Meeting Agenda of City Council Regular Meeting
Council Chambers
100 E First Street
September 8, 2026 7:00 PM

1. **CALL TO ORDER**
   This is an open meeting of the Grand Island City Council. The City of Grand Island abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in 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**

7. **OTHER ITEMS**

   a. Approving the Appointment of Barbara Paulick to City Council Ward Four

8. **BOARD OF EQUALIZATION**

   a. #2026- BE- 2 - Consideration of Determining Benefits for Railside Business Improvement District
   b. #2026- BE- 3 - Consideration of Determining Benefits for 4th Street Business Improvement District
   c. #2026- BE- 4 - Consideration of Determining Benefits for Fonner Park Business Improvement District
   d. #2026- BE- 5 - Consideration of Determining Benefits for South Locust Business Improvement District

9. CONSENT AGENDA

a. Approving Minutes of the August 25, 2026 City Council Regular Meeting

b. Approving Payment of Claims for the Period of August 26, 2026 through September 8, 2026 in the total amount of $7,497,118.04

c. 2026-234- Approving Preliminary Engineering Services Agreement with WSP USA, Inc. for Grand Island Rail Crossing Study

d. #2026-235 - Approving Award of Proposal for Sludge Dewatering Polymer

e. #2026-236 - Approving the Grand Island Police Department to apply for the 2026 Edward Byrne Memorial Justice Assistance Grant (JAG)

f. #2026 -237 - Approving Bid Award Liquid Ortho-Polyphosphate for Corrosion Control

g. #2026 -238 - Approving Amendment to Purchase of 2025 Digger/Derrick for the Electric Overhead Department

h. #2026-239 - Request to authorize satisfaction of judgement in Hall County District Court Case CI21-741 and to write off the remaining $175.85 due and owing to the City as uncollectable

i. #2026-240 - Approving Building Lease Agreement for Storage of Parks Equipment and Supplies

10. REQUEST AND REFERRALS

a. Request by State Farm for Council to authorize partial settlement of a claim and to execute certain waivers of future claims

11. RESOLUTIONS

a. #2026 -241- Setting Date for Board of Equalization for Parking District #3 (Off-street Parking)

b. #2026- 242- Approving FY2026-2027 General Property and Community Redevelopment Authority (CRA) Tax Request

c. #2026-243 - Approving Downtown Improvement District #2 (Ramp) Property Tax Request

d. #2026-244 - Approving FY2026-2027 Fee Schedule

e. Approval of a Good Life District Agreement with Woodsonia GI GLD, LLC

12. ORDINANCES

a. #10,087 - Consideration of Approving Assessments for Railside Business Improvement District

b. #10,088 - Consideration of Approving Assessments for 4th Street Business

Improvement District

c. #10,089 - Consideration of Approving Assessments for Fonner Park Business Improvement District

d. #10,090 - Consideration of Approving Assessments for South Locust Business Improvement District

e. #10,091 - Consideration of Approving Salary Ordinance

f. #10,092 - Consideration of FY2026-2027 Annual Single City Budget and Annual Appropriations Bill

13. ADJOURNMENT

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 7.a.

Subject: Approving the Appointment of Barbara Paulick to City Council Ward Four

Staff Contact: Mayor Roger G. Steele

BACKGROUND: Due to the death of Mike Paulick, one of the seats for Ward Four needs to be filled. Pursuant to State Statute, the Mayor is to nominate a successor to fill the seat of Councilmember Paulick for the remainder of his term. That nomination requires the approval of the City Council. Once approved, the nominee will be sworn in and serve the remainder of Councilmember Paulick's term.

DISCUSSION: Mike's wife, Barbara, better known as Barb, has graciously agreed to fill the remainder of Mike's term. Barb reached out to the Mayor asking if it would be possible for her to fill the remainder of Mike's term. That is not only possible, but is highly encouraged by the Mayor.

Barb has been a resident of Grand Island for the past 60 years. She and Mike spent 56 of those years as husband and wife. Barb previously served the City of Grand Island for almost 13 years as an employee of the Finance Department doing ambulance billing. During Mike's tenure on this Council, Barb was not only his wife, but his sounding board and confidant regarding Council agendas and City business. She spent those years not only being educated on the Council packets but also being present at the meetings either in person or while watching them on GI TV. Every meeting that Mike was at was a meeting where Barb was also present.

Council may have lost Mike's physical presence, but by appointing Barb to fulfill his term, the City is maintaining that continuity of having a Paulick on this Council. Appointing Barb is in the best interest of the City. She has spent the last 15 years being educated on the business of the City the same as Mike was. She is willing and able to step forward tonight and not only accept this nomination but to take her place on the Council and move forward with the business of the City.

FISCAL IMPACT: -

ALTERNATIVES: -

RECOMMENDATION: The Mayor requests that Council approve the nomination of Barbara Paulick to serve the remainder of the term of former Councilmember Mike Paulick.

SAMPLE MOTION: Move to approve Barbara Paulick as Councilmember to fulfill the remainder of Mike Paulick's unexpired term of office in Ward Four.

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 8.a.

Subject: #2026- BE- 2 - Consideration of Determining Benefits for Railside Business Improvement District

Staff Contact: Chelsey Steinke

BACKGROUND: On August 14, 2018, the City Council adopted Ordinance #9700 creating the Railside Business Improvement District (BID). The created ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The created Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. On June 10, 2026, the Railside BID Board met and approved the 2026-2027 budget that provides for a total special assessment of $156,022.53. City Council met on July 14, 2026 to approve the budget and set the Board of Equalization date of September 8, 2026.

DISCUSSION: The City Council, in its capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance. The assessment for owner-occupied properties is originally based on 100% of the assessed value. City code section 13-95(C) states Council may lower the amount of assessment for owner-occupied properties. The attached list of 11 property owners filed proper documentation with the Finance Department for the 30% eligible reduction. The original request is $156,022.53 if approved the reductions equal $961.63, reducing the final request to $155,060.90.

FISCAL IMPACT: There is no fiscal impact to the City.

ALTERNATIVES: It appears that the Council in capacity of the Board of Equalization has the following alternatives concerning the issue at hand. The Council/BOE 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 presented in this motion

RECOMMENDATION: City Administration recommends that the Board of Equalization approve the proposed Special Assessments for the Railside BID.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:
1. FY27 Railside Reduction Requests
2. Resolution

2026-2027 Letters from property owners of the Railside BID requesting 30% reduction in Valuation.							
Parcel ID	Name	Address	Current Taxable Valuation	Reduced Taxable Valuation	Percent Owner Occupied	100% Assessed amount	70% Assessed amount
400005654	Rise Properties	119 W 3RD ST	$ 280,311.00	$ 238,264.35	50%	$ 613.75	$ 521.69
400143542	Andrew Cole Johnston	123 N LOCUST 604	$ 87,178.00	$ 61,024.60	100%	$ 190.88	$ 133.62
400007061	Grand Island Hospitality LLC	507 W 2ND ST	$ 395,526.00	$ 375,749.70	17%	$ 866.02	$ 822.72
400081075	Pedro Fernandez	721 W 1st St	$ 263,812.00	$ 184,668.40	100%	$ 577.63	$ 404.34
400143496	Wendy Alexander	123 N Locust #507	$ 104,326.00	$ 73,028.20	100%	$ 228.43	$ 159.90
400042592	Cecilia Royle	112 West Charles St	$ 139,351.00	$ 97,545.70	100%	$ 305.11	$ 213.58
400042541	Maricela Robledo	248 S Pine St	$ 185,844.00	$ 130,090.80	100%	$ 406.91	$ 284.84
400143747	Darrell Detlefsen	123 N Locust Apt 903	$ 88,967.00	$ 62,276.90	100%	$ 194.80	$ 136.36
400143763	Tammy Dizmang	123 N Locust #905	$ 95,223.00	$ 66,656.10	100%	$ 208.49	$ 145.95
400042568	Lloyd & Marilyn Mueller	110 W Koenig	$ 69,612.00	$ 48,728.40	100%	$ 152.42	$ 106.69
400042207	Max Moreno	120 W Koenig St	$ 134,614.00	$ 94,229.80	100%	$ 294.74	$ 206.32
400143887	Lynn Buckley	123 N Locust #1103	$ 88,967.00	$ 62,276.90	100%	$ 194.80	$ 136.36

R E S O L U T I O N 2026-BE-2

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Railside Business Improvement District, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of $155,060.90 and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within Railside Business Improvement District, such benefits are the sums set opposite the several descriptions as follows:

PARCEL	OWNER	LEGAL	Assessment Amount
310	TALLGRASS INTERSTATE GAS TRANSMISSION	CENTRALLY ASSESSED	$ 12.85
390	BLACK HILLS NEBRASKA GAS LLC	CENTRALLY ASSESSED	$ 0.41
460	NORTHWESTERN ENERGY	CENTRALLY ASSESSED	$ 3,596.59
605	ALLO COMMUNICATIONS LLC	CENTRALLY ASSESSED	$ 357.02
620	WINDSTREAM NEBRASKA INC	CENTRALLY ASSESSED	$ 1.55
640	QWEST CORPORATION	CENTRALLY ASSESSED	$ 2,468.80
705	AT & T COMMUNICATIONS	CENTRALLY ASSESSED	$ 19.44
840	AT&T MOBILITY	CENTRALLY ASSESSED	$ 741.60
890	USCOC OF NEBRASKA/KANSAS DBA US CELLULAR	CENTRALLY ASSESSED	$ 338.44
400000100	HALL COUNTY	ORIGINAL TOWN ALL FR BLK 90 & WESTERVELT'S SUB LT 1 PT OF COUNTY SUB LT 7	$ -
400004097	CITY OF G I	ORIGINAL TOWN ALL BLKS 52 & 53 & PT VAC KIMBALL AVE (YMCA LOCATED ON IOLL 400004100)	$ -

400004119	CASA DE ORACION, INC	ORIGINAL TOWN E 2/3 LT 1 BLK 54	$ -
400004135	WING PROPERTIES INC	ORIGINAL TOWN W 1/3 LT 1 BLK 54	$ 14.31
400004143	SHEARER RENTALS, LLC	ORIGINAL TOWN LT 2 BLK 54	$ 1,549.70
400004151	CITY OF G I	ORIGINAL TOWN LT 3 BLK 54	$ -
400004178	CITY OF G I	ORIGINAL TOWN LT 4 BLK 54	$ -
400004186	HERRERA/ANDRES R & KIANA A	ORIGINAL TOWN N 1/2 W 2/3 LT 6 & N 1/2 LT 5 BLK 54	$ 564.15
400004194	KATROUZOS/GEORGE	ORIGINAL TOWN S 60' W 1/3 LT 5 BLK 54	$ 149.33
400004208	KATROUZOS/GEORGE	ORIGINAL TOWN S 60' W 16' E 2/3 LT 5 BLK54	$ 90.78
400004216	PINNACLE BANK	ORIGINAL TOWN E 28' S 1/2 LT 5 & N 6' W 38' S 1/2 LT 5 BLK 54	$ 2,535.33
400004232	WING PROPERTIES INC	ORIGINAL TOWN E 22' W 44' S 1/2 & E 22' LT 6 BLK 54	$ 630.25
400004240	WING PROPERTIES INC	ORIGINAL TOWN W 1/3 LT 7 BLK 54	$ 359.13
400004259	WING PROPERTIES INC	ORIGINAL TOWN C 1/3 LT 7 BLK 54	$ 340.32
400004275	WING PROPERTIES INC	ORIGINAL TOWN LT 8 & E 1/3 OF LT 7 XC 15' X 15' X 15' SOLD TO CITY BLK 54	$ 717.38
400004305	URBAN ISLAND TWO, LLC	ORIGINAL TOWN N 1/2 LT 1 BLK 55	$ 1,136.93
400004313	URBAN ISLAND TWO, LLC	ORIGINAL TOWN N 44' OF S 1/2 LT 1 BLK 55	$ 400.63
400004321	IRVINE/VIRGINIA	ORIGINAL TOWN S 22' LT 1 BLK 55	$ 98.20
400004348	CITY OF G I	ORIGINAL TOWN E 1/2 LT 3 & ALL LT 2 BLK 55	$ -
400004356	CITY OF G I	ORIGINAL TOWN N 1/2 W 1/2 LT 3 & N 1/2 LT 4 BLK 55	$ -
400004364	EBMT PROPERTIES, LLC	ORIGINAL TOWN S 1/2 W 1/2 LT 3 & S 1/2 LT 4 BLK 55	$ 1,583.30
400004372	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 67.5' LT 5 BLK 55	$ 33.70

400004380	ARMSTRONG/MATTHEW E & JANELLE A	ORIGINAL TOWN N 20' S 64.5' LT 5 BLK 55	$ 140.63
400004399	RESSLER JR/DONALD M	ORIGINAL TOWN S 44.5' LT 5 BLK 55	$ 1,391.92
400004402	FAMOS CONSTRUCTION INC	ORIGINAL TOWN W 2/3 LT 6 BLK 55	$ 699.18
400004429	ARCHIE/JENNIFER L & FLOYD D	ORIGINAL TOWN E 1/3 LT 6 BLK 55	$ 258.76
400004437	CARBAJAL/RUTH	ORIGINAL TOWN W 1/3 LT 7 BLK 55	$ 336.99
400004445	HEDDE BUILDING LLC	ORIGINAL TOWN E 2/3 LT 7 BLK 55	$ 884.25
400004461	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN W 1/3 LT 8 BLK 55	$ 253.75
400004488	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN C 1/3 LT 8 BLK 55	$ 243.87
400004496	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN E 1/3 LT 8 BLK 55	$ 548.54
400004526	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 68' LT 1 & ALL LT 2 & E 1/2 LT 3 BLK 56	$ 113.35
400004534	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 22' S 42' & W 6' S 20' LT 1 BLK 56	$ 9.82
400004542	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 22' S 64' LT 1 BLK 56	$ 9.07
400004550	DOWNTOWN CENTER LLC	ORIGINAL TOWN S 20' E 60' LT 1 BLK 56	$ 7.49
400004577	PANTHERA INVESTMENT GROUP, LLC	ORIGINAL TOWN W 1/3 LT 5 BLK 56	$ 681.07
400004585	WILLIAMS HOSPITALITY, LLC	ORIGINAL TOWN E 2/3 LT 5 BLK 56	$ 491.58
400004593	JAMES POHL TRUST	ORIGINAL TOWN LT 6 BLK 56	$ 531.99
400004615	308 REAL ESTATE, LLC	ORIGINAL TOWN LT 7 BLK 56	$ 837.13
400004623	DOWNTOWN CENTER LLC	ORIGINAL TOWN LT 8 BLK 56	$ 4,639.99
400004631	CITY OF G I PARK LOT	ORIGINAL TOWN W 1/2 LT 3 & ALL LT 4 BLK & LTS 1,2,1,4 BLK 57 & VAC WHEELER ST	$ -
400004658	J & B RENTALS LLC	ZILLER SUB LT 1	$ 586.72
400004666	THE GRAND FOUNDATION, INC	ORIGINAL TOWN E 2/3 LT 6 BLK 57	$ -
400004674	EBMT PROPERTIES, LLC	ORIGINAL TOWN LT 7 BLK 57	$ 2,686.66

400004682	AMUR REAL ESTATE, LLC	ORIGINAL TOWN LT 8 BLK 57	$ 4,187.01
400004690	MILLS/SAMUEL A	ORIGINAL TOWN LTS 1 & 2 BLK 58	$ 306.21
400004704	MAYHEW/AMY	ORIGINAL TOWN N 1/2 LT 4 & N 1/2 LT 3 BLK 58	$ 77.75
400004712	MAYHEW/AMY	ORIGINAL TOWN LT 5 & W 22' LT 6 BLK 58	$ 1,017.50
400004720	MAYHEW/AMY	ORIGINAL TOWN S 1/2 LT 3 & S 1/2 LT 4 BLK 58	$ 84.03
400004739	STELK/MARK D	JENSEN SUB LT 1	$ 162.48
400004747	BANDASACK/CHANH & SIPHANH	ORIGINAL TOWN W 1/3 LT 7 BLK 58	$ 279.05
400004755	LINDNER-BOMBECK TRUSTEE/MARILYN A	ORIGINAL TOWN C 1/3 LT 7 BLK 58	$ 253.31
400004763	GALVAN/VICTORIA	PRENSA LATINA SUB LT 1	$ 90.91
400004771	ORO-MEX ENTERPRISES, LLC	PRENSA LATINA SUB LT 2	$ 131.83
400004798	STELK/MARK D	PRENSA LATINA SUB LT 4	$ 329.49
400004801	STELK/MARK D & WANDA L	PRENSA LATINA SUB LT 3	$ 365.28
400004828	MEAD BUILDING CENTERS	GPC SUB LT 1	$ 1,678.99
400004844	T SQUARED PROPERTIES LLC	ORIGINAL TOWN S 29.5' LT 1 BLK 59	$ 12.16
400004852	THIRD CITY ARCHERS INC	GPC SUB LT 2	$ -
400004879	520 3RD ST, LLC	ORIGINAL TOWN LT 5 BLK 59	$ 946.39
400004887	NALINH, LLC	ORIGINAL TOWN E 23' W 46' LT 6 BLK 59	$ 210.50
400004895	518 W 3RD STREET, LLC	ORIGINAL TOWN W 23' LT 6 BLK 59	$ 173.06
400004909	BERTA/BILLIE J	ORIGINAL TOWN E 20' LT 6 & W 1/2 LT 7 BLK 59	$ 107.71
400004917	T SQUARED PROPERTIES LLC	ORIGINAL TOWN W 22' E 1/2 LT 7 BLK 59	$ 192.74
400004925	T SQUARED PROPERTIES LLC	ORIGINAL TOWN E 11' LT 7 & ALL LT 8 BLK 59	$ 685.17

400004933	CKP LLC	ORIGINAL TOWN LTS 1 & 2 BLK 60	$ 599.39
400004941	CKP LLC	ORIGINAL TOWN LT 3 BLK 60	$ 129.43
400004968	BUSINESS PROPERTIES	ORIGINAL TOWN LT 4 BLK 60	$ 366.70
400004984	LB AUDIO LLC	ORIGINAL TOWN LTS 5 & 6 BLK 60	$ 681.31
400004992	JR'S REDZONE, LLC	ORIGINAL TOWN LTS 7 & 8 BLK 60	$ 1,962.61
400005018	EAKES, INC	ORIGINAL TOWN LTS 1 & 2 BLK 61	$ 1,153.71
400005026	EAKES, INC	ORIGINAL TOWN LTS 3 & 4 BLK 61	$ 1,100.54
400005034	JIA PROPERTIES, LLC	ORIGINAL TOWN LT 5 BLK 61	$ 703.65
400005042	HANSEN PROPERTIES LLC	ORIGINAL TOWN LTS 6-7 & 8 BLK 61	$ 763.89
400005050	D & A INVESTMENTS LLC	ORIGINAL TOWN S 44' LT 1 BLK 62	$ 199.25
400005069	D & A INVESTMENTS LLC	ORIGINAL TOWN N 88' LT 1 BLK 62	$ 723.86
400005077	D & A INVESTMENTS LLC	ORIGINAL TOWN LT 2 BLK 62	$ 424.96
400005085	TOWERS INVESTMENTS, LLC	ORIGINAL TOWN S 66' LT 4 & N 66' E 57' LT 3 & S 66' LT 3 BLK 62	$ 594.52
400005093	D & A INVESTMENTS LLC	ORIGINAL TOWN N 66' W 9' LT 3 & N 66' LT4 BLK 62	$ 172.58
400005107	MIDWEST PREMIER INVESTMENTS, LLC	ORIGINAL TOWN S 1/2 W 50' LT 5 BLK 62	$ 110.21
400005115	MIDWEST PREMIER INVESTMENTS LLC	ORIGINAL TOWN N 1/2 W 50' LT 5 BLK 62	$ 432.18
400005123	GRAND ISLAND APARTMENTS, LLC	ORIGINAL TOWN E 16' LT 5 & W 1/2 LT 6 BLK 62	$ 61.51
400005131	GRAND ISLAND APARTMENTS, LLC	ORIGINAL TOWN E 1/2 LT 6 & W 1/2 LT 7 BLK 62	$ 331.58
400005158	GRAND ISLAND AREA HABITAT FOR HUMANITY I	ORIGINAL TOWN E 1/2 LT 7 & ALL LT 8 BLK 62	$ -
400005166	HUENEFELD/DANIEL C & LINDA K	CITY CENTRE CONDOMINIUMS UNIT 1 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK63)	$ 1,099.01
400005168	GRAND ISLAND ENTREPRENEURIAL VENTURE LLC	CITY CENTRE CONDOMINIUMS UNIT 2 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK63)	$ 756.30
400005170	PARAMOUNT DEVELOPMENT, LLC	CITY CENTRE CONDOMINIUMS UNIT 3 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK63)	$ 1,994.16

