch Network (aarp.org/fraud). The FWN Helpline is available to people of any age, and you do not have to be an AARP member to use the service. In 2023, the FWN Helpline fielded over 100,000 calls from concerned Americans reporting fraud attempts or recounting their experiences of victimization, resulting in the theft of personal information and/or finances. The reports received are sent to the FTC's Consumer Sentinel Database and help to provide a more complete picture of fraud trends. The Helpline has submitted over 100,000 cases to the Sentinel, representing one of the largest sets of data from the 50+ population.

AARP Nebraska regularly provides consumer updates and education as it relates to fraud prevention and scam alerts. We also partner with law enforcement, regulatory agencies, the Better Business Bureau, and the Attorney General to host webinars, media partnerships, shredding events, tele-town halls, volunteer presentations and training, and other fraud prevention and awareness events. We have more than 800 volunteers nationwide who deliver fraud education in their communities and work

directly with victims of fraud. Each year we reach hundreds of thousands of AARP members and non-members alike from coast-to-coast with our locally driven outreach efforts.

AARP's comprehensive approach to fraud prevention – spanning education, advocacy, direct support, and industry collaboration – demonstrates our steadfast commitment to safeguarding financial well-being and peace of mind of older Americans. Through continued community engagement, we can work to ensure that everyone is equipped to recognize, resist, and recover from scams – protecting not only personal assets, but also restoring trust and security across communities.

Financial and Emotional Impact of Fraud on Victims

AARP frequently hears from victims about the profound effects fraud has had on their lives. These individuals recount how scams have caused financial devastation and emotional turmoil, highlighting the severe consequences of such crimes. Family members share the ripple effects on their households. Our work also reveals the emotional toll on first responders and victim service providers who assist these victims. The ripple effects of fraud can destabilize entire households. Promises to help children or grandchildren financially may be broken, and retirement plans may be derailed. Some family members take on debt or postpone their own retirement to support the victim, while others face emotional fallout, including anger, shame and isolation. Many scam victims over age 60 report relationship problems with friends or family as a result. Fraud significantly impacts our communities, and it is critical to understand its various effects.

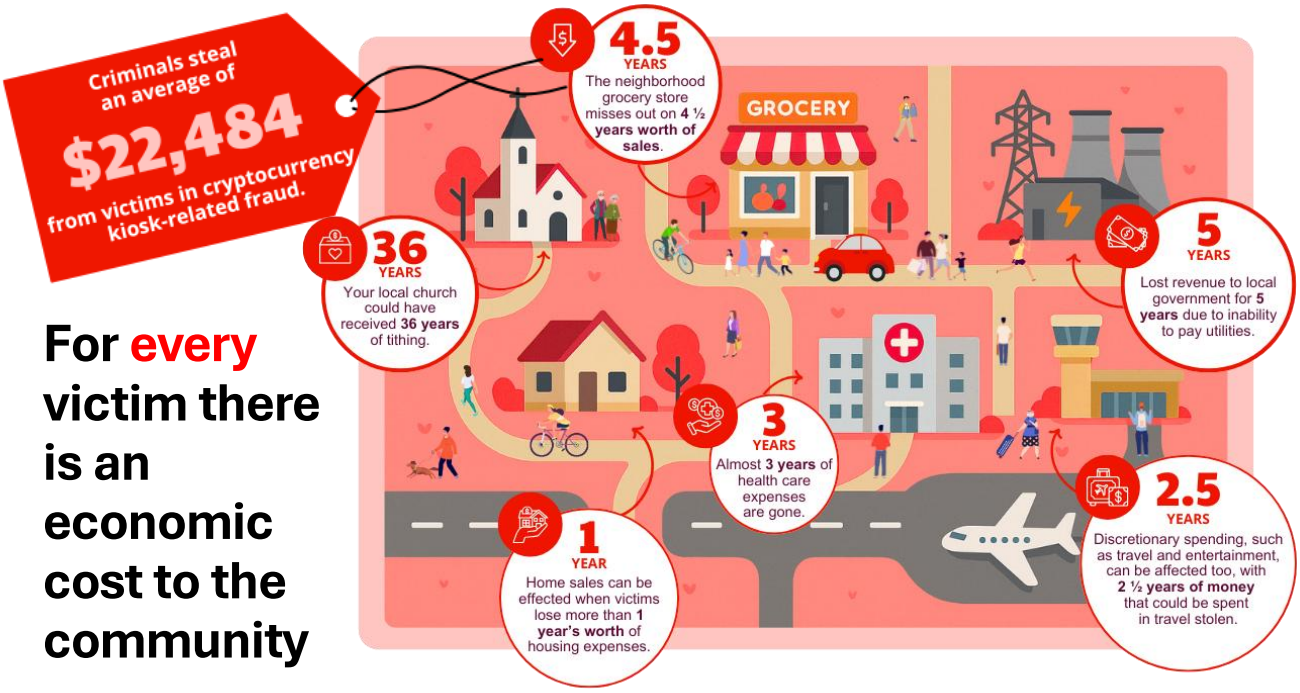
This financial loss can result in greater reliance on credit cards, which can lead to debt and impact on the victim's credit score, making it more difficult for them to obtain loans, mortgages, or rent an apartment. Victims may lose their homes and be forced to move in with family members or friends. They may become reliant on social safety nets, and this can strain community resources. Victims have reported that their retirement accounts have been drained by criminals, this has affected their Social Security benefits, as retirement withdrawals can result in higher income brackets and greater taxes on both their retirement funds and their benefits. These losses can also have an economic impact on the community that the victim lives in.