400005172	PARAMOUNT DEVELOPMENT, LLC	CITY CENTRE CONDOMINIUMS UNIT 4 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK63)	$ 1,231.53
400005174	LL FORGY PROPERTIES, LLC	CITY CENTRE CONDOMINIUMS UNIT 5 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK63)	$ 887.25
400005182	MASONIC TEMPLECRAFT ASSO OF GI	ORIGINAL TOWN W 1/3 LT 3 & E 1/3 LT 4 BLK 63	$ -
400005190	ALCANTAR/IVAN	ORIGINAL TOWN W 2/3 LT 4 BLK 63	$ 506.76
400005204	WARDENS & VESTRYMEN OF ST	ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 1	$ -
400005212	WARDENS & VESTRY ST STEPHENS	ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 2	$ -
400005220	MATT JURGENA AGENCY, LLC	ORIGINAL TOWN S 88' LT 8 BLK 63	$ 468.83
400005239	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN N 44' LT 8 BLK 63	$ 1,265.39
400005247	YENNIFRE, LLC	ORIGINAL TOWN E 1/3 LT 1 BLK 64	$ 420.95
400005255	HAND/CRAIG C	ORIGINAL TOWN C 1/3 LT 1 BLK 64	$ 215.12
400005263	BOWEN/STEPHEN T & JACQUELINE E	ORIGINAL TOWN W 1/3 LT 1 BLK 64	$ 389.49
400005271	SCOTTIE DOG PROPERTIES, LLC	ORIGINAL TOWN E 44' LT 2 BLK 64	$ 277.88
400005298	A HIGHER PLANE PRODUCTIONS, LLC	ORIGINAL TOWN W 1/3 LT 2 BLK 64	$ 163.30
400005301	DOUBLE S PROPERTIES LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 64	$ 258.25
400005328	RAMIREZ/VANESSA JOVANNA	ORIGINAL TOWN W 2/3 LT 3 BLK 64	$ 289.45
400005336	GERDES/GALEN E & TAMERA M	ORIGINAL TOWN LT 4 BLK 64	$ 1,133.76
400005344	CITY OF G I	ORIGINAL TOWN LT 5 BLK 64	$ -
400005352	CITY OF G I	ORIGINAL TOWN LTS 6 & 7 BLK 64	$ -
400005360	WAGONER/MICHAEL	ORIGINAL TOWN N 22' LT 8 BLK 64	$ 216.64
400005379	TAYLOR/TERRY N & SUSAN M	ORIGINAL TOWN S 1/2 N 1/3 LT 8 BLK 64	$ 193.72

400005387	GRAND ISLAND AREA CHAMBER	ORIGINAL TOWN N 44' S 88' LT 8 BLK 64	$ -
400005395	CITY OF G I	ORIGINAL TOWN S 44' LT 8 BLK 64 (PARKING LOT)	$ -
400005409	HEDDE BUILDING LLC	ORIGINAL TOWN LT 1 BLK 65	$ 3,481.34
400005417	NIELSEN/PAUL C & HANNAH M	ORIGINAL TOWN E 1/3 LT 2 BLK 65	$ 269.14
400005425	TAKE FLIGHT INVESTMENTS LLC	ORIGINAL TOWN C 1/3 LT 2 BLK 65	$ 943.55
400005433	TAKE FLIGHT INVESTMENTS, LLC	ORIGINAL TOWN W 1/3 LT 2 BLK 65	$ 609.20
400005441	TAKE FLIGHT INVESTMENTS, LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 65	$ 485.14
400005468	IGLESIA EVANGELICA PENTECOSTES	ORIGINAL TOWN C 1/3 LT 3 BLK 65	$ -
400005476	SWEET DREAM LINGERIE, INC	ORIGINAL TOWN W 1/3 LT 3 BLK 65	$ 254.00
400005484	HOFFER/ALLEN & LINDA	ORIGINAL TOWN E 1/3 LT 4 BLK 65	$ 350.23
400005492	AZURE INVESTMENT GROUP, LLC	ORIGINAL TOWN W 2/3 LT 4 BLK 65	$ 2,920.46
400005506	SCOTTIE DOG PROPERTIES, LLC	ORIGINAL TOWN S 44' N 1/2 LT 5 BLK 65	$ 350.25
400005514	TAYLOR/TERRY N & SUSAN M	ORIGINAL TOWN N 22' LT 5 BLK 65	$ 176.41
400005522	J O ENTERPRISES INC	ORIGINAL TOWN S 1/2 LT 5 BLK 65	$ 297.06
400005530	J & B RENTALS LLC	ORIGINAL TOWN W 1/3 LT 6 BLK 65	$ 222.37
400005549	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN E 2/3 LT 6 BLK 65	$ 266.03
400005557	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN W 1/2 LT 7 BLK 65	$ 217.91
400005565	C & S GROUP LLC	ORIGINAL TOWN N 55' E 1/2 LT 7 & N 55' LT 8 BLK 65	$ 32.68
400005573	C & S GROUP LLC	ORIGINAL TOWN PT W 18.9' E 1/2 LT 7 & N 29.9' E 14.1' LT 7 & W 29' OF C 22' OF E1/2 LT 7 & N 29.9' OF S 55'LT 8 XC N 6' S 31.1' E 40' LT 8 BLK 65	$ 210.37
400005581	PARMLEY/DAVID J	ORIGINAL TOWN C 22' E 4' LT 7 & C 22' LT8 BLK 65	$ 263.76
400005603	C & S GROUP LLC	ORIGINAL TOWN S 25.1' E 14.1' LT 7 & S 25.1' LT 8 & N 6' S 31.1' E 40' LT 8 BLK65	$ 298.58

400005611	AZTECA MARKET LLC	ORIGINAL TOWN LTS 1 & 2 BLK 66	$ 1,180.76
400005638	FRANCO ENTERTAINMENT, LLC	ORIGINAL TOWN W 2/3 LT 3 XC W 17.5' OF S44' BLK 66	$ 393.47
400005646	HAPP'S PLACE, LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 66	$ 459.46
400005654	RISE PROPERTIES, LLC	ORIGINAL TOWN N 88' E 1/3 LT 4 BLK 66	$ 521.69
400005662	RISE PROPERTIES, LLC	ORIGINAL TOWN N 88' C 1/3 LT 4 BLK 66	$ 655.48
400005670	WING EMPIRE INC	ORIGINAL TOWN N 80' W 1/3 LT 4 BLK 66	$ 431.86
400005689	URBAN ISLAND, LLC	ORIGINAL TOWN W 17 1/2' S 44' LT 3 & N 8' S 52' W 22' & S 44' LT 4 BLK 66	$ 3,299.27
400005697	ARTISANS ALLEY, LLC	ORIGINAL TOWN W 1/3 LT 6 & ALL LT 5 BLK 66	$ 3,443.95
400005700	URBAN ISLAND, LLC	ORIGINAL TOWN E 2/3 LT 6 & W 1/3 LT 7 BLK 66	$ 2,138.56
400005719	ALL AMERICAN ROOFING, LLC	ORIGINAL TOWN E 2/3 LT 7 BLK 66	$ 343.03
400005722	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 101 (FIRST FLOOR)	$ 1,042.55
400005723	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 201 (2ND FLOOR)	$ 1,141.13
400005725	GRAND ISLAND REAL ESTATE	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 301 (3RD FLOOR)	$ 1,185.62
400005727	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 001 (BASEMENT)	$ 131.01
400005729	OLD CITY HALL COND ASSO INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME(COMMON AREA)	$ 552.43
400005735	CITY OF GI	ORIGINAL TOWN N 1/2 BLK 67	$ -
400005743	COUNTY OF HALL NEBRASKA	ORIGINAL TOWN S 1/2 BLK 67	$ -
400005751	S&V INVESTMENTS, LLC	ORIGINAL TOWN E 1/3 LT 2 & ALL LT 1 BLK 68	$ 22.89
400005786	S & V INVESTMENTS LLC	SV SUB LT 1	$ 2,260.59

400005794	BOURKE/JEFFREY & KARI	ORIGINAL TOWN W 22' LT 6 & ALL LT 5 BLK 68	$ 171.71
400005808	SMITH/JONATHAN M	ORIGINAL TOWN W 6' LT 7 & E 2/3 LT 6 BLK68	$ 497.12
400005816	SMITH/JONATHAN M	ORIGINAL TOWN E 60' LT 7 BLK 68	$ 381.47
400005824	TPCR RENTALS LLC	ORIGINAL TOWN LT 8 BLK 68	$ 337.18
400006588	WESTERBY/DOUGLAS M	ORIGINAL TOWN LT 1 BLK 77	$ 202.23
400006596	201 E 2ND LLC	ORIGINAL TOWN LT 2 BLK 77	$ 159.14
400006618	201 E 2ND LLC	ORIGINAL TOWN LTS 3 & 4 BLK 77	$ 2,019.96
400006626	CITY OF GRAND ISLAND NE	ORIGINAL TOWN LTS 5-6-7-8 BLK 77	$ -
400006685	CITY OF G I	ORIGINAL TOWN ALL BLK 78 & VAC ALLEY	$ -
400006707	EQUITABLE BLDG & LOAN ASSN/THE	ORIGINAL TOWN LT 1 BLK 79	$ 375.08
400006715	EQUITABLE BLDG & LOAN ASSN OF GI	ORIGINAL TOWN LT 2 BLK 79	$ 100.07
400006723	EQUITABLE BLDG & LOAN ASSN/THE	ORIGINAL TOWN S 44' LT 3 & S 44' LT 4 BLK 79	$ 1,177.13
400006766	EQUITABLE BLDG & LOAN ASSN OF GI	ORIGINAL TOWN N 26' 10.5 LT 8 BLK 79	$ 24.56
400006774	EQUITABLE BLDG & LOAN ASSN OF G I	ORIGINAL TOWN S 17' 1.5 N 44' LT 8 BLK 79	$ 14.34
400006782	EQUITABLE BLDG & LOAN ASSN OF G I	ORIGINAL TOWN S 88' LT 8 BLK 79	$ 100.08
400006790	CALDERON/ELISEO	ORIGINAL TOWN E 22' LT 4 & W 22' LT 3 BLK 80	$ 389.66
400006809	CALDERON/ELISEO	ORIGINAL TOWN W 44' LT 4 BLK 80	$ 433.62
400006812	NORTHWESTERN BELL TELE CO	ORIGINAL TOWN LTS 5-6-7 BLK 80	$ 203.28

400006820	NORTHWESTERN BELL TELE CO	ORIGINAL TOWN N 44' LT 8 BLK 80	$ 23.84
400006839	BZ, LLC	ORIGINAL TOWN C 1/3 LT 8 BLK 80	$ 493.05
400006847	HALL CO	ORIGINAL TOWN LTS 1-2 & E 44' LT 3 BLK 80	$ -
400006863	MITCHELL/DEREK L & RUTH E	ORIGINAL TOWN S 44' LT 8 BLK 80	$ 319.07
400006871	VICTORY BIBLE FELLOWSHIP OF THE	ORIGINAL TOWN LT 1 BLK 81	$ -
400006898	STARKEL REAL ESTATE, LLC	ORIGINAL TOWN E 2/3 LT 2 BLK 81	$ 47.69
400006901	LEFT CLICK PROPERTIES, LLC	ORIGINAL TOWN W 1/3 LT 2 BLK 81	$ 585.76
400006928	MIDNORTH CATTLE CO, LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 81	$ 170.04
400006936	ENCINGER ENTERPRISES LLC	ORIGINAL TOWN C 1/3 LT 3 BLK 81	$ 313.06
400006944	ZOUL PROPERTIES, LLC	ORIGINAL TOWN W 1/3 LT 3 & ALL 4 BLK 81	$ 640.09
400006952	HPG CORNER, LLC	ORIGINAL TOWN LT 5 BLK 81	$ 629.43
400006960	HPG CORNER, LLC	ORIGINAL TOWN LT 6 BLK 81	$ 225.72
400006979	WHEELER STREET PARTNERSHIP	ORIGINAL TOWN LT 7 & S 2/3 LT 8 BLK 81	$ 1,129.11
400006987	WHEELER ST PARTNERSHIP	ORIGINAL TOWN N 1/3 LT 8 BLK 81	$ 265.95
400007002	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LTS 1-2-3-4 & PT VAC ALLEY BLK 82	$ 661.25
400007037	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LTS 5-6-7-8 & PT VAC ALLEYBLK 82	$ 2,837.80
400007061	GRAND ISLAND HOSPITALITY LLC	ORIGINAL TOWN LTS 1 & 2 BLK 83	$ 822.72
400007088	DIAZ/JESUS SALAS	ORIGINAL TOWN LTS 3 & 4 BLK 83	$ 673.35
400007096	GRAND ISLAND APARTMENTS, LLC	ORIGINAL TOWN N 60.35' LT 5 BLK 83	$ 329.60
400007118	MATEO PEDRO/TOMAS	ORIGINAL TOWN S 71.65' LT 5 BLK 83	$ 300.79
400007126	MATEO P/TOMAS	ORIGINAL TOWN W 2/3 LT 6 BLK 83	$ 563.15

400007134	PEREZ/SYLVIA	ORIGINAL TOWN E 1/3 LT 6 & ALL LT 7 BLK 83	$	358.07
400007142	WOODEN/MICHAEL OWEN & SONYA KAY	ORIGINAL TOWN E 41' N 28' LT 8 BLK 83	$	197.03
400007150	WOODEN/MICHAEL OWEN & SONYA KAY	ORIGINAL TOWN PT N 1/3 & S 2/3 LT 8 BLK 83	$	328.68
400007169	PARK	ORIGINAL TOWN ALL BLK 84	$	-
400007177	HOPE HARBOR, INC	ORIGINAL TOWN LT 1 BLK 85 (SEE COMMENTS)	$	-
400007185	HOPE HARBOR, INC	ORIGINAL TOWN LT 2 BLK 85	$	-
400007193	HOPE HARBOR INC	ORIGINAL TOWN LTS 3 & 4 BLK 85	$	-
400007223	GRAND ISLAND LIEDERKRANZ	ORIGINAL TOWN PT LTS 1-2-3 & 4 BLK 87	$	625.39
400007304	CITY OF G I	ORIGINAL TOWN ALL BLK 88	$	-
400007312	CITY OF GRAND ISLAND	HUSAK SUB LT 2	$	-
400007320	SNH HOLDINGS, LLC	HUSAK SUB LT 1	$	458.02
400007339	HALL CO	ORIGINAL TOWN ALL FR BLK 91 & PT VAC PINE ST	$	-
400007371	SWEET/KARL	ORIGINAL TOWN E 6' N 103'& E 37' S 29' LT 2 & ALL LT 1 BLK 92	$	560.51
400007398	CITY OF G I	ORIGINAL TOWN PT LT 2 & LTS 3 & 4 BLK 92	$	-
400029022	EMERY/GREGORY D & CHARLENE A	CAMPBELL'S SUB E 51' 8 LTS 1-2-3	$	94.23
400029030	MENDOZA/WILMER	CAMPBELL'S SUB W 75'4 LTS 1-2-3	$	329.61
400029049	TWO BROTHERS, INC	CAMPBELL'S SUB LTS 4-5-6 & N 10' LT 7	$	230.89
400029057	TWO BROTHERS, INC	CAMPBELL'S SUB S 12' LT 7 & ALL LT 8	$	301.23
400029065	TWO BROTHERS INC	CAMPBELL'S SUB 32' X 127' LT 9	$	280.34
400029073	GAMEZ/ELPIDIO & ROSA	CAMPBELL'S SUB LTS 10-13	$	866.01
400039605	HALL CO	COURT HOUSE ADD LTS 1-2-3-4 & VAC ALLEY ADJ THERETO	$	-
400042169	COUNTY OF HALL NEBRASKA	HANN'S ADD TO THE CITY OF GRAND ISLAND N31' LT 2 & S 13.75' LT 1 BLK 1	$	-

400042177	COUNTY OF HALL	HANN'S FOURTH ADD TO THE CITY OF GRAND ISLAND LT 2	$ -
400042185	REYES/DAILYS	HANN'S ADD N 14' LT 3 & S 26' LT 2 BLK 1	$ 316.34
400042193	CAMPBELL/HUNTER A H & KATHLEEN A	HANN'S ADD N 7' PT LT 4 & S 43' LT 3 BLK1	$ 331.34
400042207	MORENO/MAX F	HANN'S ADD E 60' OF S 50' OF LT 4 BLK 1	$ 206.32
400042215	CAMPBELL/KATHLEEN A	HANN'S ADD W 67' OF S 50' OF LT 4 BLK 1	$ 178.54
400042525	COUNTY OF HALL	HANN'S FOURTH ADD TO THE CITY OF GRAND ISLAND LT 1	$ -
400042533	MARSH PROPERTIES LLC	HANN'S SECOND ADD S 5' OF LT 2 & ALL LT 3 BLK 4	$ 718.35
400042541	ROBLEDO/MARICELA	HANN'S FIFTH SUB LT 2	$ 284.84
400042568	MUELLER/LLOYD	HANN'S FIFTH SUB LT 1	$ 106.69
400042576	TWO BROTHERS INC	HANN'S 3RD ADD W 111' X 118' BLK 5	$ 503.21
400042584	ROSALES-MONZON/CARLOS A	HANN'S 3RD ADD N 52.5' OF E 91.9' OF BLK5	$ 285.38
400042592	ROYLE/CECILIA B	HANN'S 3RD ADD E 56' OF W 174' OF BLK 5	$ 213.58
400042606	VALENZUELA/LINDA L	HANN'S 3RD ADD S 58.5' OF E 91.9' OF BLK5	$ 363.02
400080532	HOOS INSURANCE AGENCY INC	RAILROAD ADD LT 4 & PT VAC ST BLK 97	$ 323.70
400080540	SANCHEZ/FILEMON	RAILROAD ADD N 1/2 LT 1 BLK 98	$ 75.73
400080559	SANCHEZ/FILEMON	RAILROAD ADD S 1/2 LT 1 BLK 98	$ 395.37
400080567	CHAIRMAN INVESTMENTS LLC	RAILROAD ADD LT 2 BLK 98	$ 169.75
400080575	QUINTANA-ALMORA/AGUEDO	RAILROAD ADD W 1/2 LT 3 BLK 98	$ 242.36
400080583	SCHAFER/LEE ANN	RAILROAD ADD E 1/2 LT 3 BLK 98	$ 293.95
400080591	TPCR RENTALS LLC	RAILROAD ADD N 86' LT 4 BLK 98	$ 77.76

400080605	TPCR RENTALS LLC	RAILROAD ADD S 46' LT 4 BLK 98	$ 336.03
400080613	TPCR RENTALS LLC	RAILROAD ADD LT 5 BLK 98	$ 1,773.49
400080621	TPCR RENTALS LLC	RAILROAD ADD LT 6 BLK 98	$ 446.07
400080648	BENITEZ/FLORIBERTO SANCHEZ	RAILROAD ADD W 52' LT 7 BLK 98	$ 257.35
400080656	SANCHEZ/FILEMON	RAILROAD ADD E 14' LT 7 & ALL LT 8 BLK 98	$ 524.37
400080990	SANCHEZ/FILEMON	RAILROAD ADD FR LT 1 & FR LT 2 BLK 105	$ 209.80
400081008	GRAND ISLAND APARTMENTS, LLC	RAILROAD ADD LT 3 BLK 105	$ 494.93
400081016	ROEBUCK ENTERPRISES, LLC	RAILROAD ADD LT 4 BLK 105	$ 361.94
400081040	GRAND ISLAND APARTMENTS, LLC	RAILROAD ADD LT 5 & FR LTS 6 & 7 XC CITYBLK 105	$ 2,349.07
400081059	FRIENDSHIP HOUSE INC	RAILROAD ADD LTS 1 & 2 BLK 106	$ -
400081067	C & S GROUP LLC	RAILROAD ADD LT 3 BLK 106	$ 327.08
400081075	FERNANDEZ/PEDRO	RAILROAD ADD LT 4 BLK 106	$ 404.34
400081105	MUFFLER SHOP INC/THE	RAILROAD ADD LTS 1 & 2 BLK 107	$ 679.42
400081113	MUFFLER SHOP INC/THE	RAILROAD ADD LTS 3 & 4 BLK 107	$ 192.97
400081121	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD S 2/3 LT 5 BLK 107	$ 207.01
400081148	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD N 1/3 LT 5 BLK 107	$ 267.36
400081156	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD LT 6 BLK 107	$ 310.55
400081164	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD LT 7 XC N 60' OF E 22' & XCE 29.54' OF S 71.50' BLK 107	$ 494.65
400081172	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD S 72' LT 8 & E 29.54' OF S 71.50' LT 7 BLK 107	$ 292.44
400081180	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD N 60' OF E 22' LT 7 & N 60'LT 8 BLK 107	$ 277.30
400081199	TNT INVESTMENTS LLC	RAILROAD ADD LTS 1 & 2 BLK 108	$ 596.17
400081202	SALAZAR ANGULO/LEYDIS M	RAILROAD ADD E 37' LT 3 BLK 108	$ 290.78
400081210	DOUGLAS BOOKKEEPING SERVICE INC	RAILROAD ADD W 29' LT 3 & ALL LT 4 BLK 108	$ 896.50

400081229	DONALD & JANET PLACKE LIVING TRUST	RAILROAD ADD S 88' LT 5 BLK 108	$ 138.57
400081237	DONALD & JANET PLACKE LIVING TRUST	RAILROAD ADD N 44' LT 5 BLK 108	$ 11.13
400081245	NOURELDIN/ADAM I	RAILROAD ADD LT 6 BLK 108	$ 352.01
400081253	BOSSELMAN INC	RAILROAD ADD LTS 7 & 8 BLK 108	$ 901.33
400081261	D & A INVESTMENTS, LLC	RAILROAD ADD S 61' LT 1 & S 61' LT 2 BLK109	$ 178.93
400081288	DIAZ RAMIREZ/JOSE LUIS	RAILROAD ADD N 71'LT 1 & N 71' LT 2 BLK 109	$ 220.64
400081296	ROEBUCK ENTERPRISES, LLC	RAILROAD ADD E 59.5' LT 3 BLK 109	$ 159.44
400081318	ROEBUCK ENTERPRISES, LLC	RAILROAD ADD E 52'11 LT 4 & W 6.5' LT 3 BLK 109	$ 98.64
400081326	LINDELL/TIMOTHY C	RAILROAD ADD E 52' 11 OF LT 5 & ALL LT 6BLK 109	$ 311.28
400081334	LPB, LLC	RAILROAD ADD LTS 7 & 8 BLK 109	$ 726.46
400113651	HALL CO	WESTERVELT'S SUB LTS 2-3-4 & N 48.5' LT 5	$ -
400135868	L.P.B. LLC	GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN 22' X 99' LT A	$ 166.62
400135876	EQUITABLE BUILDING & LOAN ASSOC	GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN LT B	$ 224.72
400143259	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 102	$ 190.58
400143267	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 103	$ 252.92
400143275	EQUITABLE BUILDING & LOAN ASSN/THE	THE YANCEY, A CONDOMINIUM UNIT 104	$ 545.63
400143283	PARAMOUNT DEVELOPMENT, LLC	THE YANCEY, A CONDOMINIUM UNIT 201A	$ 126.40
400143291	DEVCO INVESTMENT CORPORATION	THE YANCEY, A CONDOMINIUM UNIT 301	$ 205.04
400143305	PLEJDRUP/BRADEN	THE YANCEY, A CONDOMINIUM UNIT 302	$ 157.08
400143313	STRECK/ANDREW	THE YANCEY, A CONDOMINIUM UNIT 303	$ 192.61
400143321	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 304	$ 193.49
400143348	PARAMOUNT DEVELOPMENT, LLC	THE YANCEY, A CONDOMINIUM UNIT 305	$ 230.32

400143356	KUNTZ/JAMES A	THE YANCEY, A CONDOMINIUM UNIT 401	$ 160.36
400143364	GOMEZ/SARA	THE YANCEY, A CONDOMINIUM UNIT 402	$ 176.05
400143372	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 403	$ 171.03
400143380	GOMEZ/SARA & ANIBAL	THE YANCEY, A CONDOMINIUM UNIT 404	$ 190.88
400143399	THE A-A-RON GROUP, LLC	THE YANCEY, A CONDOMINIUM UNIT 405	$ 170.81
400143402	POWERS/YOLANDA L	THE YANCEY, A CONDOMINIUM UNIT 406	$ 169.29
400143410	THE A-A-RON GROUP, LLC	THE YANCEY, A CONDOMINIUM UNIT 407	$ 228.43
400143429	LUCE/ERIC D	THE YANCEY, A CONDOMINIUM UNIT 501	$ 160.36
400143437	CASTELLANOS/HECTOR CAMILO ACOSTA	THE YANCEY, A CONDOMINIUM UNIT 502	$ 179.75
400143445	LEISURE ISLAND RENTALS, LLC	THE YANCEY, A CONDOMINIUM UNIT 503	$ 171.03
400143453	HARTER ENTERPRISES, LLC	THE YANCEY, A CONDOMINIUM UNIT 504	$ 190.88
400143461	INFINITY REAL ESTATE, LLC	THE YANCEY, A CONDOMINIUM UNIT 505	$ 212.88
400143488	HARTER ENTERPRISES, LLC	THE YANCEY, A CONDOMINIUM UNIT 506	$ 169.29
400143496	ALEXANDER/WENDY L	THE YANCEY, A CONDOMINIUM UNIT 507	$ 159.90
400143518	ROE/JIM GAYLORD & ADRIANA	THE YANCEY, A CONDOMINIUM UNIT 601	$ 160.36
400143526	ROE/JIM GAYLORD & ADRIANA	THE YANCEY, A CONDOMINIUM UNIT 602	$ 179.75
400143534	POST/KAELEIGH	THE YANCEY, A CONDOMINIUM UNIT 603	$ 171.03
400143542	JOHNSTON/ANDREW COLE	THE YANCEY, A CONDOMINIUM UNIT 604	$ 133.62
400143550	NELSON/DEAN A	THE YANCEY, A CONDOMINIUM UNIT 605	$ 170.81
400143569	LEE/EVAN E & TEREASA T MCDONALD	THE YANCEY, A CONDOMINIUM UNIT 606	$ 169.29
400143577	PORTER/MARK	THE YANCEY, A CONDOMINIUM UNIT 607	$ 228.43

400143585	PARAMOUNT DEVELOPMENT, LLC	THE YANCEY, A CONDOMINIUM UNIT 701	$ 160.36
400143593	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 702	$ 179.75
400143607	CLJAM, LLC	THE YANCEY, A CONDOMINIUM UNIT 703	$ 171.03
400143615	LEISURE ISLAND RENTALS, LLC	THE YANCEY, A CONDOMINIUM UNIT 704	$ 190.88
400143623	SEADREAM ENTERPRISES, LLC	THE YANCEY, A CONDOMINIUM UNIT 705	$ 170.81
400143631	WRIGHT/ALEXIA K	THE YANCEY, A CONDOMINIUM UNIT 706	$ 169.29
400143658	SABELS/MARTIN C	THE YANCEY, A CONDOMINIUM UNIT 707	$ 228.43
400143666	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 801	$ 160.36
400143674	APPEL/AUSTIN	THE YANCEY, A CONDOMINIUM UNIT 802	$ 179.75
400143682	ZAVALA/VINCENT & SHARON	THE YANCEY, A CONDOMINIUM UNIT 803	$ 194.80
400143690	NESIBA TRUST	THE YANCEY, A CONDOMINIUM UNIT 804	$ 259.64
400143704	POWERS/YOLANDA L	THE YANCEY, A CONDOMINIUM UNIT 805	$ 208.49
400143712	POWERS/YOLANDA L	THE YANCEY, A CONDOMINIUM UNIT 806	$ 247.49
400143720	PARAMOUNT DEVELOPMENT, LLC	THE YANCEY, A CONDOMINIUM UNIT 901	$ 160.36
400143739	LEISURE ISLAND RENTALS, LLC	THE YANCEY, A CONDOMINIUM UNIT 902	$ 179.75
400143747	DETLEFSEN/DARRELL F & LISA	THE YANCEY, A CONDOMINIUM UNIT 903	$ 136.36
400143755	NICKERSON/MITCHELL & SUSAN	THE YANCEY, A CONDOMINIUM UNIT 904	$ 259.64
400143763	DIZMANG/TAMMY L	THE YANCEY, A CONDOMINIUM UNIT 905	$ 145.95
400143771	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 906	$ 247.49
400143798	KLEIN/MARTIN R	THE YANCEY, A CONDOMINIUM UNIT 1001	$ 160.36

400143801	HARTER ENTERPRISES, LLC	THE YANCEY, A CONDOMINIUM UNIT 1002	$ 179.75
400143828	LEISURE ISLAND RENTALS, LLC	THE YANCEY, A CONDOMINIUM UNIT 1003	$ 194.80
400143836	WHITEHEAD/DIANA L	THE YANCEY, A CONDOMINIUM UNIT 1004	$ 259.64
400143844	YENNIFRE, LLC	THE YANCEY, A CONDOMINIUM UNIT 1005	$ 208.49
400143852	ADEN/STEVEN G	THE YANCEY, A CONDOMINIUM UNIT 1006	$ 247.49
400143860	HINRICHS/DARRELL D & MARLENE	THE YANCEY, A CONDOMINIUM UNIT 1101	$ 160.36
400143879	MUSQUIZ/LARRY J	THE YANCEY, A CONDOMINIUM UNIT 1102	$ 179.75
400143887	BUCKLEY/LYNN A	THE YANCEY, A CONDOMINIUM UNIT 1103	$ 136.36
400143895	PERFORMANCE PLUS LIQUIDS INC	THE YANCEY, A CONDOMINIUM UNIT 1104	$ 259.64
400143909	BOLEY/LOREN E	THE YANCEY, A CONDOMINIUM UNIT 1105	$ 208.49
400143917	AULNER/KRISTINE	THE YANCEY, A CONDOMINIUM UNIT 1106	$ 247.49
400144247	HOME FEDERAL SAVINGS & LOAN ASSN	HANN'S FOURTH ADD LT 3	$ 1,658.50
400287218	ARTVEST III	THE YANCEY, A CONDOMINIUM UNIT 002	$ 56.04
400287226	ARTVEST III	THE YANCEY, A CONDOMINIUM UNIT 001	$ 126.98
400287390	NEXT INVESTMENTS, LLC	ORIGINAL TOWN W 18.9' OF E 33' OF S 25.1' LT 7 BLK 65	$ 134.37
400292963	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 101	$ 76.98
400292971	PARAMOUNT DEVELOPMENT, LLC	THE YANCEY, A CONDOMINIUM UNIT 201B	$ 49.75
400292998	PARAMOUNT DEVELOPMENT, LLC	THE YANCEY, A CONDOMINIUM UNIT 201C	$ 165.62
400293005	PARAMOUNT DEVELOPMENT, LLC	THE YANCEY, A CONDOMINIUM UNIT 201D	$ 27.92
400294982	HOME FEDERAL SAVINGS & LOAN	ORIGINAL TOWN PT LTS 1-2-3-4-7 & ALL 5 &6 & PT VACATED ALLEY BLK 89	$ 400.65

400325705	CALDERON/ELISEO	JENSEN SUB LT 2	$ 122.41
400367009	IGLESIA EVANGELICA PENTECOSTES	ZILLER SUB LT 2	$ -
400401681	HALL COUNTY	WESTERVELT'S SUB VACATED COURT ST	$ -
400467186	GRAND ISLAND LIEDERKRANZ	ORIGINAL TOWN PT LTS 1-2-3 & 4 BLK 87	$ -
400475235	CITY OF GRAND ISLAND	PARKING RAMP SUB TO THE CITY OF GRAND ISLAND LTS 1-2-& 3	$ -
400524060	CITY OF GRAND ISLAND	ORIGINAL TOWN VAC WHEELER AVE BETWEEN LT 5 BLK 56 & LT 8 BLK 57 RIGHT-OF-WAY ONLY	$ -
			$155,060.90

Adopted by the City Council of the City of Grand Island, Nebraska, on September 8, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 8.b.

Subject: #2026- BE- 3 - Consideration of Determining Benefits for 4th Street Business Improvement District

Staff Contact: Chelsey Steinke

BACKGROUND: On September 12,2023 the City Council adopted Ordinance #9941 creating the 4th Street Business Improvement District (BID). The created ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The created Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. The 2026-2027 budget provides for a total special assessment of $40,000.City Council met on July 14, 2026 to approve the budget and set the Board of Equalization date of September 8, 2026.

DISCUSSION: The 4th Street BID was created as a perpetual entity. In this district, assessments are paid by property owners based 100% of the assessed value on the County assessor's valuation of the property. City code section 13-95(C) states Council may lower the amount of assessment for owner-occupied properties. The attached list of 4 property owners filed proper documentation with the Finance Department for the 30% eligible reduction. The original request is for $40,000. If approved the reductions equal $318.66, reducing the request to $39,681.34. Owners will be billed for the assessment after approval by City Council sitting as the Board of Equalization on September 08, 2026.

FISCAL IMPACT: No Fiscal Impact to the City.

ALTERNATIVES: It appears that the Council in capacity of the Board of Equalization has the following alternatives concerning the issue at hand. The Council/BOE 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 presented in this motion

RECOMMENDATION: City Administration recommends that the Board of Equalization

approve the proposed Special Assessments for the 4th St. BID.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:
1. Reduction Requests
2. Resolution

2026-2027 Letters from property owners of the 4th Street BID requesting 30% reduction in Valuation.							
Parcel ID	Name	Address	Current Taxable Valuation	Reduced Taxable Valuation	Percent Owner Occupied	100% Assessed amount	70% Assessed amount
400003376	Sam & Kay Grimminger	381 N Walnut St	$ 217,892.00	$ 185,208.20	50%	$ 564.29	$ 479.65
400002159	JOT Properties	214 E 4th St	$ 92,533.00	$ 71,671.01	75%	$ 259.19	$ 200.75
400003066	PEDRO/MIGUEL MATEO	608-610 W 4TH ST	$ 253,950.00	$ 215,857.50	50%	$ 644.97	$ 548.22
400003058	Santiago Raymundo	614 W 4th St	$ 103,471.00	$ 72,429.70	100%	$ 262.79	$ 183.95

R E S O L U T I O N 2026-BE-3

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for 4th Street Park Business Improvement District, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of $39,681.34; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within 4th Street Business Improvement District, such benefits are the sums set opposite the several descriptions as follows:

OWNER	LEGAL NAME	ASSESSMENT
MIDWEST PREMIER INVESTMENTS LLC	ORIGINAL TOWN W 22' LT 6 & ALL LT 5 BLK 29	193.74
MARTINEZ/FRANCISCO GOMEZ	ORIGINAL TOWN E 44' LT 6 BLK 29	399.19
JOT PROPERTIES LLC	ORIGINAL TOWN W 2/3 LT 7 BLK 29	200.75
LOBO/GLENDA L & BEN	ORIGINAL TOWN E 22' LT 7 & ALL LT 8 BLK 29	434.40
LETY GARCIA ENTERPRISES, LLC	ORIGINAL TOWN LT 5 BLK 30	791.11
TR ELECTRICAL CONTRACTOR, LLC	ORIGINAL TOWN LT 6 BLK 30	794.84
ROMERO/ANASTACIO & REYNA	ORIGINAL TOWN LT 7 BLK 30	391.50
LAMEXICANA INC	ORIGINAL TOWN LT 8 BLK 30	176.26
J O ENTERPRISES INC	CSG SUB LT 1	628.14
LA MILAGROSA SUPER MARKET, LLC	ORIGINAL TOWN E 44' LT 6 BLK 31	364.23
118 WEST 4TH STREET, LLC	ORIGINAL TOWN W 22' LT 6 BLK 31	515.14
NITZEL & COMPANY	NITZEL SUB W 22' LT 1	225.13
NITZEL & COMPANY	NITZEL SUB E 45.10' OF LT 1	305.21
EL PALENQUE INC	NITZEL SUB S 73.33' OF LT 2 & N 58.67' OF W 12.53' OF LT 2	865.64
MITCHELL/JAMES G & CHARL ANN	ORIGINAL TOWN E 22' LT 5 BLK 32	134.56
MITCHELL/JAMES G	ORIGINAL TOWN W 44' OF S 60' LT 5 BLK 32	247.75
MITCHELL/JAMES G & CHARL ANN	ORIGINAL TOWN S 37.2' OF N 72' OF W 44' LT 5 BLK 32	118.96
MAYHEW/SUSAN A	ORIGINAL TOWN N 34.8' OF W 44' LT 5 BLK 32	142.23
JMR ENTERPRISES LLC	JMR SUB LT 1	190.22

GAMEZ/ELPIDIO & ROSA	JMR SUB LT 2	348.30
HERNANDEZ/NANCY	ORIGINAL TOWN LT 7 BLK 32	462.54
HERNANDEZ/NANCY	ORIGINAL TOWN LT 8 BLK 32	49.78
AGUILAR PRINTING INC	ORIGINAL TOWN LT 5 BLK 33	437.57
AGUILAR PRINTING INC	ORIGINAL TOWN LT 6 BLK 33	41.30
MIDWEST PREMIER INVESTMENTS LLC	ORIGINAL TOWN LT 7 BLK 33	318.13
LINGEMAN/MICHAEL J	ORIGINAL TOWN LT 8 BLK 33	365.20
SANCHEZ/AGUSTIN & RODRIGO	ORIGINAL TOWN W 43.5' OF S 80' LT 5 BLK 34	645.85
SANTOS/FELIX ALBA	ORIGINAL TOWN E 22.5' OF S 80' & E 13' OF N 52' LT 5 & THAT PART 9' X 12' BLK 34	170.94
MCCURDY/DAWN J	ORIGINAL TOWN N 52' OF LT 5 XC E 13' OF N 52' & XC THAT PART 9' X 12' BLK 34	257.70
MANRIQUEZ/ARIOSTO	ORIGINAL TOWN E 29'4 LT 6 BLK 34	139.19
KADAR REAL ESTATE, LLC	ORIGINAL TOWN W 36'8 LT 6 BLK 34	345.35
ROMERO/ANASTACIO & REYNA	ORIGINAL TOWN LT 7 BLK 34	244.81
RAWLINGS/TERRY & ALMA	ORIGINAL TOWN LT 8 BLK 34	530.01
INTERNATIONAL CHURCH OF THE FOUR	ORIGINAL TOWN LT 5 BLK 35	355.08
MIDWEST PREMIER INVESTMENTS LLC	ORIGINAL TOWN LT 6 BLK 35	445.83
PONCE/TEODOLINDA	ORIGINAL TOWN LT 7 BLK 35	336.31
SOLORZANO-IBAL/JUAN	ORIGINAL TOWN N 66' LT 8 BLK 35	212.18
GRAND ISLAND APARTMENTS, LLC	ORIGINAL TOWN S 1/2 LT 8 BLK 35	408.94
J R ENTERPRISES LLC	ORIGINAL TOWN LT 5 BLK 36	462.07
RAYMUNDO/SANTIAGO T	ORIGINAL TOWN LT 6 BLK 36	183.95
PEDRO/MIGUEL MATEO	ORIGINAL TOWN LT 7 XC E 14' OF S 80' & W6' N 52' LT 8 BLK 36	548.22
VASQUEZ/MAGDALENO & ARACELI	ORIGINAL TOWN W 36' S 80' LT 8 & E 14' S80' LT 7 BLK 36	305.14
CARREON/MANUEL M & SUSAN M	ORIGINAL TOWN E 60' OF N 52' LT 8 BLK 36	239.68
SANCHEZ/RODRIGO	ORIGINAL TOWN S 80' OF E 30' LT 8 BLK 36	404.45
AVILA/DOUGLAS	ORIGINAL TOWN N 44' LT 1 BLK 37	152.82
LANZENDORF HOLDINGS LTD	ORIGINAL TOWN S 88' LT 1 & E 22' S 66' LT 2 BLK 37	371.50
LANZENDORF HOLDINGS LTD	ORIGINAL TOWN N 66' OF E 22' LT 2 BLK 37	101.50
MANRIQUEZ/ARIOSTO	ORIGINAL TOWN W 44' LT 2 BLK 37	294.83
ALAMILLA/MIGUEL R	ORIGINAL TOWN E 1/2 LT 3 BLK 37	327.16
BLENDER LLC	ORIGINAL TOWN W 1/2 OF LT 3 & ALL LT 4 BLK 37	583.72
ARIA DE SANCHEZ/MARIA D	ORIGINAL TOWN LT 1 BLK 38	556.18