There are also serious emotional ramifications of fraud. Victims report feeling frustration, anger, mistrust, and sadness after experiencing fraud – and some unfortunately commit suicide. According to a FINRA study, two-thirds of fraud victims reported experiencing at least one non-financial cost of fraud to a serious degree. These included severe stress (50%), anxiety (44%), difficulty sleeping (38%), and depression (35%). Victims who lose more money are more likely to incur more non-financial costs. These emotional impacts of fraud often lead victims to not

report that crimes have been committed against them because of the guilt and shame they feel. This contributes to significant underreporting to law enforcement, resulting in an unclear picture of the true scope of the problem and where to focus investigative efforts.

Economic Impact on Communities

The economic impacts of cryptocurrency kiosk fraud scams on communities are significant and multifaceted. The financial losses associated with these scams have surged. According to FBI data, the average loss to a crypto kiosk scam is more than $22,000. That's what the average older adult spends on four and a half years of groceries, three years of health care expenses, or one year of mortgage or rent. That's a tremendous amount of money being sucked out of our local communities by foreign criminals. The financial losses from these scams not only affect the immediate victims but also have broader implications for the local economy, as these losses can lead to reduced spending, job losses, and economic hardships for the community.



We know from law enforcement reports that the money being stolen from hardworking Americans using these machines is going to fund illicit activities like drug trafficking, terrorist financing, and human trafficking, along with other illicit activity. Funds are instantly sent to digital wallets controlled by bad actors, sometimes routed through multiple kiosks in different states or countries to obfuscate the money trail. This practice, called "layering," is a fundamental money laundering stage, and kiosks are increasingly seen as a preferred channel. According to FinCEN and the Financial

Action Task Force (FATF), kiosks are also being exploited by drug trafficking groups, tax evaders, and organized crime.

U.S. regulators have escalated warnings about the misuse of cryptocurrency ATMs by criminal actors, particularly drug cartels and fraudsters. The Financial Crimes Enforcement Network (FinCEN) issued a series of advisories in late July and early August 2025, highlighting the growing exploitation of convertible virtual currency (CVC) kiosks for money laundering, fraud, and organized crime. The agency emphasized the need for heightened vigilance and stronger regulatory compliance across the industry

Implementation and Education of Ordinance
Upon the passage of the proposed ordinance, AARP Nebraska is fully committed to working alongside the City of Grand Island, the Mayor's office, and the Grand Island Police Department to ensure education and outreach are provided to all retailers that would be included under its passage to help them be compliant by the January 2026 implementation date. AARP is willing to train, educate, and coordinate "*Fraud Fighter*" volunteers to make site visits to retailers with identified cryptocurrency kiosk machines to provide educational materials to retailers on the ordinance requirements to ensure all are complying ahead of the effective date.