FERREIRA/GUSTAVO HURTADO	ORIGINAL TOWN LT 2 BLK 38	481.38
BANDASACK/CHANH	ORIGINAL TOWN LTS 3 & 4 BLK 38	668.33
GARCIA-ORTIZ/JUAN I	ORIGINAL TOWN S 44' LT 1 & S 44' LT 2 BLK 39	735.59
GARCIA-ORTIZ/JUAN I	ORIGINAL TOWN N 22' OF S 88' LT 1 & N 22' OF E 5' OF S 88' LT 2 BLK 39	85.99
GARCIA-ORTIZ/JUAN I	ORIGINAL TOWN N 44' OF S 88' OF LTS 1 & 2 XC N 22' S 88' LT 1 XC N 22' E 5' OF S88' LT 2 BLK 39	262.96
GARCIA-ORTIZ/JUAN I	ORIGINAL TOWN N 44' LT 1 & N 44' LT 2 BLK 39	341.09
HAMIK FAMILY. LLC	HOMETOWN SECOND SUB LT 1	1766.64
BRAVO MANAGEMENT, LLC	HOMETOWN THIRD SUB LT 2	349.18
YENNY/GAIL J	ORIGINAL TOWN LTS 1 & 2 & PT VAC ST BLK 40	317.22
TUXHORN INVESTMENTS LLC	ORIGINAL TOWN LT 3 BLK 40	445.10
SAM & KAY GRIMMINGER	ORIGINAL TOWN N 22' OF N 1/2 LT 4 BLK 40	301.54
SAM & KAY GRIMMINGER	ORIGINAL TOWN C 22' OF N 1/2 LT 4 BLK 40	250.16
SAM & KAY GRIMMINGER	ORIGINAL TOWN S 22' OF N 1/2 LT 4 BLK 40	479.65
ALVARADO/MILDRED J & JOSE	ORIGINAL TOWN N 44' OF S 1/2 LT 4 BLK 40	224.00
KHAMMALY/APHIDET & ANNIE	ORIGINAL TOWN S 22' LT 4 BLK 40	223.91
GAUTHIER/CLARK	ORIGINAL TOWN PT VAC LOCUST ST & LT 1 BLK 41	215.46
ROTH/DONNA F	ORIGINAL TOWN LT 2 BLK 41	299.56
BANDASACK/CHANH & SIPHANH	ORIGINAL TOWN LT 3 BLK 41	687.81
BANDASACK/CHANH & SIPHANH	SITTLER'S SUB LT 2	101.24
EBC OBERMILLER, LLC	AJM SECOND SUB LT 2	1565.40
GRAND ISLAND UTILITIES DEPT	ORIGINAL TOWN LT 3 BLK 42 PARKS DEPT	97.05
KAISER/GINA A	ORIGINAL TOWN S 22' N 66' LT 1 & S 22' N66' OF E 1/3 LT 2 BLK 42	135.97
COMMUNITY REDEVELOPMENT AUTH	AJM SECOND SUB LT 1	0.00
KAISER/GINA A	ORIGINAL TOWN N 22' 6.5 LT 1 & N 22' 6.5E 1/3 LT 2 BLK 42	194.69
KAISER/GINA A	ORIGINAL TOWN S 21' 5.5 OF N 44' LT 1 & S 21' 5.5 OF N 44' OF E 1/3 LT 2 BLK 42	337.57
GAUTHIER/CLARK A	KNOTT'S SECOND SUB LT 2	522.01
GAUTHIER/CLARK A	KNOTT'S SECOND SUB LT 1	147.00
GRAND ISLAND UTILITIES DEPT	ORIGINAL TOWN LTS 5-6-7 & 8 BLK 42	193.35
LAMEXICANA INC	ORIGINAL TOWN LTS 1-2-3 & 4 BLK 43	1064.17
MURCIA/MISAEL DE JESUS	ORIGINAL TOWN LTS 5-6-7 & 8 BLK 43	665.90
CITY OF G I	ORIGINAL TOWN RIGHT-OF-WAY ONLY	60.34
JOT PROPERTIES LLC	JOT SUBDIVISION LOT 1	419.90
LUVIANO/PEDRO LEON	JOT SUBDIVISION LOT 2	683.55
LUVIANO/PEDRO LEON	ORIGINAL TOWN N 43.55' X 83' LT 4 BLK 44	59.13

LUVIANO/PEDRO LEON	ORIGINAL TOWN XC NW COR PT LT 4 BLK 44	348.09
HLK LLC	RAILROAD ADD LT 1 BLK 110	386.62
HARTFORD/KENNETH L	RAILROAD ADD LT 2 BLK 110	437.33
PEREZ/ELMER L	HUMMEL SUB LT 1	60.34
SANCHEZ/FILEMON & AGUSTIN	HUMMEL SUB LT 2	50.27
SANCHEZ/FILEMON & AGUSTIN	HUMMEL SUB LT 3	140.65
PEREZ/ELMER L	HUMMEL SUB LT 4	423.55
LETY GARCIA ENTERPRISES, LLC	RAILROAD ADD LT 6 BLK 111	864.06
MONAD LLC	RAILROAD ADD LT 7 BLK 111	346.62
ZUMAYA/ALENJANDRO & MARGARITA	RAILROAD ADD S 88.95' LT 8 BLK 111	265.29
SANCHEZ/MARY	RAILROAD ADD N 43.05' LT 8 BLK 111	206.84
LETY GARCIA ENTERPRISES, LLC	ROLLINS ADD FR LT 5 BLK 17	792.12
DOCK/THE	IOLL: ON UNION PACIFIC RR ROW ADJ BLK 54 OT LAN DOWNER:UNION PACIFIC RAILROAD	814.88
GAUTHIER/CLARK	IOLL: ON SOUTH OF BL K 42 O.T. MT 16-11-9 LANDOWNER: UNION P ACIFIC RAILROAD	330.89
UNION PACIFIC RAILROAD	MISCELLANEOUS TRACTS 16-11-9 TO THE CITYOF GRAND ISLAND PT NE 1/4	0.00
JACINTO-REYNOSO/JOSE	GRIMMINGER SUB LT 2	325.71
EL PALENQUE INC	NITZEL SUB N 58.67' OF E 53.1' OF LT 2	98.19
BANDASAK/CHANH & SIPHANH	SITTLER'S SUB LT 1	230.93
ROMERO/ANASTACIA & REYNA	CSG SUB LT 2	369.03
AKIN/BRANDON	HOMETOWN THIRD SUB LT 1	348.81
SAM & KAY GRIMMINGER	GRIMMINGER SUB LT 1	62.40
ALCANTAR/EDGAR	IOLL: ON SO OF BLK 39 O.T. 16-11-9 MISC TRACTS LANDOWNER:UPRR ROW	630.63
		$ 39,681.34

Adopted by the City Council of the City of Grand Island, Nebraska, on September 8, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 8.c.

Subject: #2026- BE- 4 - Consideration of Determining Benefits for Fonner Park Business Improvement District

Staff Contact: Chelsey Steinke

BACKGROUND: On February 14, 2017, the City Council adopted Ordinance #9622 creating the Fonner Park Business Improvement District (BID). The creating ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. The Fonner Park BID Board met and approved the 2026-2027 budget which provides for special assessments in the amount $55,450. On July 14, 2026, City Council approved the BID budget and set the date for Board of Equalization as September 8, 2026.

DISCUSSION: The reformation of the Fonner Park BID that occurred in 2017 created the South Locust BID as a perpetual entity. In this district, assessments are paid by property owners based on the front footage of the property. The Fonner Park BID met on August 11, 2025 and voted to forward their budget to the Board of Equalization and City Council. Owners are billed for the assessment after approval by City Council sitting as the Board of Equalization on September 8, 2026. The budgeted assessments of $55,450 will be charged to property owners in the district based on their front footage.

FISCAL IMPACT: There is no fiscal impact to the City.

ALTERNATIVES: It appears that the Council in capacity of the Board of Equalization has the following alternatives concerning the issue at hand. The Council/BOE 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 presented in this motion

RECOMMENDATION: City Administration recommends that the Board of Equalization

approve the proposed Special Assessments for the Fonner Park BID.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:
2. Resolution

R E S O L U T I O N 2026-BE-4

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Fonner Park Business Improvement District, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of $55,450.00; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within Fonner Park Business Improvement District, such benefits are the sums set opposite the several descriptions as follows:

OWNER	**LEGAL NAME**	**ASSESSMENT**
EDWARDS BUILDING CORP	JANISCH SUB PT LT 1	1349.99
DSVK NC, LLC	BROWNELL SUB LT 1 XC ROW TO CITY	562.50
WILTGEN CORP II	KIRKPATRICK SUB LT 5	794.58
WILTGEN CORP II	KIRKPATRICK SUB LT 6	780.75
ROEBUCK ENTERPRISES, LLC	LABELINDO SECOND SUB PT LT 1 XC 18.3 FT TO CITY	3143.69
ZANA/JAMES SCOTT	R & R SUB PT LT 1	1584.11
CASEY'S RETAIL CO	PLEASANT HOME SUB XC CITY E 1/2 OF S 1/2BLK 9	1582.08
LOCUST STREET LLC	STAAB ESTATES SUB LOT 1	2262.03
OBERG/DANNY K	ROEPKE SUB PT LT 2 & PT LT 1	1738.12
OBERG/DANNY K	ROEPKE SECOND SUB PT LT 1	511.87
EDWARDS BUILDING CORP	FONNER SUB LT 1 XC CITY	1687.49
BOSSELMAN REAL ESTATE LLC	BOSSELMAN BUSINESS PARK SECOND SUB LT 2	572.06
BOSSELMAN REAL ESTATE LLC	BOSSELMAN BUSINESS PARK SECOND SUB LT 1	3421.45
RMA INVESTMENTS, LLC	FONNER SECOND SUB XC CITY LT 5	2250.10
RMA INVESTMENTS, LLC	FONNER SECOND SUB XC CITY LT 6	4499.98
ROEBUCK ENTERPRISES, LLC	SOUTHEAST COMMONS BUSINESS CONDOS UNIT 1	259.16
ROEBUCK ENTERPRISES, LLC	SOUTHEAST COMMONS BUSINESS CONDOS UNIT 2	321.98
ROEBUCK ENTERPRISES, LLC	SOUTHEAST COMMONS BUSINESS CONDOS UNIT 3	291.15
ROEBUCK ENTERPRISES, LLC	SOUTHEAST COMMONS BUSINESS CONDOS	309.61

	UNIT 4	
LEACH INVESTMENT PROPERTIES, LLC	SOUTHEAST COMMONS BUSINESS CONDOS UNIT 5	989.52
ROEBUCK ENTERPRISES, LLC	SOUTHEAST COMMONS BUSINESS CONDOS UNIT 6	275.55
ROEBUCK ENTERPRISES, LLC	SOUTHEAST COMMONS BUSINESS CONDOS UNITS 7, 8 & 9	331.69
ROEBUCK ENTERPRISES, LLC	SOUTHEAST COMMONS BUSINESS CONDOS UNIT 10	1001.33
MAHAKAL, LLC	FONNER THIRD SUB REPLATTED PT LT 3	1575.11
LOCUST STREET LLC	STAAB ESTATES SUB LT 2	2992.37
REILLY/MICHAEL J & CAREY M	JNW SUB LT 1	1732.49
ROEBUCK ENTERPRISES, LLC	NEBRASKA WASH SUB LT 1	1861.75
SAX PIZZA OF AMERICA INC	SAX'S SECOND SUB LT 2	787.61
BRADDY/CINDY	MISCELLANEOUS TRACTS XC TO CITY 21-11-9 PT SE 1/4 SE 1/4 .78 AC	1511.21
AREC 7, LLC	MISCELLANEOUS TRACTS 21-11-9 XC CITY PT SE 1/4 SE 1/4 1.17 AC	2252.69
SAX PIZZA OF AMERICA INC	SAX'S SECOND SUB LT 1	1829.35
GOODWILL INDUST OF GREATER NEBR	GOODWILL SIXTH SUB LT 2	2036.02
HALL COUNTY LIVESTOCK IMPROVEMENT ASSN	MISCELLANEOUS TRACTS 22-11-9 TO THE CITYOF GRAND ISLAND PT SW 1/4 SW 1/4 & PT NW1/4 SW 1/4 XC .15 A CITY & 1.03 AC FONNER RD XC .05 AC CITY XC .98 AC CITY	3577.48
SANCHEZ/FILEMON	R & R SUB PT LT 2	1566.67
BOSSELMAN REAL ESTATE, LLC	BOSSELMAN BUSINESS PARK SECOND SUB LT 3	3206.46
		55,450.00

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Adopted by the City Council of the City of Grand Island, Nebraska, on September 8, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 8.d.

Subject: #2026- BE- 5 - Consideration of Determining Benefits for South Locust Business Improvement District

Staff Contact: Chelsey Steinke

BACKGROUND: On February 14, 2017, the City Council adopted Ordinance #9623 creating the South Locust Business Improvement District (BID). The creating ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The created Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. The South Locust BID Board met and approved the 2026-2027 budget which provides for special assessments in the amount $104,617. On July 14, 2026, City Council approved the BID budget and set the date for Board of Equalization as September 8, 2026.

DISCUSSION: The reformation of the South Locust BID that occurred in 2017 created the South Locust BID as a perpetual entity. In this district, assessments are paid by property owners based on the front footage of the property. Owners are billed for the assessment after approval by City Council sitting as the Board of Equalization on September 8, 2026. The budgeted assessments of $104,617 will be charged to property owners in the district based on their front footage.

FISCAL IMPACT: There is no fiscal impact to the City.

ALTERNATIVES: It appears that the Council in capacity of the Board of Equalization has the following alternatives concerning the issue at hand. The Council/BOE 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 presented in this motion

RECOMMENDATION: City Administration recommends that the Board of Equalization

approve the proposed Special Assessments for the South Locust BID.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:
2. Resolution

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

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for South Locust Business Improvement District, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of $104,617.00; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within South Locust Park Business Improvement District, such benefits are the sums set opposite the several descriptions as follows:

PARCEL	OWNER	LEGAL	ASSESSMENT
400028824	MMY HOSPITALITY LLC	BURCH SUB W 273' LT 1 XC CITY	$1,507.40
400028832	CASEY'S RETAIL COMPANY	BURCH SUB W 125' LT 2-3-4 XC CITY	$1,937.69
400028840	TBARE HOLDINGS, LLC	BURCH SUB LT 5 XC CITY	$1,291.07
400028859	MCDONALD'S USA, LLC	BURCH SECOND SUB LT 1 XC CITY	$1,508.69
400045478	THE EATING ESTABLISHMENT	RUNZA SUB LT 1 XC CITY	$1,601.79
400045494	GAMEZ/ROSA & ELPIDIO	R & L WILLIS SUB LT 2	$2,152.94
400045508	RONALD J & LORI D WILLIS TRUST	HOLCOMB'S HIGHWAY HOMES LT 14 XC CITY	$1,173.33
400045516	ROYELLE INC	HOLCOMB'S HIGHWAY HOMES LT 15 XC CITY	$1,173.33
400045524	ROYELLE INC	BARTZ SUB LT 1	$1,173.33
400045559	DUNNSTAR HOLDINGS, LLC	SHOVLAIN SECOND SUB LT 3	$1,840.72
400045567	CARPENTER REAL ESTATE INC	HOLCOMB'S HIGHWAY HOMES S 52' LT 19 & N 1' LT 20	$570.52
400045575	CARPENTER REAL ESTATE INC	HOLCOMB'S HIGHWAY HOMES S 108' LT 20 XC CITY	$1,162.57
400045583	MAI & DO PROPERTIES, LLC	HOLCOMB'S HIGHWAY HOMES N 60' LT 22 XC CITY	$645.86
400045591	SYSASO, LLC	HOLCOMB'S HIGHWAY HOMES LT 21 XC CITY	$1,173.33

400045605	DA-LY PROPERTIES LLC	HOLCOMB'S HIGHWAY HOMES N 12' LT 24 XC CITY & S 98' LT 23 XC CITY	$1,184.09
400045613	MAI & DO PROPERTIES, LLC	HOLCOMB'S HIGHWAY HOMES S 49' LT 22 & N 11' LT 23 XC CITY	$645.97
400045621	LLAMAS JR/MOISES	HOLCOMB'S HIGHWAY HOMES ADDITION S 97' LT 24 XC CITY & N 38' LT 26 XC CITY & ALL 25 XC CITY	$2,626.38
400045648	ALLSTATE BK REAL ESTATE HOLDINGS, LTD	HOLCOMB'S HIGHWAY HOMES N 79' LT 27 XC CITY & S 71' LT 26 XC CITY	$1,614.70
400060965	GI LODGING, LLC	MATTHEWS SUB PT LT 25 XC CITY	$2,921.71
400060973	NMN EXPRESS, INC	GARRISON SUB LT 1 XC CITY	$2,487.65
400063158	CITY OF GRAND ISLAND	MIL-NIC SECOND SUB TO THE CITY OF GRAND ISLAND LT 1	$-
400063166	CALM NIGHTS LLC	MIL-NIC SECOND SUB LT 2	$2,943.23
400086468	PAULSEN AND SONS INC	ROUSH'S PLEASANTVILLE TERRACE SUB LTS 1 & 28 XC	$2,153.04
400092026	ALCANTAR/EDGAR F	SHOVLAIN SECOND SUB LT 2	$1,119.52
400142988	CARPENTER/JONADYNE A	WOODLAND FIRST SUB LT 1 200' X 400' XC CITY	$2,201.80
400142996	CARPENTER/JONADYNE A	WOODLAND FIRST SUB LT 2 200' X 400' XC CITY	$2,152.94
400143003	VISIONCOMM VENDING, INC	WOODLAND FIRST SUB LT 3 XC CITY	$2,153.15
400143011	OBERG/DANNY K	WOODLAND FIRST SUB LT 4 XC CITY	$2,142.17
400143038	BOURKE/JEFFREY T & KARI K	WOODLAND FIRST SUB LT 5 XC CITY	$2,153.15
400143054	RASMUSSEN JR/RICHARD S	WOODLAND FIRST SUB N 50' OF E 260' LT 6 XC CITY	$536.51
400143062	PAM'S RENTALS LLC	WOODLAND FIRST SUB S 126' OF E 260' LT 6XC CITY	$1,362.64
400143070	ALPHA CORP	WOODLAND FIRST SUB E 260' LT 8 XC CITY	$2,310.72
400143127	SOUTHEAST CROSSINGS LLC	WOODLAND SECOND SUB LT 11 XC CITY	$5,761.40
400143178	HASSAN AL-AHDAL/HAFDALLA	WOODLAND SECOND SUB LT 8	$1,609.32
400143186	CARPENTER REAL ESTATE INC	WOODLAND SECOND SUB LT 9	$1,614.38

400143194	BNB REAL ESTATE, LLC	WOODLAND SECOND SUB LT 10	$1,704.35
400143208	RASMUSSEN JR/RICHARD S	WOODLAND THIRD SUB LT 1 XC N 25' OF E 260' XC CITY	$806.33
400143216	ATERRA 178, 2824 S LOCUST, GRAND	WOODLAND THIRD SUB N 25' OF E 260' LT 1 XC CITY & LT 2 XC CITY	$1,344.46
400143232	TASK VENTURES, LLC	WOODRIDGE SOUTH SUB LT 1 XC CITY	$2,697.52
400143240	TRIUS FEDERAL CREDIT UNION	WOODRIDGE SOUTH SUB LT 2 XC CITY	$1,128.77
400148382	AVADH, LLC	SOUTH POINTE SUB LT 1	$2,663.73
400148390	SARASWATI LLC	MISCELLANEOUS TRACTS 27-11-9 PT N 1/2 SW1/4 SW 1/4 3.03 A	$5,442.83
400148412	PLATTE VALLEY STATE BANK &	EQUESTRIAN MEADOWS SUB LT 1	$1,920.79
400148415	GRAND ISLAND UTILITIES DEPT	CITY OF GRAND ISLAND UTILITIES LOCUST WELL	$-
400148439	ROBB/THEODORE J	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 SW 1/4 XC CITY 5.08 AC	$3,642.58
400148447	THE GRAND ISLAND EXTENDED STAY, LLC	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 SW 1/4 PT LT 4 ISLAND XC CITY 4.85 AC	$3,462.95
400148471	INVESTMENT PROPERTY HOLDINGS, LLC	KNOX SUB LOT 1 XC CITY	$1,509.01
400148528	ALL FAITHS PROPERTIES, LLC	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 NW 1/4 SW 1/4 2.34 AC	$2,579.03
400148714	RONALD J & LORI D WILLIS TRUST	MISCELLANEOUS TRACTS 28-11-9 PT NE 1/4 NE 1/4 XC CITY .445 AC	$1,076.47
400151340	ROBB/MASON D	KNOX THIRD SUB LT 2 XC CITY	$1,124.36
400207924			$-
400347849	ROBB/TED	KNOX THIRD SUB LT 3 XC CITY	$830.33
400350548	COMMUNITY REDEVELOPMENT AUTHORITY OF GI		$4,172.42
400397110	O'REILLY AUTO ENTERPRISES, LLC	RUNZA SUB LT 2 XC CITY	$1,679.28
400398192	ROBB/MASON D	KNOX THIRD SUB LT 1 XC CITY	$1,882.91
400418517	FAULKNER/MARK A & SUZANNE G	EQUESTRIAN MEADOWS SUB LT 3	$1,979.01
400495529	HERITAGE HOSPITALITY INC	VANOSDALL SUB LT 1	$802.35

400495530	CITY OF GRAND ISLAND	VANOSDALL SUB LT 2	$ -
400501888	HAMIK FAMILY, LLC	EQUESTRIAN MEADOWS SUB LT 2	$1,560.46
			$104,617.00

– – –

Adopted by the City Council of the City of Grand Island, Nebraska, on September 8, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 9.a.

Subject: Approving Minutes of the August 25, 2026 City Council Regular Meeting

Staff Contact: Jill Granere

BACKGROUND: -

DISCUSSION: -

FISCAL IMPACT: -

ALTERNATIVES: -

RECOMMENDATION: -

SAMPLE MOTION: Move to approve Minutes of the August 25, 2026 City Council Regular Meeting

ATTACHMENTS:
1. Minutes

City Council Meeting Minutes

Council Chambers
City Hall
100 East First Street
August 25, 2026
7:00 PM
www.grand-island.com

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

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

4. SUBMITTAL OF REQUESTS FOR FUTURE AGENDA ITEMS

5. RESERVE TIME TO SPEAK ON AGENDA ITEMS

6.) CONSENT AGENDA

Motion by Ryan O'Neill, second by Doug Lanfear to approve CONSENT AGENDA. 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 August 11, 2026 City Council Study Session
Cover Page
Minutes

6.b) Approving Minutes of the August 11, 2026 City Council Regular Meeting
Cover Page
Minutes

6.c) Approving Minutes of the August 18, 2026 Study Session City Council Meeting
Cover Page
Minutes

6.d) Approving Payment of Claims for the Period of August 12, 2026 through August 25, 2026 in the total amount of $7,856,021.90

Cover Page
Claims

6.e) #2026-225 - Approving the 2026-2027 High Intensity Drug Trafficking Area (HIDTA) Initiative Grant

Cover Page
Document Packet
Resolution

6.f) #2026-226 - Approving GIFD Medical Director Contract

Cover Page
Agreement
Resolution

With Midwest Emergency Department Services (MEDS) in an amount of $36,000 per year.

6.g) #2026-227 - Approving Bid Award - Boiler Inspection and Repair - Fall 2026

Cover Page
Contract Decline
Resolution

With Locke AMI, LLC of Olathe, Kansas in an amount of $363,721.00.

6.h) #2026-228 - Approving Amendment No. 1 to Engineering Consulting Services for 13th Street Sanitary Sewer Main Extension- Engleman Road to 60th Road; Project No. 2025-S-6

Cover Page
Amendment No. 1
Resolution

With Olsson, Inc. of Grand Island, Nebraska for an increased amount of $164,100.00 for a revised total of $355,935.00.

6.i) #2026-229 - Approving Amendment No. 2 to Engineering Consulting Services for Wastewater Treatment Plant UV Disinfection Upgrade; Project No. 2023-WWTP-1

Cover Page
Amendment No. 2
Resolution

With Olsson, Inc. of Grand Island, Nebraska for an increased amount of $306,000.00 for a revised total of $559,900.00.

6.j) #2026-230 - Approving Award of Generator Maintenance for the Wastewater Division

of the Public Works Department

Cover Page
Contract
3E Cost Sheet
Resolution

With 3E Electric Engineering & Equipment Company of Windsor Heights, Iowa in an amount of $15,260.00 per year for years 1-3.

6.k) #2026-231 - Approving Change Order No. 3 for Stuhr Road at Highway 30 Northbound Turn Lanes; Project No. 2023-P-12

Cover Page
Change Order No. 3
Resolution

With The Diamond Engineering Company of Grand Island, Nebraska for an increase of $11,176.24 for a total of $903,166.08.

7.) PUBLIC HEARINGS

7.a) Public Hearing on Acquisition of Utility Easement - 615 W. 1st Street (Hope Harbor)

#2026-232 - Approving Acquisition of Utility Easement - 615 W. 1st Street (Hope Harbor)

Cover Page
Resolution
Map

Utilities Director Ryan Schmitz reported Hope Harbor, Inc. had requested the relocation of an existing electric padmount transformer which would provide electric service for Hope Harbor's two existing buildings and the future building to be constructed on Lot Two (2) of Hope Harbor Subdivision. The proposed easement tract would allow the Department to install, access, and operate electrical infrastructure at this location.

Motion by Doug Brown, second by Ryan O'Neill to approve 7.a) #2026-232 - Approving Acquisition of Utility Easement - 615 W. 1st Street (Hope Harbor). 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.b) Public Hearing on Request to Rezone Lot 1 of Norwood Fourth Subdivision from LLR Large Lot Residential and R2 Low Density Residential to R3-SL Medium Density Residential Small Lot Zoning District.

#10,086 - Consideration of Approving Request to rezone Lot 1 of Norwood Fourth Subdivision from LLR Large Lot Residential and R2 Low Density Residential to R3-SL Medium Density Small Lot Residential. The property is located south of Capital Avenue and east of St. Paul Road in Grand Island, Nebraska

Cover Page
Map
FLU Map
Application
Ordinance

Planner I Rashad Moxey reported this application encompasses approximately 14.95 acres, located south of Capital Avenue and east of St. Paul Road in Grand Island, Nebraska. The applicant was requesting to rezone 14.95 acres from LLR Large Lot Residential and R2 Low Density Residential to R3-SL Medium Density Residential Small Lot Zoning District to create a proposed 48-lot subdivision called Ziller Acres. The applicant was also requesting approval of a Preliminary Plat consisting of 88 lots, as well as a Final Plat consisting of 48 lots. The proposed Preliminary Plat included a street layout providing for the extension of both 18th Street and 19th Street, with the streets to be dedicated to the public as part of a phased final platting process and extended to connect with Saint Paul Road.

Motion by Jack Sheard, second by Mark Stelk to suspend the rules 7.b) #10,086 - Consideration of Approving Request to rezone Lot 1 of Norwood Fourth Subdivision from LLR Large Lot Residential and R2 Low Density Residential to R3-SL Medium Density Small Lot Residential. The property is located south of Capital Avenue and east of St. Paul Road in Grand Island, Nebraska. 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 7.b) #10,086 - Consideration of Approving Request to rezone Lot 1 of Norwood Fourth Subdivision from LLR Large Lot Residential and R2 Low Density Residential to R3-SL Medium Density Small Lot Residential. The property is located south of Capital Avenue and east of St. Paul Road in Grand Island, Nebraska. 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.) RESOLUTIONS

8.a) #2026-233 - Approving Preliminary and Final Plat - Ziller Acres Subdivision

Cover Page
Aerial Map
Preliminary Plat
Final Plat Aerial
Final Plat
Application
Agreement
Resolution

This item was related to the aforementioned Public Hearing 7.b.

Motion by Doug Brown, second by Ryan O'Neill to approve 8.a) #2026-233 - Approving Preliminary and Final Plat - Ziller Acres Subdivision. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill. Noes: Doug Lanfear. Absent: Mike Paulick. Motion adopted.

9.a) Executive Session to Discuss Updates on IAFF Contract Negotiations

Cover Page

Motion by Doug Lanfear, second by Ryan O'Neill to adjourn to executive session 9.a) Executive Session to Discuss Updates on IAFF Contract 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 7:12 p.m.

Returned to regular session at 8:20 p.m.

13). ADJOURMENT

The meeting was adjourned at 8:21 p.m.

City Clerk
Jill Granere

All City Council meetings minutes can be found here:
https://city2.grand-island.com/WebLink/Welcome.aspx?dbid=0&repo=City-of-GI&cr=1

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 9.b.

Subject: Approving Payment of Claims for the Period of August 26, 2026 through September 8, 2026 in the total amount of $7,497,118.04

Staff Contact: Chelsey Steinke

BACKGROUND: -

DISCUSSION: -

FISCAL IMPACT: -

ALTERNATIVES: -

RECOMMENDATION: -

SAMPLE MOTION: Move to approve Payment of Claims for the Period of August 26, 2026 through September 8, 2026 in the total amount of $7,497,118.04.

ATTACHMENTS:
1. Claims

Vendor Name	Description	Amount
A PLUS CONTRACTING LLC	CURB RAMP PROJECT NO. 2026-CR-1	40,793.61
A PLUS CONTRACTING LLC	CURB RAMP PROJECT NO. 2026-CR-2 CDBG	39,558.37
AB LAWN PROS	LAWN CARE SERVICE-LIFT STATION #28 JULY 2026	350.00
AB LAWN PROS	WWTP MOWING SERVICE - JULY 2026	7,000.00
ABANTE LLC	2026 FLAG FOOTBAL T-SHIRTS	154.29
ACCORD GUARANTOR, LLC	SHIPPING	262.17
ACCORD GUARANTOR, LLC	SHIPPING	298.16
ACOEM USA INC	CALIBRATION - LASER	1,221.71
ALFRED BENESCH & COMPANY	2026-D-1	5,916.00
ALL COPY PRODUCTS INC	CONTRACT CHARGES 5/26/26 - 8/25/26	132.37
ALL COPY PRODUCTS INC	CONTRACT CHARGES 8/27/26 - 11/26/26	465.33
ALLIED VALVE, INC	GT GAS DETECTORS	6,757.17
AMERICAN FENCE COMPANY OF WESTERN NEBRASKA LLC	GATE REPAIR	297.44
ANDERSON FORD	2026 FORD F250	83,584.00
ANDERSON FORD	EGR VALVE	300.00
ANDERSON FORD	FILTER	88.64
ANDERSON FORD	HOSE ASSY	230.00
ASCEND TECHNOLOGIES, LLC	FORTIANALYZER RENEWAL	(30.07)
ASCEND TECHNOLOGIES, LLC	FORTIANALYZER RENEWAL	(10.94)
ASCEND TECHNOLOGIES, LLC	FORTIANALYZER RENEWAL	587.81
ATHENA ENERGY SERVICES HOLDINGS, LLC	NATURAL GAS - JULY	97,518.61
AUTO TRIM DESIGN OF CENTRAL NEBRASKA INC	TONNO COVER	1,489.00
BANK OF AMERICA	VZWRLSS-CELL PHONES	114.54
BANK OF AMERICA	COLUMN-Art Commission Meeting	10.45
BANK OF AMERICA	LEAGUE OF NE MUN-CONFERENCE	596.00
BANK OF AMERICA	COLUMN LEGAL ADS	1,994.85
BANK OF AMERICA	ASANA-SUBSCRIPTION	67.45
BANK OF AMERICA	GOV FIN-Best Practices Forum	393.35
BANK OF AMERICA	LEAGUE OF NE MUN-SUBSCRIPTION	596.00
BANK OF AMERICA	Spectrum - CABLE	8.94
BANK OF AMERICA	NE STATE BAR ASS-MEMBERSHIP	77.25
BANK OF AMERICA	NE STATE BAR ASS-MEMBERSHIP	77.25
BANK OF AMERICA	DELTA - TRAVEL	777.81
BANK OF AMERICA	DELTA - TRAVEL	777.81
BANK OF AMERICA	INTERNATIONAL MUN-CONFERENCE	798.25
BANK OF AMERICA	HERITAGE LANDSC-SUPPLIES	37.68
BANK OF AMERICA	NEOGOV - INSIGHT RENEWAL	14,744.54
BANK OF AMERICA	CHATGPT SUBSCRITION	20.00
BANK OF AMERICA	HP - Toner	288.08
BANK OF AMERICA	VZWRLSS - BILL	180.18
BANK OF AMERICA	JAMF SOFTWARE-iPad management	35.96
BANK OF AMERICA	IAEI Conference	263.40
BANK OF AMERICA	ACE - TOOLS	138.43
BANK OF AMERICA	UNITY EYE CNTR-PRE EMP SCREEN	110.00
BANK OF AMERICA	"POS PROMO - PUB ED, MAT"	1,547.52
BANK OF AMERICA	AMAZON - PUB ED	51.80

BANK OF AMERICA	FIRSTNET-CELL PHONES	1,353.05
BANK OF AMERICA	"POS PROMO - PUB ED, MAT"	173.94
BANK OF AMERICA	FEDEX-KNOX BOX RET	24.35
BANK OF AMERICA	AMAZON - REF DAMGED BOOKS	(394.92)
BANK OF AMERICA	AMAZON - REF DAMGED BOOKS	(186.22)
BANK OF AMERICA	AMAZON - TRN BOOKS	158.74
BANK OF AMERICA	AMAZON -FF SKILLS BK	337.16
BANK OF AMERICA	AMAZON-FIRE TRN BKS	74.90
BANK OF AMERICA	AMAZON-RECRUIT TRN BKS	837.99
BANK OF AMERICA	AMAZON-RECRUIT TRN BKS	888.57
BANK OF AMERICA	"I/O SOLUTIONS, INC. - TESTING	1,000.00
BANK OF AMERICA	"IAAI - ARSON TRN, THOMAS"	278.00
BANK OF AMERICA	AMAZON - CPR LUNGS	192.04
BANK OF AMERICA	AMAZON - MEDIC BOOKS	536.59
BANK OF AMERICA	HOLIDAY INN - TRN WATTS	368.01
BANK OF AMERICA	AMAZON - USB RECIEVERS	27.66
BANK OF AMERICA	SAMS - ST SUPPLIES	392.16
BANK OF AMERICA	ACE - ROLL PINS	7.16
BANK OF AMERICA	ACE - STARTER ROPE	72.34
BANK OF AMERICA	ACE-BATTERY	94.99
BANK OF AMERICA	ACE-GARDEN SPRAYER	20.99
BANK OF AMERICA	ACE-MARKING FLAG	12.99
BANK OF AMERICA	ACE-OIL	52.76
BANK OF AMERICA	ACE-SOFTNER SALT	77.90
BANK OF AMERICA	ACE-WEED EATER HEAD	25.99
BANK OF AMERICA	AMAZON - INFANT PLATE CPR	127.98
BANK OF AMERICA	BOMGAARS-OIL.VALVE	21.95
BANK OF AMERICA	HOME DEPOT - MITER SAW	324.35
BANK OF AMERICA	MATTESON - SAFETY GLASSES	258.77
BANK OF AMERICA	MENARDS-MICROWAVE	130.77
BANK OF AMERICA	NAPA - STEERING COVER	13.29
BANK OF AMERICA	NAPA-FLOOR DRY	83.30
BANK OF AMERICA	SEAMAN - PADLOCK	18.99
BANK OF AMERICA	TRAUSCH - O RINGS	1.26
BANK OF AMERICA	STRYKER-PROCARE SERV	20,040.00
BANK OF AMERICA	JAMF SOFTWARE-iPad management	56.00
BANK OF AMERICA	REAL TIME-MIN TRANSLATE	34.50
BANK OF AMERICA	AMAZON - TRN BOOKS	88.43
BANK OF AMERICA	BOUNDTREE - AMB SUP	386.92
BANK OF AMERICA	BOUNDTREE-AMB SUP	188.94
BANK OF AMERICA	BOUNDTREE-AMB SUP	1,148.47
BANK OF AMERICA	TELEFLEX-AMB SUP	1,750.00
BANK OF AMERICA	TELEFLEX-AMB SUP 3294	299.00
BANK OF AMERICA	"MENARDS-WOOD, CRATES"	207.45
BANK OF AMERICA	JERRY'S-AIR CONDIT SERVICE PDW	2,710.00
BANK OF AMERICA	FORD-SERVICE ON FLEET #810	272.00
BANK OF AMERICA	MR.G'S CAR-JULY CAR WASHES	15.00

BANK OF AMERICA	ISLAND TOW-TOW CHARGES	1,200.00
BANK OF AMERICA	KRAMERS-TOW CHARGES	100.00
BANK OF AMERICA	KRAMERS-TOW CHARGES	185.00
BANK OF AMERICA	KRAMERS-TOW CHARGES	875.00
BANK OF AMERICA	KRAMERS-TOW CHARGES	1,225.00
BANK OF AMERICA	LEVANDERS-TOW CHARGES	650.00
BANK OF AMERICA	LONE TREE-TOW CHARGES	775.00
BANK OF AMERICA	LONE TREE-TOW CHARGES	885.00
BANK OF AMERICA	TOWN & COUNTRY-TOW CHARGES	850.00
BANK OF AMERICA	AT&T-CELL PHONE BILL	3,294.18
BANK OF AMERICA	NASRO-MEMBERSHIP DUES	50.00
BANK OF AMERICA	HOTELS.COM-HOTEL TRAINING MO	1,025.41
BANK OF AMERICA	LEADERSHIP UNLIMITED-TUITION	1,400.00
BANK OF AMERICA	MARIOTT-TRAINING EVIDENCE	1,141.74
BANK OF AMERICA	MOCIC-CONFERENCE FEE	450.00
BANK OF AMERICA	NASRO-REGISTRATION TRAINING	800.00
BANK OF AMERICA	NASRO-REGISTRATION TRAINING	800.00
BANK OF AMERICA	NASRO-REGISTRATION TRAINING	800.00
BANK OF AMERICA	NASRO-REGISTRATION TRAINING	850.00
BANK OF AMERICA	NASRO-SRO TRAINING	500.00
BANK OF AMERICA	NASRO-TRAINING REGISTRATION	800.00
BANK OF AMERICA	NTOA-NEGOTIATIONS TRAINING	100.00
BANK OF AMERICA	PRI MNG-TRNG/CRITICAL INCIDENT	199.00
BANK OF AMERICA	NMS LABS- EVID DRUG TESTING	1,136.00
BANK OF AMERICA	USPS-EVIDENCE FREIGHT	232.08
BANK OF AMERICA	USPS-EVIDENCE SHIPPING	104.30
BANK OF AMERICA	AMZN-LIFE SIZE TRAINING ANIMAL	81.99
BANK OF AMERICA	PARKS VET-AC VET CARE	108.46
BANK OF AMERICA	PARKS VET-ANIMAL CARE-CRIMINAL	388.85
BANK OF AMERICA	AMAZON-SUPPLIES	42.05
BANK OF AMERICA	AMAZON-SUPPLIES	84.48
BANK OF AMERICA	AMAZON-TONER LEC EVIDENCE	299.00
BANK OF AMERICA	AMAZON-WIRELESS MOUSE QTY3	38.97
BANK OF AMERICA	AMZN-DYMO LABELS-EVI SCANNER	30.66
BANK OF AMERICA	Dell-Monitor	155.00
BANK OF AMERICA	AMAZON - PD Drive	450.79
BANK OF AMERICA	AMAZON-DRY ERASE BOARD PDW	57.90
BANK OF AMERICA	AMAZON-K9 JOINT SUPPLEMENTS	38.82
BANK OF AMERICA	AMZN-DYMOPRINTERS-EVI SCANNERS	597.00
BANK OF AMERICA	AMZN-NON-SWORN UNIFORM SHIRTS	68.91
BANK OF AMERICA	AMZN-REFUND WRONG PRODUCT	(55.14)
BANK OF AMERICA	AMZN-RETURN WRONG SIZES	(13.78)
BANK OF AMERICA	AMZN-UNIFORM POLOS-NONSWORN	249.91
BANK OF AMERICA	JACK'S UNIFORMS-UNIFORM PANT	90.04
BANK OF AMERICA	MNRDS-FLEET CLEANING SUPPLIES	55.60
BANK OF AMERICA	NE NOTARY-NOTARY RENEWAL	107.00
BANK OF AMERICA	UNIFORMS N MORE-SEW ON PATCHES	15.00

BANK OF AMERICA	"DRY CREEK-103"" 5.56sbr AMMO"	1,785.00
BANK OF AMERICA	AMAZON-BLUE FORCE SLINGS	599.60
BANK OF AMERICA	BOOPS SHOOTERS-SLING SWIVELS	89.94
BANK OF AMERICA	ACE HDWE-WEED SPRAYER LEC	36.99
BANK OF AMERICA	CINTAS-MED. CABINET SUPPLIES	158.45
BANK OF AMERICA	SAMS CLUB-LEC BATTERIES	116.92
BANK OF AMERICA	SHERWIN-WILLIAMS-PAINT LEC	28.21
BANK OF AMERICA	SHERWIN-WILLIAMS-TAX REFUND	(1.97)
BANK OF AMERICA	PLATTE-EM radio monthly maint	250.00
BANK OF AMERICA	CENTURY-EOC LINES	491.13
BANK OF AMERICA	CLEARFLY-BLDG PHONE SYSTEM	158.57
BANK OF AMERICA	Spectrum-IP REG CONNECTIVITY	143.66
BANK OF AMERICA	SPD-siren electricity	31.35
BANK OF AMERICA	SPD-siren/ tower electricity	298.00
BANK OF AMERICA	FIRE SVC-NAT. CERT MEMBERSHIP	27.95
BANK OF AMERICA	RESIDENCE INN-CONFERENCE JON R	244.00
BANK OF AMERICA	PLATTE VALLEY-BATTERY CHARGER	2,030.00
BANK OF AMERICA	SAMS CLUB #6461 -CERT PLANNING	14.98
BANK OF AMERICA	Spectrum - 911 CABLE SERVICE	313.00
BANK OF AMERICA	CULLIGAN-BLDG WATER SOFT. SALT	19.88
BANK OF AMERICA	MDM PEST/TERMI-BLDG PEST MAINT	207.90
BANK OF AMERICA	CENTURY-EOC LINES	427.76
BANK OF AMERICA	AMAZON-OFFICE SUPPLIES	25.44
BANK OF AMERICA	AMAZON-OFFICE SUPPLIES	126.10
BANK OF AMERICA	AMAZON-office SUPPLIES	28.73
BANK OF AMERICA	VERIZON- PW CELL PHONES	136.39
BANK OF AMERICA	GIS Pro Conference- Jennifer P	675.00
BANK OF AMERICA	Amazon- Stapler	13.99
BANK OF AMERICA	Ace-White Marking Paint	19.98
BANK OF AMERICA	AMAZON- BADGE REELS	8.49
BANK OF AMERICA	ENVSONWR-Fax Serv/Overage Chgs	91.50
BANK OF AMERICA	ACE - Oil for Mower	23.97
BANK OF AMERICA	ACE-Mower Oil	8.99
BANK OF AMERICA	ACE-Mower Oil	19.58
BANK OF AMERICA	AMZN-Makerspace Supplies	22.54
BANK OF AMERICA	MENARDS - Maintenance Supplies	41.94
BANK OF AMERICA	MID NE DISPOSAL - Sanitation	108.00
BANK OF AMERICA	ENDICIA - Postage On Account	500.00
BANK OF AMERICA	USPS - 8 rolls of stamps	656.00
BANK OF AMERICA	COLUMN-Art Commission Meeting	11.00
BANK OF AMERICA	NLA - Membership Dues - Swan	75.00
BANK OF AMERICA	LAKESHORE-Magnet Kit for Kids	79.99
BANK OF AMERICA	AMAZON - Returned DVD	(26.24)
BANK OF AMERICA	GREAT DSPLAY-Tiered Literature	1,063.00
BANK OF AMERICA	AMAZON - Alcohol Wipes	19.38
BANK OF AMERICA	AMAZON - Bubble Mailers	14.99
BANK OF AMERICA	AMAZON-SUPPLIES	46.88