Recommendation:
The decentralized nature of cryptocurrency, the speed of irreversible transactions, and the ability to transfer value around the world makes cryptocurrency kiosks an attractive vehicle for criminals, while creating challenges to recover stolen funds. Once an individual sends a payment, the recipient owns the cryptocurrency and often quickly transfers it into an account overseas for cash out purposes never to be seen or recovered again.

As cryptocurrency kiosks become increasingly more accessible in Nebraska and Grand Island, it is imperative that we take proactive measures to implement consumer protections to assist residents from the growing threat of fraud associated with these machines.

A key step to mitigate these crimes and protecting residents from financial fraud associated with cryptocurrency kiosks is to require clear, visible, and standardized fraud prevention signs (including contact information for the kiosk operator and contact information to report fraud to law enforcement) on all machines operating within the city limits of Grand Island. It is also critical to ensure that failure to post such notices is deemed a crime and fines imposed for noncompliance.

Putting greater protection in place will assist in ensuring these machines are not exploited by criminals to commit fraud against hard working Grand Island citizens. This ordinance is a proactive, low-cost measure to safeguard residents from irreversible financial harm, complementing recently passed state legislation (LB609) and empowers local control, enforcement and education to our community to take meaningful and immediate action against fraud.

Conclusion

We have an epidemic of fraud plaguing Americans, particularly older Americans, and we all must do our part to protect Nebraskans. It may seem that we are in a fraud quagmire with little hope of getting out. There is no single solution, but there are roles for each sector of our society that will go a long way to turning the tide on the fraud tsunami.

For **individuals**, it's taking steps to better protect ourselves and our loved ones from fraud attacks. Such actions include freezing our credit, using a password manager and multifactor authentication, shredding documents, keeping our device operating systems updated to protect against known vulnerabilities, creating family safe words, and not engaging with incoming messages from unknown people. And share what we know. Each of us should make it a point to talk about the latest we've heard about fraud with our family members and friends. The more we talk about these scams, the better protected we will be.

For **educators**, it is important that we tell consumers about the signs of the latest scams and their red flags. But what if we can come up with something simpler? If we can train our brains about how most scams come at us and what to do when they do, we can probably thwart a great deal of crime before it happens. Most scams come as communication out of the blue that gets us immediately into a heightened emotional state and contains urgency. If we can train consumers to say that this scenario is likely a scam, we can train them how to actively pause before they react. AARP has been working on this concept with input from people around the globe and are hopeful something can be accomplished.

The **industry** has a critical role to play as well. Financial institutions as well as the cryptocurrency industry must continue to innovate on fraud controls and mitigation. Tech companies must build security into the design and safety by default.

Policymakers and law enforcement have an important role in helping victims to fight and stand against the fraud crime rings; specifically limiting the damage of fraud involving cryptocurrency ATMs.

Addressing fraud requires more than piecemeal solutions; it demands a whole-of-society approach. We all play a part in doing what we can to mitigate fraud and ensure our most vulnerable citizens are not faced with losing their entire life savings or retirement. Together, educators, policymakers, law enforcement, businesses, and industry can turn the tide against the vicious crime gangs who hold the power right now. Together, we can disrupt their business model, protect millions of consumers, and safeguard billions of dollars in savings and retirement accounts and in our economy.

Thank you to Mayor Steele for bringing attention to this important issue and his ongoing leadership in protecting and preventing fraud for all citizens across the City of Grand Island.

Thank you, Chair Sheard, and members of the Council for the opportunity to speak to you and for listening to this important proposal. We would ask for your support and advancement of the proposed Ordinance.