BANK OF AMERICA	AMZN-Kids Program Supplies	132.63
BANK OF AMERICA	AMZN-Makerspace Supplies	29.44
BANK OF AMERICA	SUPER SAVER-Water DVD Buffer	7.40
BANK OF AMERICA	AMAZON - Alcohol Wipes	9.49
BANK OF AMERICA	AMAZON - Makerspace Supplies	118.84
BANK OF AMERICA	AMZN-Makerspace Supplies	307.51
BANK OF AMERICA	AMZN-Protection Plan Cricut	31.99
BANK OF AMERICA	JOHNSON PLAS-Makerspace Supp	149.55
BANK OF AMERICA	RECDESK-software	7,497.00
BANK OF AMERICA	AMAZON - calendars	9.98
BANK OF AMERICA	AMAZON - calendars	28.05
BANK OF AMERICA	AMAZON-calendars	12.58
BANK OF AMERICA	ISS-valve/coupler/fittings	407.59
BANK OF AMERICA	MENARDS-marker paint	101.76
BANK OF AMERICA	SITEONE-irrigation decoder	173.88
BANK OF AMERICA	MESSERSM-Tennis light repair	140.74
BANK OF AMERICA	ACE-brown exterior paint	40.99
BANK OF AMERICA	ACE-caulk/primer	32.98
BANK OF AMERICA	Island Indoor-freon in AC	171.00
BANK OF AMERICA	MENARDS-12 & 14' boards	61.56
BANK OF AMERICA	MENARDS-plywood	32.00
BANK OF AMERICA	OVERHEAD DR-garage key blank	5.00
BANK OF AMERICA	Davis/Turfwerks-2 mower tires	565.28
BANK OF AMERICA	GARRETT TIR-mower tire repair	60.65
BANK OF AMERICA	KELLY SUPPLY-V belt for mower	15.18
BANK OF AMERICA	MIDWEST TURF-Toro gear box	595.55
BANK OF AMERICA	POMPS TIRE-mower tire/repair	77.24
BANK OF AMERICA	POMPS TIRE-tire repair	56.36
BANK OF AMERICA	ADVANCE AU-window switch truck	181.25
BANK OF AMERICA	ADVANCE AUTO-wiper blades	48.02
BANK OF AMERICA	GARRETT TIRES-truck tire fix	46.25
BANK OF AMERICA	KIP TRANS-brake pedal sensor	250.94
BANK OF AMERICA	MID NE DISPOSAL-July service	227.90
BANK OF AMERICA	MID NE DISPOSAL-July service	1,274.40
BANK OF AMERICA	MID NE DISPOSAL-July service	51.30
BANK OF AMERICA	MID NE DISPOSAL-July service	394.90
BANK OF AMERICA	JAMF SOFTWARE-iPad management	12.00
BANK OF AMERICA	SOS-porta potty rent/service	626.00
BANK OF AMERICA	T-MOBILE-7/10-8/9/26 charges	4.96
BANK OF AMERICA	COLUMN-tree board mtg ad	12.10
BANK OF AMERICA	KENSINGER-unleaded gas	316.27
BANK OF AMERICA	KENSINGER-unleaded gas	65.84
BANK OF AMERICA	HERITAGE LANDSC-fertilizer	3,472.00
BANK OF AMERICA	HOME DEPOT-bug spray	34.68
BANK OF AMERICA	ISL POOL-wading pool test chem	26.00
BANK OF AMERICA	SITEONE-4D/Roundup	171.98
BANK OF AMERICA	SITEONE-Post emergent chemical	372.86

BANK OF AMERICA	SITEONE-Roundup/2-40	334.23
BANK OF AMERICA	HERITAGE LANDSC-fertilizer	1,488.00
BANK OF AMERICA	SITEONE-4D/Roundup	73.90
BANK OF AMERICA	HERITG-hand held wire locator	725.25
BANK OF AMERICA	ACE-1 Gal. pump sprayer	20.99
BANK OF AMERICA	ACE-2 mop heads	15.18
BANK OF AMERICA	ACE-chain saw bar oil	48.50
BANK OF AMERICA	ACE-key duplicates	4.98
BANK OF AMERICA	ACE-key dups	19.96
BANK OF AMERICA	ACE-paint scrapers/blades	4.58
BANK OF AMERICA	ACE-paint scrapers/goo gone	34.56
BANK OF AMERICA	ACE-paint thinner	18.99
BANK OF AMERICA	AMAZON-zip ties	102.65
BANK OF AMERICA	AMZN-slow mvng triangle stckrs	9.45
BANK OF AMERICA	HARBOR FRE-disposable gloves	168.87
BANK OF AMERICA	JOHNNY`S LOCK-key dups	17.00
BANK OF AMERICA	MR.G'S-truck wash	12.00
BANK OF AMERICA	PIONEER Athletics-paint/eraser	463.95
BANK OF AMERICA	KEN'S AU-repair work truck#338	2,255.81
BANK OF AMERICA	KEN'S AUTO SERV-refund of tax	(60.47)
BANK OF AMERICA	KENSINGER-unleaded gas	55.00
BANK OF AMERICA	KENSINGER-unleaded gas	57.00
BANK OF AMERICA	ACE-saw/trowell/transplanter	72.96
BANK OF AMERICA	ACE-transplanter pads	29.98
BANK OF AMERICA	WEGNER MONUMENT-engraving	50.00
BANK OF AMERICA	WEGNER MONUMENT-engraving	50.00
BANK OF AMERICA	WEGNER MONUMENT-engraving	50.00
BANK OF AMERICA	HARBOR FREIGHT-air hose reels	179.98
BANK OF AMERICA	MENARDS-tire inflator/air hose	85.81
BANK OF AMERICA	MENARDS-wall cabinet	199.99
BANK OF AMERICA	PIONEER DOOR-door opener	55.00
BANK OF AMERICA	MENARDS-battery little scag	44.24
BANK OF AMERICA	MIDWEST T-scag/workman parts	659.50
BANK OF AMERICA	PRO POWER-repair graves mower	147.82
BANK OF AMERICA	HARBOR FREIGHT-hitch ball/pin	19.98
BANK OF AMERICA	HARBOR FREIGHT-PIN spanner	34.99
BANK OF AMERICA	MENARDS-battery 2005 Chevy	131.53
BANK OF AMERICA	MENARDS-battery truck	149.24
BANK OF AMERICA	SAPP BROS-fuel cemetery tank	1,745.85
BANK OF AMERICA	MID NE DISPOSAL-July service	77.10
BANK OF AMERICA	T-MOBILE-7/10-8/9/26 charges	2.48
BANK OF AMERICA	SAMSCLUB-water/paper	85.68
BANK OF AMERICA	MENARDS-spray bottle/cable	61.34
BANK OF AMERICA	T-MOBILE-7/10-8/9/26 charges	9.26
BANK OF AMERICA	CCI CONSTANT-email platform	195.70
BANK OF AMERICA	NE RECREATIO-Conf registration	200.00
BANK OF AMERICA	AMZN-movies in the park	53.61

BANK OF AMERICA	CHANCE RIDES-technician visit	2,085.00
BANK OF AMERICA	MH EQUIPMENT - forklift rental	832.40
BANK OF AMERICA	MID NE DISPOSAL-July service	79.30
BANK OF AMERICA	ACE HDWE-hardware	53.80
BANK OF AMERICA	AMAZON - shelving units	78.38
BANK OF AMERICA	NI SFM BOILER-boiler inpection	108.00
BANK OF AMERICA	JACKSON SER-mop/mat service	269.13
BANK OF AMERICA	MID NE DISPOSAL-July service	180.25
BANK OF AMERICA	GoTo GoToConnect - phone bill	103.64
BANK OF AMERICA	KENSINGER-unleaded gas	43.89
BANK OF AMERICA	EILEEN'S-cookies for resale	478.50
BANK OF AMERICA	HYDRO TECH - CO2	105.00
BANK OF AMERICA	JOE-PHAMS COFFEE-Boba resale	1,862.50
BANK OF AMERICA	JOE-PHAMS COFFEE-boba resale	570.00
BANK OF AMERICA	JOE-PHAMS COFFEE-boba resale	1,775.00
BANK OF AMERICA	SAMS-Lincoln Pool/ I.O Snacks	66.82
BANK OF AMERICA	SUPER SAVER-food for resale	20.52
BANK OF AMERICA	MENARDS - totes	56.88
BANK OF AMERICA	MENARDS - totes	120.32
BANK OF AMERICA	MENARDS-moving supplies	62.78
BANK OF AMERICA	CRESCENT ELE-lighting fixture	194.18
BANK OF AMERICA	LEAK INV-L.P. leak detection	1,450.00
BANK OF AMERICA	MENARDS - cleaner	24.99
BANK OF AMERICA	MENARDS - lumber	113.82
BANK OF AMERICA	MENARDS-cleaning supplies	68.01
BANK OF AMERICA	T-MOBILE-7/10-8/9/26 charges	4.30
BANK OF AMERICA	OPENAI CHATGPT SUBSCR	20.00
BANK OF AMERICA	4TE 3CMA - Credit	(645.00)
BANK OF AMERICA	BIG APPLE BAG-Comm CleanUp Day	54.05
BANK OF AMERICA	JP COOKE-2027 PET LICENSE TAGS	740.45
BANK OF AMERICA	WALMART-FOOD CITY CLEANUP DAY	7.96
BANK OF AMERICA	GI IND-26-P-1 BROADSTONE PE PH	11.55
BANK OF AMERICA	GI IND-TBARE PE NOTICE2026-P-1	11.00
BANK OF AMERICA	CINTAS - UNIFORMS	69.28
BANK OF AMERICA	AUTOBKS - CLEANING SERVICE	700.00
BANK OF AMERICA	MID NEBRASKA DISPOSAL - FEE	255.60
BANK OF AMERICA	MID NEBRASKA DISPOSAL - FEE	287.20
BANK OF AMERICA	CLEARFLY - PHONE	163.94
BANK OF AMERICA	VZWRLSS - PHONE	299.14
BANK OF AMERICA	"ACE - SCREWS, CLIPS"	51.93
BANK OF AMERICA	BOMGAARS - TOOLBOX	379.99
BANK OF AMERICA	"IN ELLIS WHEELER, LLC - PROB	114.00
BANK OF AMERICA	"MENARDS - PLACER , BLOCK"	64.84
BANK OF AMERICA	CONSTRUCTION - TOOL	27.95
BANK OF AMERICA	CONSTRUCTION RENTAL- FLOAT	135.00
BANK OF AMERICA	GLOBALINDUSTRIAL - PAVE MARKER	1,417.99
BANK OF AMERICA	MEAD LUMBER - LUMBER	100.64

BANK OF AMERICA	"ROBERTS PUMP - ELBOW, PVC"	5.62
BANK OF AMERICA	ACE -PADLOCKS	638.76
BANK OF AMERICA	ACE MAC SHOP-SIGNAL REPAIR	200.00
BANK OF AMERICA	MENARDS- SCREWS STRAP ADAPTER	28.11
BANK OF AMERICA	MOBOTREX INC - RESISTOR	192.00
BANK OF AMERICA	NEWMAN SIGNS - SIGNS	5,507.10
BANK OF AMERICA	MENARDS - TIES	35.61
BANK OF AMERICA	LANGUAGE LINE-911 TRANS SRVICE	309.58
BANK OF AMERICA	PLATTE-EM radio monthly maint	2,307.50
BANK OF AMERICA	TALOGY-DISPATCHER TESTING	18.50
BANK OF AMERICA	TALOGY-DISPATCHER TESTING	92.50
BANK OF AMERICA	AT&T-911 EMERGENCY CELL	57.01
BANK OF AMERICA	CENTURY-EMER ALT/ADMIN LINES	1,608.14
BANK OF AMERICA	CENTURY-EMERGENCY LINES	39.79
BANK OF AMERICA	CENTURY-EMERGENCY LINES	40.38
BANK OF AMERICA	CENTURY-EMERGENCY LINES	40.50
BANK OF AMERICA	CENTURY-EMERGENCY LINES	50.50
BANK OF AMERICA	CENTURY-EMERGENCY LINES	78.57
BANK OF AMERICA	CENTURY-EMERGENCY LINES	135.94
BANK OF AMERICA	CENTURY-EMERGENCY LINES	161.49
BANK OF AMERICA	CENTURY-emergency lines	50.50
BANK OF AMERICA	CENTURY-Emergency phone lines	40.38
BANK OF AMERICA	CENTURY-emergency phone lines	39.19
BANK OF AMERICA	CENTURY-emergency phone lines	161.49
BANK OF AMERICA	CENTURY-EOC LINES	665.39
BANK OF AMERICA	PLATTE VALLEY-ANTENNA REPLACT	623.50
BANK OF AMERICA	AMAZON-office supplies	27.75
BANK OF AMERICA	GI IND-2026825 PB CANCELLATION	6.60
BANK OF AMERICA	GI IND-TAC MTG CANCELLATION	6.05
BANK OF AMERICA	CANVA- TRANSITY PROMO SUB	119.40
BANK OF AMERICA	VERIZON- TRANSIT TABLETS	860.50
BANK OF AMERICA	VERIZON- PW CELL PHONES	38.18
BANK OF AMERICA	AMER AIRLINES-FLIGHT DRE TRNG	563.30
BANK OF AMERICA	AMER AIRLINES-FLIGHT DRE TRNG	563.30
BANK OF AMERICA	AMERICAN AIR-FLIGHT DRE TRNG	563.30
BANK OF AMERICA	AMERICAN AIR-LUGGAGE DRE TRNG	50.00
BANK OF AMERICA	AMERICAN AIR-LUGGAGE DRE TRNG	50.00
BANK OF AMERICA	AMERICAN AIR-LUGGAGE DRE TRNG	50.00
BANK OF AMERICA	AMERICAN AIR-LUGGAGE DRE TRNG	50.00
BANK OF AMERICA	AMERICAN AIR-LUGGAGE DRE TRNG	50.00
BANK OF AMERICA	AMERICAN AIR-LUGGAGE DRE TRNG	50.00
BANK OF AMERICA	Dell-Computers	3,771.00
BANK OF AMERICA	Dell-Monitors	780.00
BANK OF AMERICA	PRESTOX- DT PEST CONTROL	486.77
BANK OF AMERICA	MID-NE DISPOSAL- DT TRASH	373.70
BANK OF AMERICA	NAPA-FLOOR DRY	467.95
BANK OF AMERICA	WESTSIDE LANES - GIG events	494.52

BANK OF AMERICA	AMZN-Kids Program Supplies	11.99
BANK OF AMERICA	AMZN-Makerspace Supplies	9.99
BANK OF AMERICA	HOBBY LOBBY-Adult Prog Supp	7.99
BANK OF AMERICA	HOBBY LOBBY-Adult Prog Supp	98.84
BANK OF AMERICA	AMAZON - Book Light	60.00
BANK OF AMERICA	AMAZON - Youth Grant Supplies	69.90
BANK OF AMERICA	AMAZON - Youth Grant Supplies	228.25
BANK OF AMERICA	"BOMGAARS - COMPRESOR, ST 3"	1,199.99
BANK OF AMERICA	"STOP STICK-STOP STICKS, RED"	4,273.00
BANK OF AMERICA	SOUTHERN POWER ELECTRICITY	596.61
BANK OF AMERICA	ACE HARDWARE SHOP SUPPLIES	43.16
BANK OF AMERICA	BOMGAARS SHOP SUPPLIES	112.49
BANK OF AMERICA	CENTRAL NE BOBCAT REPAIR	752.46
BANK OF AMERICA	NEBRASKA MACHINER-SERVICE 938M	373.61
BANK OF AMERICA	PLATTE VALLEY INTERNET REPAIR	115.00
BANK OF AMERICA	POMPS TIRE REPAIR	486.00
BANK OF AMERICA	SAMS CLUB OFFICE SUPPLIES	213.16
BANK OF AMERICA	VERIZON CELL PHONE LF/TS	85.41
BANK OF AMERICA	INDUSTRIAL OUTFITTERS BOOTS	199.99
BANK OF AMERICA	ORKIN - PEST CONTROL	175.69
BANK OF AMERICA	SOUTHERN POWER ELECTRICITY	444.26
BANK OF AMERICA	"MNRDS-LMBR,DRYWALL,SCREWS,BIT	1,982.58
BANK OF AMERICA	NMC - D7 PM1 SERVICE	1,449.01
BANK OF AMERICA	VERIZON CELL PHONE LF/TS	85.41
BANK OF AMERICA	AMAZON - PRINTER INK	498.89
BANK OF AMERICA	AMZN-cleaning supplies	28.30
BANK OF AMERICA	"ACE IRRIGATION-ELBOWS,CULVERT	4,559.52
BANK OF AMERICA	"HOOKER,crushed rock-ELE-C1101	551.34
BANK OF AMERICA	HOOKER-crushed rock-ELE-C11012	453.97
BANK OF AMERICA	HOOKER-crushed rock-ELE-C11012	480.03
BANK OF AMERICA	HOOKER-crushed rock-ELE-C11012	504.03
BANK OF AMERICA	HOOKER-crushed rock-ELE-C11012	563.69
BANK OF AMERICA	HOOKER-crushed rock-ELEC11012	563.00
BANK OF AMERICA	HOOKER-crushed rockELE-C11012	384.02
BANK OF AMERICA	INTER ALL-batteries/ELE-C10836	104.49
BANK OF AMERICA	AWARDSPLUS-GIUD Hats	(206.25)
BANK OF AMERICA	FNCUTHBERT-valves	(86.21)
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(7.26)
BANK OF AMERICA	PCB PIEZOTR-accelerometers	(42.49)
BANK OF AMERICA	AWARDSPLUS-GIUD Hats	(75.00)
BANK OF AMERICA	FNCUTHBERT-valves	(31.35)
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(2.64)
BANK OF AMERICA	PCB PIEZOTR-accelerometers	(15.45)
BANK OF AMERICA	"AMAZON, I-pad accessories"	398.36
BANK OF AMERICA	JAMF SOFTWARE-iPad management	38.74
BANK OF AMERICA	VZRN-AUG 2026 CELL SRV/Water	58.20
BANK OF AMERICA	CRESCENTELE-circuit breakers	299.03

BANK OF AMERICA	ACE HDWE - spare keys	53.64
BANK OF AMERICA	AMAZON-disposable gloves	49.46
BANK OF AMERICA	AMAZON-office supplies	49.30
BANK OF AMERICA	COLUMN-UG conduit bid ad	16.50
BANK OF AMERICA	JAMF SOFTWARE-iPad management	8.60
BANK OF AMERICA	PLATTE VALLEY COMM-truck radio	1,009.76
BANK OF AMERICA	Spectrum - cable	28.15
BANK OF AMERICA	VZRN-AUG 2026 CELL SRV/Water	427.42
BANK OF AMERICA	MIDWEST HYD-pole puller repair	920.16
BANK OF AMERICA	SAHLING KENWORTH-Unit55 repair	599.40
BANK OF AMERICA	VZRN-AUG 2026 CELL SRV/Water	454.45
BANK OF AMERICA	"BOMGAARS, hitch pins"	46.19
BANK OF AMERICA	"BOMGAARS, lift pin"	3.75
BANK OF AMERICA	"HARBOR FRE,tools & mag. holde	26.85
BANK OF AMERICA	"MENARDS, paint & propane"	160.26
BANK OF AMERICA	HEARTLAND MUN-TRNG/ELE-C10844	1,612.52
BANK OF AMERICA	STATE STEEL - steel	53.53
BANK OF AMERICA	VZRN-AUG 2026 CELL SRV/Water	258.40
BANK OF AMERICA	KELLY SUPPLY-nipple/elbow	55.66
BANK OF AMERICA	AMAZON-washers/brackets/struts	211.80
BANK OF AMERICA	eBay-solenoid valve	98.48
BANK OF AMERICA	KELLY SUPPLY-weld cap	161.96
BANK OF AMERICA	MENARDS-fabric/leather cleaner	41.09
BANK OF AMERICA	RADWELL INTER-pneumatic valves	730.11
BANK OF AMERICA	STATE STEEL-platform	238.90
BANK OF AMERICA	AKRS EQUIPMENT-filters	177.33
BANK OF AMERICA	AMAZON-dividers/toaster	91.16
BANK OF AMERICA	AMAZON-monitor stand	39.76
BANK OF AMERICA	ANDERSON FORD-hail deductible	1,030.00
BANK OF AMERICA	COLUMN-legal notice	25.30
BANK OF AMERICA	COLUMN-legal notice	26.40
BANK OF AMERICA	JAMF SOFTWARE-iPad management	47.30
BANK OF AMERICA	KERMITS-fleet wash	6.00
BANK OF AMERICA	KERMITS-fleet wash	6.00
BANK OF AMERICA	KERMITS-fleet wash	6.00
BANK OF AMERICA	KERMITS-fleet wash	6.00
BANK OF AMERICA	MENARDS-door stop	6.33
BANK OF AMERICA	NSM MATHESON-lens cover/gloves	62.19
BANK OF AMERICA	SMARTSIGN-sign	85.27
BANK OF AMERICA	VZRN-AUG 2026 CELL SRV/Water	76.36
BANK OF AMERICA	MEAD LUMBER-impact driver	290.25
BANK OF AMERICA	eBay -alignment tool	3,536.75
BANK OF AMERICA	FISHERSCIENTIFIC-bottles	883.16
BANK OF AMERICA	FNCUTHBERT-valves	1,685.04
BANK OF AMERICA	FRESHWATERSYSTEMS -filters	1,936.14
BANK OF AMERICA	FRESHWATERSYSTEMS-filters	1,053.62
BANK OF AMERICA	MCMASTER-CARR-pipe fittings	313.92