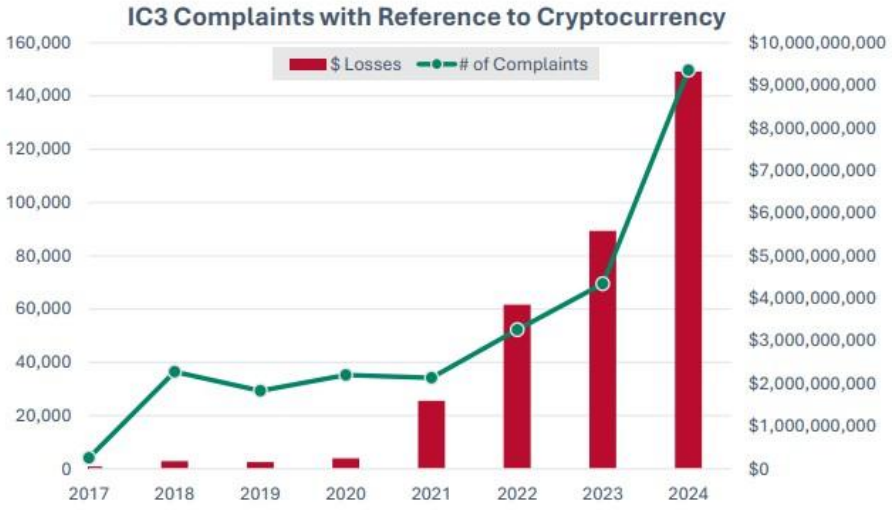
Thank you for your time and I would be happy to answer any questions.

Sincerely,



Jina Ragland
Sr. Association State Director
Advocacy and Outreach
AARP Nebraska
301 South 13th St. Ste 201
Lincoln, NE 68508
402-323-5424
jragland@aarp.org

Fraud Data: FBI



https://www.ic3.gov/AnnualReport/Reports/2024_IC3Report.pdf

In 2024, total **losses** across ALL asset types was $16.6 billion – crypto related complaints made up 17% of complaints, but 56% of losses

Fraud Data: FBI

CRYPTOCURRENCY FRAUD - 2024

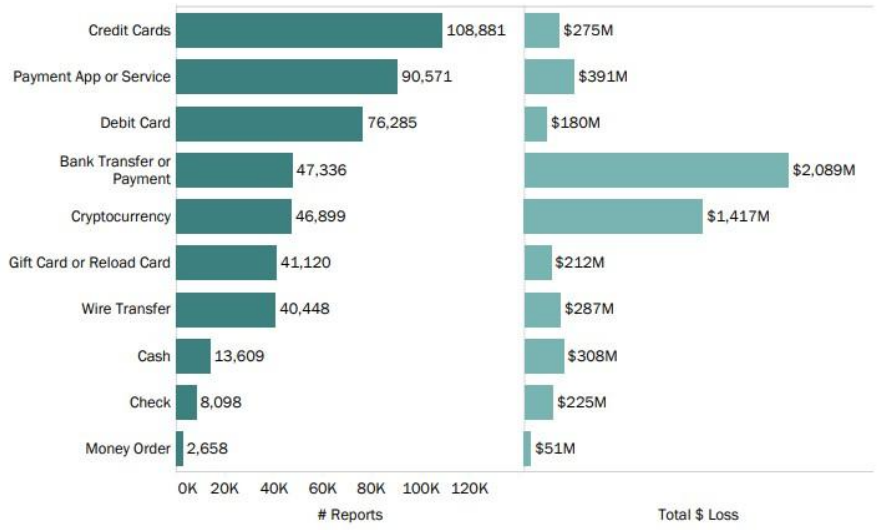
149,686 Complaints	$9.3 Billion in Losses	66% Increase in Losses	Largest Age Group: 60+

COMPLAINTS REFERENCING CRYPTOCURRENCY

AGE RANGE[21]	COUNT	LOSS
Under 20	1,819	$7,778,157
20 - 29	13,591	$370,443,345
30 - 39	22,218	$1,006,382,458
40 - 49	22,555	$1,462,040,974
50 - 59	19,317	$1,184,912,854
Over 60	33,369	$2,839,333,197

https://www.ic3.gov/AnnualReport/Reports/2024_IC3Report.pdf

Payment Methods, FTC 2024



Consumer Sentinel Network Data Book 2024 [5]



Omaha DCSO Fraud Fighter Volunteers – City Ordinance 44007

Examples of calls to AARP Fraud Watch Network Involving Cryptocurrency Kiosk Scams

AARP's Fraud Watch Network Helpline is a free resource for AARP members and nonmembers alike. Trained fraud specialists and volunteers field thousands of calls each month. We have compiled some examples of recent calls to the hotline that involve crypto ATMs/ Bitcoin to show the devastating impact these types of fraud have had:

- Consumer's husband got a call while he was home sick claiming that he had missed jury duty. He was threatened with a warrant, so he went to the bank while on the phone with the scammer, withdrew $9,300, and put it into an ATM as instructed. He was told he would be reimbursed.