BANK OF AMERICA	MCMASTER-CARR-valves	1,442.98
BANK OF AMERICA	MENARDS-tubing	62.34
BANK OF AMERICA	eBay-panelboard locks	274.13
BANK OF AMERICA	MCMASTER-CARR-fiberglass tape	222.50
BANK OF AMERICA	MCMASTER-CARR-rope/clamp/valve	1,036.01
BANK OF AMERICA	MENARDS-caulking/glue	31.08
BANK OF AMERICA	PCB PIEZOTR-accelerometers	830.52
BANK OF AMERICA	GAS DIR-chlorine gas/regulator	389.99
BANK OF AMERICA	UPS - shipping	46.03
BANK OF AMERICA	VZRN-AUG 2026 CELL SRV/Water	134.56
BANK OF AMERICA	intermedia-customer serv phone	377.49
BANK OF AMERICA	LNM-Annual LNM conference	443.00
BANK OF AMERICA	OMAWORLDHERALD-annual paper	132.08
BANK OF AMERICA	JAMF SOFTWARE-iPad management	47.30
BANK OF AMERICA	VZRN-AUG 2026 CELL SRV/Water	45.10
BANK OF AMERICA	AWARDSPLUS-GIUD Hats	4,031.25
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(2.86)
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(1.04)
BANK OF AMERICA	DMV/Class A CDL Casteel	19.00
BANK OF AMERICA	DMV/Class A CDL Gannon	20.00
BANK OF AMERICA	PUMPCATALOG-dosing pump kit	568.15
BANK OF AMERICA	HOME DEPOT-hole saw	114.90
BANK OF AMERICA	SHERWIN-WILLIAMS-paint	378.66
BANK OF AMERICA	PUMP & PANTRY -Ice	3.39
BANK OF AMERICA	Mead Lumber / Penlight	63.41
BANK OF AMERICA	Ace / Nuts & Bolts	43.34
BANK OF AMERICA	intermedia-customer serv phone	240.23
BANK OF AMERICA	JAMF SOFTWARE-iPad management	55.90
BANK OF AMERICA	VZRN-AUG 2026 CELL SRV/Water	268.76
BANK OF AMERICA	intermedia-customer serv phone	240.22
BANK OF AMERICA	CINTAS-MEDICAL SUPPLIES	144.08
BANK OF AMERICA	QUILL-INK CARTRIDGES	316.95
BANK OF AMERICA	SAMS-MONITORS/SOLIDS HANDLING	426.00
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	8.72
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	59.89
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	72.66
BANK OF AMERICA	PRESTO X-PEST SERVICES	329.83
BANK OF AMERICA	AMAZON-CHARGER	8.97
BANK OF AMERICA	JAMF SOFTWARE-iPad management	4.00
BANK OF AMERICA	VRZN-WIRELESS/FLOW METER BILL	855.04
BANK OF AMERICA	FEDEX -SHIPPING FEES/LAB	274.45
BANK OF AMERICA	IAEI-MEMBERSHIP/RUNDLE	150.00
BANK OF AMERICA	IAEI-MEMBERSHIP/WHITT	150.00
BANK OF AMERICA	WEF-MEMBERSHIP/BELITZ	89.00
BANK OF AMERICA	AMAZON-KEYBOARD TRAY	62.99
BANK OF AMERICA	AMAZON-PAPER TOWELS	59.91
BANK OF AMERICA	AMAZON-SUPPLIES	25.18

BANK OF AMERICA	AMAZON-SUPPLIES	47.87
BANK OF AMERICA	SAMSCLUB-SUPPLIES	370.60
BANK OF AMERICA	"CULLIGAN-WAT,FILTERS,RO RENTA	169.00
BANK OF AMERICA	AMAZON-OFFICE CHAIR/MATS	145.78
BANK OF AMERICA	MNRDS-TABLES/CHAIRS-COLLECTION	1,118.59
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	14.96
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	14.96
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	14.96
BANK OF AMERICA	NW ENERGY-NATURAL GAS-HWY 30	66.41
BANK OF AMERICA	AMAZON-BUILDING SUPPLIES	352.96
BANK OF AMERICA	CULLIGAN-WATER-COLLECTIONS	37.00
BANK OF AMERICA	MUNICIPAL PIPE-CAMERA REPAIRS	1,212.69
BANK OF AMERICA	VRZN-WIRELESS/FLOW METER BILL	350.58
BANK OF AMERICA	PUMP&PANTRY-#785GENERATOR FUEL	94.12
BANK OF AMERICA	PUMP&PANTRY-#785GENERATOR FUEL	111.47
BANK OF AMERICA	PUMP&PANTRY-#785GENERATOR FUEL	115.77
BANK OF AMERICA	PUMP&PNTRY-#785 GENERATOR FUEL	103.31
BANK OF AMERICA	ENZ-NOZZLE INSERTS	1,128.86
BANK OF AMERICA	HARBOR FREIGHT-TOOL CHESTS	656.97
BANK OF AMERICA	HOME DEPOT-SHOP SUPPLIES	602.14
BANK OF AMERICA	MENARDS-EXT CORD REEL	68.99
BANK OF AMERICA	MENARDS-LOPPER	42.99
BANK OF AMERICA	CINTAS-MEDICL SUPP/COLLECTIONS	162.82
BANK OF AMERICA	MATHESON-EAR PROTECTION	143.93
BANK OF AMERICA	AMAZON-LOCK PINS	61.63
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	39.01
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	39.01
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	39.01
BANK OF AMERICA	SOUTHERN POWER-ELEC LS#25&#26	259.43
BANK OF AMERICA	NW ENE-NAT GAS/LS#30/ABBOTT RD	18.33
BANK OF AMERICA	NW ENERGY-NATURAL GAS/ WWTP	1,236.23
BANK OF AMERICA	DIAMOND TRUCK WASH - #755	141.50
BANK OF AMERICA	HANSEN INTERNATIONAL-FITTING	29.49
BANK OF AMERICA	HANSEN INTL-AIR SPRING	148.90
BANK OF AMERICA	WELDON PARTS-TRUCK PARTS	40.92
BANK OF AMERICA	AMAZON-PIPE FITTING	50.97
BANK OF AMERICA	AMAZON-WASHERS	17.38
BANK OF AMERICA	MENARDS-FITTINGS	135.74
BANK OF AMERICA	BUTLER LANDFILL-JUL 26 SLUDGE	4,676.93
BANK OF AMERICA	AURORA COOP-DIESEL FUEL	2,480.00
BANK OF AMERICA	GI INDEPENDENT- POLYMER ATB	16.50
BANK OF AMERICA	AMAZON-EXT POLE ADAPTER	15.38
BANK OF AMERICA	WHITE CAP-SHOP SUPPLIES	459.98
BANK OF AMERICA	AMAZON-EAR PROTECTION	85.64
BANK OF AMERICA	AMZN-STORAGE CABINETS/OPS	149.39
BANK OF AMERICA	MATHESON-SHOP SUPPLIES	182.40
BANK OF AMERICA	MENARDS-SHOP SUPPLIES	150.40

BANK OF AMERICA	"CULLIGAN-WAT,FILTERS,RO RENTA	1,420.50
BANK OF AMERICA	CRESCENT-STRUT CHANNELS	256.45
BANK OF AMERICA	GRAINGER-DI CARTRIDGES	610.26
BANK OF AMERICA	ISLAND INDOOR-AC REPAIRS	349.00
BANK OF AMERICA	KELLY SUPPLY-FITTINGS	60.88
BANK OF AMERICA	ROBERTS PUMP-TRANSDUCER	238.65
BANK OF AMERICA	MCMASTER-CARR-FITTINGS	29.10
BANK OF AMERICA	BORDER STAT-MOTOR CONTROLLERS	13,370.56
BANK OF AMERICA	BORDER STATES-BFP PARTS	43.91
BANK OF AMERICA	BORDER STATES-DRIVE BOARD	412.68
BANK OF AMERICA	KELLY SUPPLY-FITTINGS	5.79
BANK OF AMERICA	ACE-HOSE FITTINGS	43.74
BANK OF AMERICA	AURORA COOP-HERBICIDE	175.12
BANK OF AMERICA	AURORA COOP-UNLEADED FUEL	1,480.00
BANK OF AMERICA	ACE-SPRAYER	399.99
BANK OF AMERICA	AMAZON-BIT SETS	63.28
BANK OF AMERICA	MATHESON-DRILLS	4.53
BANK OF AMERICA	MCMASTER-CARR-SOCKET SET	98.32
BANK OF AMERICA	NAPA-WRENCH SETS	205.98
BANK OF AMERICA	WHITE CAP-CORDLESS DRILL	179.99
BANK OF AMERICA	PROTEX CENT-FIRE ALARM TESTING	450.00
BANK OF AMERICA	KELLY SUPPLY-FITTINGS	186.87
BANK OF AMERICA	MENARDS-FITTINGS	76.49
BANK OF AMERICA	WHITE CAP-SUPPLIES	99.97
BANK OF AMERICA	TEST AMERICA-BIOSOLIDS TESTING	449.00
BANK OF AMERICA	CANVA-DIG CONTENT/SW&FOG PROG	15.00
BANK OF AMERICA	IAPMO-FOG REFERENCE MATERIAL	316.08
BANK OF AMERICA	NCLABS-LAB SUPPLIES	171.07
BANK OF AMERICA	CANVA-DIG CONTENT/SW&FOG PROG	14.99
BANK OF AMERICA	GI IND-2023-WWTP-1 ATB	18.15
BANK OF AMERICA	Menards - MH rehab	21.43
BANK OF AMERICA	CDWG - Ninja1 TrueUp	4,523.91
BANK OF AMERICA	IN GOGOV-GOREQUEST CITIZEN	7,344.00
BANK OF AMERICA	CINTAS - UNIFORMS	34.78
BANK OF AMERICA	GRAHAM TIRE - ALIGHMENT	126.36
BANK OF AMERICA	GRAHAM TIRE - ALIGHMENT	126.36
BANK OF AMERICA	HANSEN INTERNATIONAL-REPAIRS	1,405.47
BANK OF AMERICA	VERMEER - REPAIRS	1,698.28
BANK OF AMERICA	WHITAKER AUTO - REPAIR	253.98
BANK OF AMERICA	AUTOBKS - CLEANING SERVICE	149.93
BANK OF AMERICA	CLEARFLY - PHONE	81.97
BANK OF AMERICA	JENSEN TOOL - SUBSCRIPTION	1,155.96
BANK OF AMERICA	ACE - GRINDER	15.99
BANK OF AMERICA	ARNOLD MOTOR -SUPPLIES	1,156.70
BANK OF AMERICA	BGNE NE-FUEL SYSTEM CLEANER	407.66
BANK OF AMERICA	BOI GRAND ISLAND - DEF	853.51
BANK OF AMERICA	GRAHAM TIRE - TUBE	21.20

BANK OF AMERICA	GRAHAM TIRE- SCRAP TIRES	191.00
BANK OF AMERICA	GRAHAM TIRE- TIRES	644.00
BANK OF AMERICA	GRAHAM TIRE- TIRES	720.00
BANK OF AMERICA	GRAHAM TIRE- TIRES	817.48
BANK OF AMERICA	GRAND KUBOTA - PART	177.01
BANK OF AMERICA	GRAND KUBOTA - PART	2,634.06
BANK OF AMERICA	HANSEN IN- RETURN PARTS	(2,249.82)
BANK OF AMERICA	HANSEN INTERNATIONAL - GEAR	1,249.82
BANK OF AMERICA	HOSE AND HANDLING - HOSE	50.51
BANK OF AMERICA	KLUTE TRUCK- PARTS	110.00
BANK OF AMERICA	MacQueen Equipment - BELT	2,869.01
BANK OF AMERICA	MacQueen Equipment - PARTS	254.08
BANK OF AMERICA	NMC - FILTER	489.00
BANK OF AMERICA	ROUGH COUNTRY-MATS/COVER	829.90
BANK OF AMERICA	ROYELLE TRUCK - SEAT COVERS	402.67
BANK OF AMERICA	VERMEER - PARTS	88.18
BANK OF AMERICA	ACE - TRASH BAGS	30.98
BANK OF AMERICA	CINTAS - UNIFORMS	23.20
BEIJER REF HERITAGE LLC	MOTORS	406.15
BENETECH, INC.	DUST SUPRESSANT	3,656.98
BIG D ENTERPRISES INC	BATTERIES	371.20
BIGZBYS CONCRETE INC	CONCRETE REPAIRS @ 3836 HWY 30	11,559.27
BIGZBYS CONCRETE INC	REPLACE CONCRETE	2,500.00
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH ADMIN FEES-INS	4,600.00
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INS CLAIMS	37,686.86
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INS CLAIMS	64,280.54
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INS CLAIMS	116,546.00
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INS CLAIMS	166,607.96
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INS CLAIMS	195,748.36
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INS. CLAIMS	205,559.27
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INSURANCE ADMIN FEE	4,590.00
BOB'S CARPET & UPHOLSTERY CLEANING	CLEAN CARPET IN CHILDRENS AREA	1,325.00
BORDER STATES INDUSTRIES INC	SEARCH LIGHTS	1,035.13
BOSSELMAN ENERGY INC	FUELS	4,860.23
BOSSELMAN ENERGY INC	TRANSPORT DIESEL	2,800.00
CAPITAL BUSINESS SYSTEMS, INC	CONTRACT CHARGE 10/6/26-1/5/27	271.92
CAPITAL BUSINESS SYSTEMS, INC	COPIER OVERAGE	326.17
CAPITAL BUSINESS SYSTEMS, INC	CANON 5550	1,962.05
CAPITAL BUSINESS SYSTEMS, INC	QUARTERLY OVERAGES	252.68
CAPITAL BUSINESS SYSTEMS, INC	TX-3000 CONTRACT	155.53
CAPITAL BUSINESS SYSTEMS, INC	AUG 26 BASE CHG & JULY 26 OVERAGES	194.35
CAPITAL SANITARY SUPPLY CO, INC	CLEANING SUPPLIES	955.17
CARAHSOFT TECHNOLOGY CORPORATION	PW ASSET MANAGEMENT SOFTWARE	50,801.48
CARAHSOFT TECHNOLOGY CORPORATION	PW ASSET MANAGEMENT SOFTWARE	50,801.47
CAREY'S LAWNSCAPE INC	FERTILIZE AT STREETS & W/YARD	248.00
CARMEN A RODRIGUEZ ARANDA	1131 SAGEWOOD AVE SIDEWALK COST SHARE PROGRAM	447.38
CEDRIC D MCDONALD	FLAG FOOTBALL OFFICIAL	100.00

CEI SECURITY & SOUND	ACCESS EQUIP & INSTALL	7,235.00
CEI SECURITY & SOUND	CAMERAS	15,092.00
CENTRAL DISTRICT HEALTH DEPARTMENT	ACO PREVENTATIVE IMMUNIZATION	2,556.00
CENTRAL NE INC	REPLACE CONTROLLER FOR OVERHEAD DOOR	1,875.00
CENTRAL STATES INDUSTRIAL SUPPLY INC	FIRE WATER JOCKEY	5,463.89
CENTURYLINK INC	AUGUST 13 BILLING GRACE ABBOTT	95.38
CENTURYLINK INC	AUGUST 13 BILLING LINCOLN PARK POOL	95.38
CENTURYLINK INC	AUGUST 13 BILLING PIER PARK POOL	95.38
CENTURYLINK INC	DATA PHONE BILL	240.84
CHASE PAYMENTECH LLC	CREDIT CARD USER FEE	97.43
CINTAS CORP	FLOOR MATS	47.21
CINTAS CORP	UNIFORMS	3.14
CINTAS CORP	UNIFORMS	3.14
CINTAS CORP	UNIFORMS	109.86
CINTAS CORP	UNIFORMS	109.87
CINTAS CORP	FLOOR MATS	27.74
CINTAS CORP	UNIFORMS	48.79
CINTAS CORP	UNIFORMS	48.79
CINTAS CORPORATION NO 2	RESTOCK FIRST AID	289.76
CITY GRAND ISLAND FIRE DEPT	CPR RECERTS	308.00
CITY OF GRAND ISLAND	OCTOBER RENT - WEST BUILDING	5,250.00
CITY OF GRAND ISLAND	DEBRIS DISPOSAL	68.14
CITY OF GRAND ISLAND	DEBRIS DISPOSAL	204.84
CITY OF GRAND ISLAND POLICE DEPT	REIMBURSE - JERRY'S SHEET METAL JOB	2,710.00
CITY OF GRAND ISLAND-BUILDING DEPT	DEMO/ BURN HOUSE	198.88
CITY OF GRAND ISLAND-FINANCE DEPT	2012 FORD F250 (WATER DEPT UNIT 902) SOLD TO EMERG	17,350.00
COMMERCE CONSTRUCTION	GREENHOUSE RENOVATION	42,535.95
COMMONSPIRIT HEALTH	PRE-EMP & POST ACCIDENT SCREEN	91.00
COMMONSPIRIT HEALTH	PRE-EMP & POST ACCIDENT SCREEN	25.75
COMMONSPIRIT HEALTH	PRE-EMP & POST ACCIDENT SCREEN	142.17
COMMONSPIRIT HEALTH	PRE-EMP & POST ACCIDENT SCREEN	48.50
COMMONSPIRIT HEALTH	PRE-EMP & POST ACCIDENT SCREEN	22.75
CONDY HOLDINGS LLC	LIQUID ORTHO- POLY PHOSPHATE	58,862.70
CORE & MAIN LP	WATER METER	836.90
CREDIT MANAGEMENT SERVICES INC	JULY 2026 BILLING ON ACCT 26822	646.94
CREDIT MANAGEMENT SERVICES INC	JULY 2026 BILLING ON ACCT 27475	10.00
CREDIT MANAGEMENT SERVICES INC	JULY 2026 BILLING ON ACCT 26822	411.69
CREDIT MANAGEMENT SERVICES INC	JULY 2026 BILLING ON ACCT 26822	411.69
CRESCENT ELECTRIC SUPPLY CO	ELECTRICAL PARTS	99.62
CRESCENT ELECTRIC SUPPLY CO	LED LIGHTS	413.44
CUTTING EDGE CLEANING SERVICE, INC	APRIL BILL CLEANING SERVICE	620.00
CUTTING EDGE CLEANING SERVICE, INC	AUG. CLEANING SERVICE	775.00
D & A TRENCHING	INSTALL CONDUIT	3,235.00
D & A TRENCHING	INSTALL CONDUIT	4,930.00
DCS PARTS CORPORATION	DCS BUS MONITOR MODULE	(19.86)
DCS PARTS CORPORATION	OUTPUT MODULE	(33.61)
DCS PARTS CORPORATION	DCS BUS MONITOR MODULE	(7.22)

DCS PARTS CORPORATION	OUTPUT MODULE	(12.22)
DCS PARTS CORPORATION	DCS BUS MONITOR MODULE	388.08
DCS PARTS CORPORATION	OUTPUT MODULE	656.83
DELTA DENTAL OF NEBRASKA	DENTAL INSURANCE CLAIMS	7,597.80
DRY CREEK ARSENAL LLC	RIFLES & SUPPRESSORS	19,949.50
EAKES INC	FINANCE COPIER FEE	347.43
EAKES INC	FINANCE COPIER FEE	362.44
EAKES INC	BUILDING COPIER FEE	108.37
EAKES INC	BUILDING COPIER FEE	65.89
EAKES INC	CLN SUP	1,228.81
EAKES INC	LAUNDRY SOAP	412.20
EAKES INC	COPIER MAINTENANCE	169.75
EAKES INC	COPY PAPER - LEC	1,777.78
EAKES INC	BUILDING COPIER FEE	141.93
EAKES INC	COPY PAPER	227.88
ECOLAB INC	PEST CONTROL	81.51
ECOLAB INC	PEST CONTROL	231.13
ECOLAB INC	PERIMETER SPRAYING	451.45
ECOLAB INC	PERIMETER SPRAYING	619.63
ECOLAB INC	PEST CONTROL	64.49
ECOLAB INC	PEST CONTROL	184.59
ECOLAB INC	PEST CONTROL - WF	174.15
ELECTRIC PUMP LLC	FLYGT MIXER PARTS	1,473.00
ELSBURY CONSTRUCTION LLC	2021-P-6	483,548.84
EMC INSURANCE CO	WC COST OF JULY 2026	312.31
EMC INSURANCE CO	WC COST OF JULY 2026	298.80
ERICKSON SULLIVAN ARCHITECTS & ASSOCIATES, LLC	ARCHITECT SERVICES	17,475.00
ESSENTIAL PERSONNEL INC	LITTER PICKERS	790.92
ESSENTIAL PERSONNEL INC	LITTER PICKERS	912.60
FAMILY RESOURCES OF GREATER NEBRASKA PC	EAP OCT-DEC 2026	8,009.93
FATTMERCHANT INC	CC MACHINE FEES	206.00
FATTMERCHANT INC	CC MACHINE FEES	103.00
FEDEX FREIGHT	FREIGHT	223.62
FIDELITY SECURITY LIFE INSURANCE COMPANY	AUGUST COBRA VISION PREMIUMS	63.76
FIRST DATA CORPORATION	JULY 26 CREDIT CARD USER FEES	81.81
FIRST DATA CORPORATION	JULY 26 CREDIT CARD USER FEES	61.58
FIRST DATA CORPORATION	JULY 26 CREDIT CARD USER FEES	111.72
FIRST DATA CORPORATION	JULY 26 CREDIT CARD USER FEES	(83.85)
FIRST DATA CORPORATION	JULY 26 CREDIT CARD USER FEES	5,621.89
FIRST DATA CORPORATION	JULY 26 CREDIT CARD USER FEES	333.88
FISERV INC	JULY 2026 BILLING CC FEES	764.98
FISERV INC	JULY 2026 BILLING CC FEES	8,514.48
FISERV INC	JULY 2026 BILLING CC FEES	486.81
FISERV INC	JULY 2026 BILLING CC FEES	5,418.31
FISERV INC	JULY 2026 BILLING CC FEES	486.80
FISERV INC	JULY 2026 BILLING CC FEES	5,418.30
FIVE POINTS BANK	COPIER LEASE	115.89