- Caller received a text message claiming he was being charged for a McAfee product. He called the number on the message, and they got into his computer and had him enter the amount of the refund on a form. They made it appear as though he entered a number too large, and had him withdraw over $19,000 and enter it in a bitcoin ATM.

- Consumer received a call from someone claiming to be her grandson and claiming to be hurt and in jail. Consumer paid $8,900 through a bitcoin machine.

- Caller was looking at her bank statement and there was a re-occurring charge on there that she didn't know. So, she called the number that was listed, and everything went south. She thought she was talking to the high-level security at her bank. They told her she needed to go to the bank and take out $10,000.00 and she was told to keep the phone on and if anyone asks why she is withdrawing the money to lie to them. She took the money and put it in a bitcoin machine.

- Consumer received a text message claiming to be Apple Support and Bank of America fraud department saying they detected fraud and to call a phone number for more information. They told her to download a Help Desk application and to log into her bank account and send a selfie picture. She also put over $30,000 into a Bitcoin machine.

- Caller reports that he called Microsoft for tech help and ended up talking to scammers. They gained access to his device, asked him to take $20,000 from the bank, and then deposit it into a bitcoin machine.

- Caller received an email claiming Norton had renewed and was going to take money out of her PayPal account if she didn't call. She was convinced to take $100,000 out of her bank and put it bitcoin.

- Consumer received a Microsoft message when he clicked on a link. He called them and gave them access to his computer. He gave last four bank account numbers. They told him they had proof he had been looking at child porn. He was told to withdraw 17,000 from his checking account and deposit it into Athena Bitcoin. He had to provide his DL when he deposited the funds into the bitcoin machine.

- The consumer got a message on her computer from Microsoft. The consumer called the number in the alert and allowed the scammer to remote into her computer. The imposter transferred to a fraudulent FTC agent. The scammer said her accounts were being used by several criminals and she needed to withdraw her money from her bank to protect it. The consumer sent $3,500 in gift cards, a $40,000 cashier's check and $18,000 in crypto currency.

Resources

Attorney General for the District of Columbia (9.2025) Attorney General Schwalb Sues Crypto ATM Operator for Financially Exploiting District Residents. https://oag.dc.gov/release/attorney-general-schwalb-sues-crypto-atm-operator

Federal Bureau of Investigation (2024) Federal Bureau of Investigation Internet Crime Report 2024 Internet Crime Complaint Center. https://www.ic3.gov/AnnualReport/Reports/2024_IC3Report.pdf

Federal Trade Commission (March 2025) Consumer Sentinel Network Data Book 2024. https://www.ftc.gov/system/files/ftc_gov/pdf/csn-annual-data-book-2024.pdf

Financial Crimes Enforcement Network (FinCen) (8.2025) FinCen Notice on the Use of Convertible Virtual Currency Kiosks for Scam Payments and Other Illicit Activity. https://www.fincen.gov/system/files/shared/FinCEN-Notice-CVCKIOSK.pdf

Financial Industry Regulatory Authority (FINRA) (9.2019) Exposed to Scams. What Separates Victims from Non-Victims? https://www.finrafoundation.org/sites/finrafoundation/files/exposed-to-scams-what-separates-victims-from-non-victims_0_0.pdf

US Treasury Financial Crimes Enforcement Network (August 2025) FinCEN Notice on the Use of Convertible Virtual Currency Kiosks for Scam Payments and Other Illicit Activity. https://www.fincen.gov/system/files/2025-08/FinCEN-Notice-CVCKIOSK.pdf

ORDINANCE NO. 10,051

An ordinance to amend and retitle Chapter 25 from "Pawnbrokers, Tattooing & Body Piercing" to "Pawnbrokers, Tattooing, Body Piercing, and Cryptocurrency Machines", to add Chapter 25, Article III to the Grand Island City Code entitled "Cryptocurrency Machines" and to create such sections as necessary; 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 COUNCILS OF THE CITY OF GRAND ISLAND, NEBRASK:

SECTION 1. Article III Cryptocurrency Machines, Sections 25-30 thru 25-33 are hereby added as follows:

CHAPTER 25

PAWNBROKERS, TATTOOING, BODY PIERCING AND CRYPTOCURRENCY MACHINES

ARTICLE III. CRYPTOCURRENCY MACHINES

25-30 Intent

The intent of this Article is to require any person or business operating or housing a Virtual Currency Kiosk, Crypto automated teller machine (ATM) or Bitcoin teller machine (BTM), on its premises to post a written warning providing users with notice of potential fraud risks, to protect the citizens of Grand Island and to provide criminal punishment for failure to provide such notice.

25-31 Definitions

As used in this Article, the following words or phrases shall have the meanings respectively ascribed to them:

1. Cryptocurrency: A virtual currency that utilizes cryptography to secure transactions that are digitally recorded on a cryptographically secured, distributed ledger (blockchain).
2. Crypto ATM or Bitcoin ATM: A stand-alone electronic kiosk that allows users to buy and sell cryptocurrency in exchange for cash or with a debit card.

3. Virtual Currency Kiosk: A person acting on behalf of, or a mechanical agent of, the virtual currency kiosk operator to enable the virtual currency kiosk operator to facilitate the exchange of virtual currency for money, bank credit, or other virtual currency, including but not limited to by (1) connecting directly to a separate "virtual currency exchange" that performs the actual virtual currency transmission, or (2) drawing upon the virtual currency in the possession of the electronic terminal's operator.
4. Blockchain: A decentralized digital ledger that stores information across a network of computer or nodes in blocks that are verified and validated to ensure legitimate and accurate transactions.

25-32 Posted Warning Required

Any person or business operating or providing access to a functioning Crypto automated teller machine (ATM), Bitcoin teller machine (BTM) or Virtual Currency Kiosk on its premises shall post a written warning in the form of a sign on or adjacent to the Kiosk, Crypto ATM or BTM providing notice to customers and users of the potential fraud or scam risks associated with utilizing the Kiosk, Crypto ATM or BTM.

All text must be at least 18 point font and must be conspicuously posted so that it shall be noticeable, viewable, and readable, to a user of the Kiosk, ATM or BTM while standing in front of the Kiosk, ATM or BTM.

25-33 Penalties and Confiscation

It shall be unlawful for any person or business operating or providing access to a functional Virtual Currency Kiosk, Crypto automated teller machine (ATM) or Bitcoin teller machine (BTM) not to post such a notice and/or to fail to maintain it in conformity with 25-32. All persons with control over the premises upon which said machine is stored, owners of the machine or premises, businesses owning the machine or premises, or registered agent of any corporate business operating, housing, leasing, or otherwise maintaining control over the Kiosk, Crypto ATM or BTM shall be presumed to be responsible for compliance with this section of code. Anyone cited for violation of this Article and found guilty thereof shall receive a five-hundred dollar ($500.00) fine for the violation. Each day a Kiosk, Crypto ATM or BTM remains on a premises in non-conformity with this regulation shall constitute a new violation.

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 fifteen days after its passage and publication, in one issue of the *Grand Island Independent* as provided by law.

Enacted: November 4, 2025

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Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: November 4, 2025

Item #: 9.a.

Subject: Executive Session to Authorize City Attorney to Execute Waiver on behalf of the City of Grand Island

Staff Contact: Kari Fisk

BACKGROUND: The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

1. Protection of the public interest.
2. Needless injury to the reputation of an individual.
3. Strategy sessions with respect to
   a. collective bargaining,
   b. real estate purchases,
   c. pending litigation, or
   d. imminent or threatened litigation.
4. Discussion regarding deployment of security personnel or devices.
5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.

DISCUSSION: -

FISCAL IMPACT: -

ALTERNATIVES: -

RECOMMENDATION: -

SAMPLE MOTION: -