FLATWATER APPAREL, INC.	GIPD BADGES	1,220.00
FLATWATER APPAREL, INC.	VINYL TRANSFER	60.00
FRANKCOLORS REMODELING, LLC	PAINTING - WATER SYST BURDICK	5,200.00
FROST SOLUTIONS LLC	MINI WEATHER SUBSCRIPTION	3,000.00
GALVAN CONSTRUCTION INC	TRAIL REPAIRS	9,103.75
GALVAN CONSTRUCTION INC	TREE CURBING @ CITY LOT S OF CHICKEN COOP	3,475.00
GENASYS INC	SUBSCRIPTION 2026-2027	9,450.00
GILMORE & BELL, A PROFESSIONAL CORPORATION	LEGAL FEES	32,660.00
GPM ENVIRONMENTAL SOLUTIONS LLC	FLOWMETERS	14,995.00
GRAINGER	TUBING CUTTERS	66.26
GRAND ISLAND PRINTING COMPANY INC	ENVELOPES	315.32
GRAND ISLAND PRINTING COMPANY INC	FIRE STATION PHOTOS	23.97
GRAY LOCAL MEDIA, INC.	STORMWATER COMMERCIALS	1,700.00
GRAY LOCAL MEDIA, INC.	STORMWATER COMMERCIALS	1,480.00
GREATER NEBRASKA CITIES	SEPTEMBER DUES	1,000.00
GRID TRAINING CORP	CITY OF GI LCP YEAR II - PORTER	789.00
HACH COMPANY	REPLACEMENT DO PROBES FOR AERATION BASIN	11,305.60
HACH COMPANY	REPLACEMENT DO PROBES FOR AERATION BASIN	13,922.30
HACH COMPANY	UVAS SENSOR & SPECTROPHOTOMETER SERVICING	2,644.00
HACH COMPANY	UVAS SENSOR & SPECTROPHOTOMETER SERVICING	3,531.00
HALL COUNTY TREASURER	SALES TAX & TITLE FEE 2026 FORD F-250 SERVICE TRUC	6,283.80
HANSEN INTERNATIONAL TRUCK INC	2026 INTERNATIONAL CV515 JETTER TRUCK	211,293.00
HD SUPPLY INC	PAPER TOWELS PDW	37.76
HD SUPPLY INC	PAPER TOWELS	75.52
HD SUPPLY INC	PAPER TOWELS	151.04
HD SUPPLY INC	TOWELS & CLEANER	260.94
HD SUPPLY INC	JANITORIAL SUPPLIES	370.80
HD SUPPLY INC	JANITORIAL SUPPLIES	1,167.19
HD SUPPLY INC	CREDIT	(162.36)
HD SUPPLY INC	RESTROOM HANDSOAP & TOILET PAPER	413.88
HD SUPPLY INC	RESTROOM PAPER TOWELS	162.72
HD SUPPLY INC	JANITORIAL SUPPLIES	(42.24)
HD SUPPLY INC	JANITORIAL SUPPLIES	(7.34)
HD SUPPLY INC	JANITORIAL SUPPLIES	(4.52)
HD SUPPLY INC	JANITORIAL SUPPLIES	(15.36)
HD SUPPLY INC	JANITORIAL SUPPLIES	(2.67)
HD SUPPLY INC	JANITORIAL SUPPLIES	(1.65)
HD SUPPLY INC	JANITORIAL SUPPLIES	88.41
HD SUPPLY INC	JANITORIAL SUPPLIES	143.51
HD SUPPLY INC	JANITORIAL SUPPLIES	825.56
HIBON INC	BLOWER PARTS	(702.83)
HIBON INC	BLOWER PARTS	(255.58)
HIBON INC	BLOWER PARTS	13,737.18
HONEYWELL INTERNATIONAL INC	HVAC REPAIR CITY HALL	8,933.92
HONEYWELL INTERNATIONAL INC	BOILERS FOR HEC	66,213.10
HONEYWELL INTERNATIONAL INC	HEC HVAC REPLACEMENT	36,545.31
HUTCHESON ENGINEERING PRODUCTS INC	DOSING HEAD - ELEVATED TOWER	(117.13)

HUTCHESON ENGINEERING PRODUCTS INC	DOSING HEAD - ELEVATED TOWER	(42.59)
HUTCHESON ENGINEERING PRODUCTS INC	DOSING HEAD - ELEVATED TOWER	2,289.29
INGRAM LIBRARY SERVICES LLC	BOOKS	3,037.75
INGRAM LIBRARY SERVICES LLC	BOOKS	4,421.17
INGRAM LIBRARY SERVICES LLC	CREDIT	(43.05)
INGRAM LIBRARY SERVICES LLC	CREDIT	(12.40)
INGRAM LIBRARY SERVICES LLC	CREDIT	(10.82)
INGRAM LIBRARY SERVICES LLC	CREDIT	(8.99)
INGRAM LIBRARY SERVICES LLC	CREDIT	(8.24)
JACKS UNIFORMS AND EQUIPMENT	NAME TAPE	45.00
JACKS UNIFORMS AND EQUIPMENT	UNIFORM PANTS	257.79
JACKS UNIFORMS AND EQUIPMENT	BULLET PROOF VEST	659.50
JACKS UNIFORMS AND EQUIPMENT	BULLET PROOF VEST	659.50
JACKSON SERVICES INC	SHOP TOWELS & MOPS	73.32
JENSEN ROGERT ASSOCIATES, INC.	LOBBYIST SERVICES	3,000.00
JEO CONSULTING GROUP INC	2026-P-3	8,218.75
JEREMI DAHLKE	MOW STREETS/ W/YARD	855.00
JERRY'S TRANSMISSION SERVICE INC	BUTTERFLY VALVE	6,768.07
JMR ENTERPRISES LLC	TASK FORCE AWARD	125.00
KD JONES INVESTMENTS LLC	ROOF REPLACEMENT	49,749.00
LEAF IT TO US TREE SERVICE LLC	EMERGENCY TREE REMOVALS & DISPOSALS	1,250.00
LEAF IT TO US TREE SERVICE LLC	REMOVE & DISPOSE LARGE TREE PIONEER PARK	1,100.00
LEAGUE OF NEBRASKA MUNICIPALITIES	ANN. MEMBERSHIP	3,193.00
LEAGUE OF NEBRASKA MUNICIPALITIES	ANNUAL MEMBERSHIP	8,621.00
LEE BHM CORP	MEETING NOTICE - LEPC	15.20
LEGACY OUTDOOR ADVERTISING, LLC	BILLBOARD STORMWATER ADVERTISING	1,665.00
LEXISNEXIS RISK DATA MANAGEMENT LLC	LICENSE FEE	750.00
LINCOLN WINWATER WORKS CO	3/4" BACKFLOW PREVENTERS	1,343.75
LINCOLN WINWATER WORKS CO	INVENTORY BRASS FITTINGS	2,875.63
LINCOLN WINWATER WORKS CO	REPAIR CLAMPS	3,268.00
LYMAN-RICHEY CORPORATION	READY MIX CONCRETE	994.50
LYMAN-RICHEY CORPORATION	READY MIX CONCRETE	1,606.50
LYMAN-RICHEY CORPORATION	READY MIX CONCRETE	1,665.56
LYMAN-RICHEY CORPORATION	READY MIX CONCRETE	1,890.63
LYMAN-RICHEY CORPORATION	CONCRETE	338.05
MARIANNE RAPIEN	REPLACE FLEET UPHOLSTERY	786.08
MARION A TARNICK	FLOOR MATS	182.48
MAYHEW SIGNS INC	REPAIRS TO GRAND ISLAND ENTRANCE SIGN	37,295.00
MCMASTER-CARR SUPPLY COMPANY	CHLORINATOR	208.15
MCMASTER-CARR SUPPLY COMPANY	HOSES FOR GROUNDFOS	516.12
MELISSA R. GIRARD-LEMONS, DVM, PC	ACO VET - EUTHANASIA CAT	70.00
MELISSA R. GIRARD-LEMONS, DVM, PC	VET CARE - K9 CELLO	96.08
MID-NEBRASKA DISPOSAL INC	GARBAGE SERVICE	44.20
MIDWEST CLOUD COMPUTING LLC	BARRACUDA EMAIL	298.53
MIDWEST CLOUD COMPUTING LLC	RMM/KEEPER LICENSE	812.77
MIDWEST CLOUD COMPUTING LLC	BARRACUDA EMAIL	298.53
MIDWEST TAPE LLC	BLUERAY, DVD'S & PLAYAWAY	316.65

MIDWEST TAPE LLC	PLAYAWAY	59.99
MOTOROLA SOLUTIONS INC	P25 RADIO PROJECT - FINAL	37,499.51
MOTOROLA SOLUTIONS INC	P25 RADIO PROJECT - FINAL	112,498.54
MOTOROLA SOLUTIONS INC	TRUCK RADIO	9,086.29
MUDDY RIVER TRAINING CONSULTANTS LLC	FACE MASK/ DIVE EQUIPMENT	3,000.00
MUNICIPAL SUPPLY INC OF NE	CHLORINATOR	2,067.37
MYERS CONSTRUCTION INC	2024-LSL-1B PAY REQUEST #6	532,136.54
NANCY FAIRBANKS	POTTERY CLASS FOR ADULTS AND TEENS	500.00
NAVARI PLATFORM INC	NAVARI/RENEWAL FY 26-27	15,467.04
NEBRASKA FIRE SPRINKLER CORPORATION	5YR INSPECTION / ST 2	177.00
NEBRASKA FIRE SPRINKLER CORPORATION	FIRE SPRINKLER INSP ST 2	250.00
NEBRASKA FIRE SPRINKLER CORPORATION	5 YEAR INSPECTION - BURDICK	156.00
NEBRASKA FIRE SPRINKLER CORPORATION	REPLACE TRIPPER FLOOR PIPE	550.00
NEBRASKA FIRE SPRINKLER CORPORATION	DELUGE VALVE REPLACEMENT	9,500.00
NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LAB	WATER SYST. TESTING	237.00
NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LAB	WATER SYST. TESTING	2,174.00
NEBRASKA STATE TREASURER	STALE AP CHECKS 000 FUND	620.55
NEBRASKA STATE TREASURER	STALE PAYROLL CHECKS 000 FUND	698.87
NEBRASKA STATE TREASURER	STALE PAYROLL CHECKS 100 FUND	103.53
NEBRASKALINK HOLDINGS LLC	INTERNET SERVICE FOR SEPTEMBER 2026	775.00
NERC	NERC ASSES. - 4TH QTR	14,286.01
NIPPON SANSO MATHESON, INC.	MONTHLY BOTTLE RENTAL	361.50
NIPPON SANSO MATHESON, INC.	MONTHLY BOTTLE RENTAL	971.07
NORTHEAST COMMUNITY COLLEGE AREA	JOB TRAINING AND SAFETY	359.25
NORTHEAST COMMUNITY COLLEGE AREA	JOB TRAINING AND SAFETY	2,035.75
NORTHEAST COMMUNITY COLLEGE AREA	JOB TRAINING AND SAFETY	119.75
NORTHEAST COMMUNITY COLLEGE AREA	JOB TRAINING AND SAFETY	1,556.75
NORTHWEST ELECTRIC LLC	MOTORS	3,346.12
NORTHWESTERN ENERGY	NAT GAS ST 4	32.35
NORTHWESTERN ENERGY	ST 2 NAT GAS	22.99
NORTHWESTERN ENERGY	NAT GAS ST 4	21.57
NORTHWESTERN ENERGY	ST 2 NAT GAS	15.33
NORTHWESTERN ENERGY	NATURAL GAS PDW	26.90
NORTHWESTERN ENERGY	NATURAL GAS	24.02
NORTHWESTERN ENERGY	NATURAL GAS	37.02
NORTHWESTERN ENERGY	7/16 TO 8/17/26 SERVICE	6.62
NORTHWESTERN ENERGY	7/16 TO 8/17/26 SERVICE	11.03
NORTHWESTERN ENERGY	7/16 TO 8/17/26 SERVICE	11.03
NORTHWESTERN ENERGY	7/16 TO 8/17/26 SERVICE	14.28
NORTHWESTERN ENERGY	7/16 TO 8/17/26 SERVICE	4.41
NORTHWESTERN ENERGY	7/20 TO 8/20/26 SERVICE	277.99
NORTHWESTERN ENERGY	NATURAL GAS 7/1 - 8/3	24.17
NORTHWESTERN ENERGY	NATURAL GAS 7/1 - 8/3	26.33
NORTHWESTERN ENERGY	NATURAL GAS 7/1 - 8/3	26.78
NORTHWESTERN ENERGY	NATURAL GAS 7/1 - 8/3	30.70
NORTHWESTERN ENERGY	NATURAL GAS 7/1 - 8/3	32.85
NORTHWESTERN ENERGY	NATURAL GAS 7/1 - 8/3	48.33

NOVASPECT INC	ASCO VALVES FOR GT2	946.90
NOVASPECT INC	VALVES & KIT	4,887.21
NSG LOGISTICS LLC	ICE SLICER	4,778.71
OLSSON INC	VARIOUS INTERSECTION TRAFFIC ANALYSIS	9,000.00
OLSSON INC	2021-P-6	61,388.17
OLSSON INC	2024-P-4	38,208.34
OLSSON INC	2026-P-1	48,657.40
OLSSON INC	2026-P-2	31,018.66
OLSSON INC	2026-TS-1	3,226.97
OLSSON INC	2026 REGIONAL/2024-28 FDA MONITORING	10,637.94
OLSSON INC	CELL 4	21,865.58
OLSSON INC	CELL 4	28,245.64
OLSSON INC	2023-WWTP-1	52,207.67
OLSSON INC	2025-S-2	9,351.93
OLSSON INC	2024-S-3- CIPP	801.30
OPIN, LLC	FR CLOTHING - GLOCK	(7.87)
OPIN, LLC	FR CLOTHING - MATTISON	(11.00)
OPIN, LLC	FR CLOTHING - MATTISON	(9.90)
OPIN, LLC	FR CLOTHING - MICHALSKI	(5.83)
OPIN, LLC	FR CLOTHING - PORTER	(2.64)
OPIN, LLC	FR CLOTHING - PORTER	(2.64)
OPIN, LLC	FR-CLOTHING - MATTISON	(4.90)
OPIN, LLC	FR-CLOTHING GOSSER	(3.58)
OPIN, LLC	FR CLOTHING - GLOCK	(2.86)
OPIN, LLC	FR CLOTHING - MATTISON	(4.00)
OPIN, LLC	FR CLOTHING - MATTISON	(3.60)
OPIN, LLC	FR CLOTHING - MICHALSKI	(2.12)
OPIN, LLC	FR CLOTHING - PORTER	(0.96)
OPIN, LLC	FR CLOTHING - PORTER	(0.96)
OPIN, LLC	FR-CLOTHING - MATTISON	(1.78)
OPIN, LLC	FR-CLOTHING GOSSER	(1.30)
OPIN, LLC	FR CLOTHING - GLOCK	153.73
OPIN, LLC	FR CLOTHING - MATTISON	193.50
OPIN, LLC	FR CLOTHING - MATTISON	215.00
OPIN, LLC	FR CLOTHING - MICHALSKI	113.95
OPIN, LLC	FR CLOTHING - PORTER	51.60
OPIN, LLC	FR CLOTHING - PORTER	51.60
OPIN, LLC	FR-CLOTHING - MATTISON	95.68
OPIN, LLC	FR-CLOTHING GOSSER	69.88
PAMELA J DUBBS	FINAL PAY FOR DECEASED EMPLOYEE RANDALL DUBBS 1574	20,549.08
PEABODY COALSALES LLC	COAL CCAGI012	137,629.93
PEABODY COALSALES LLC	DUST TOP CCAGI012	1,512.50
PETE LIEN & SONS INC	PEBBLE LIME	7,310.49
PETE LIEN & SONS INC	PEBBLE LIME	7,313.07
PETE LIEN & SONS INC	PEBBLE LIME	7,323.37
PETE LIEN & SONS INC	PEBBLE LIME	7,331.10
PETE LIEN & SONS INC	PEBBLE LIME - DEMURRAGE CHG.	3,126.88

PLATTE VALLEY COMMUNICATIONS INC	REMOVED INSTALL RADIOS	19,447.35
PLATTE VALLEY COMMUNICATIONS INC	LI. ION BATTERIES	1,558.75
PRIME TURBINE PARTS LLC	REHEAT & INTERCEPT VALVES	9,502.96
PRIME TURBINE PARTS LLC	REHEAT & INTERCEPT VALVES	(486.20)
PRIME TURBINE PARTS LLC	REHEAT & INTERCEPT VALVES	(176.80)
PUBLIC POWER GENERATION AGENCY	JULY FUEL & O&M BILLING	562,806.96
PVS DX INC.	CHLORINE CYLINDERS	2,804.56
PVS DX INC.	CHLORINE CYLINDERS - BURDICK	4,348.58
PVS DX INC.	CHLORINE CYLINDERS - ROGERS	4,638.48
RAYNOR GARAGE DOORS OF CENTRAL NE INC	SALLY PORT OVERHEAD DOOR REPAIR	235.00
REFUND CUSTOMERS	OVERPAID AMBULANCE BILL	275.00
REFUND CUSTOMERS	OVERPAID AMBULANCE BILL	985.00
REFUND CUSTOMERS	VOID ROW26-000284 REPLACED BY LA26-000024	30.00
REFUND CUSTOMERS	VOID ROW26-000293 OUTSIDE CITY LIMITS	30.00
REFUND CUSTOMERS	VOID ROW26-000295 DUPLICATE OF ROW26-000294	30.00
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	3.86
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	114.53
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	1,889.19
REFUND CUSTOMERS	UTILITY EASEMENT	1.00
REFUND CUSTOMERS	EFUND OVERPAYMENT ON ACCOUNT	0.56
REFUND CUSTOMERS	VOID SSS26-000148 WORK ON PRIVATE PROPERTY	70.00
REFUND CUSTOMERS	VOID SWR-25-74	70.00
RESILITE SPORTS PRODUCTS, INC	CUSTOM TRAINING MATS	17,106.33
RESOURCE WEST INC	VFD INVERTER FOR LEACHATE	3,106.85
RMV CONSTRUCTION, LLC	2025-SWTS-1	695,980.21
ROADBUILDERS MACHINERY & SUPPLY CO., INC.	BOMAG WHEELS	20,964.00
ROBERT A DETWEILER	SHARPEN CHAINS	132.44
RS AMERICAS INC	VOLUME BOOSTER	242.80
RS AMERICAS INC	PARTS FOR AUX DAMPERS	44.94
RS AMERICAS INC	PARTS FOR AUX DAMPERS	208.96
RUBEN CRUZ	FLAG FOOTBALL OFFICIAL	125.00
RURAL ELECTRIC SUPPLY COOPERATIVE	ELBOW ARRESTERS	7,167.56
RURAL ELECTRIC SUPPLY COOPERATIVE	ELBOW ARRESTERS	7,167.56
SANDHILLS TRUCK COMPANY INC.	REPAIR ORDER	1,589.63
SAPP BROS INC	ETHANOL, DIESEL	17,410.87
SAPP BROS INC	ETHANOL, DIESEL	16,946.30
SCHEELE-KAYTON CONSTRUCTION, LLC	ISLAND OASIS WATER PARK IMPROVEMENT PROJECT #11	808,142.04
SEDGWICK CLAIMS MANAGEMENT SERVICES INC.	PROGRAM MANAGEMENT	250.00
SOS PORTABLE TOILETS INC	BURDICK - TOILET RENTALS	105.35
SOS PORTABLE TOILETS INC	PGS PORTABLE TOILET	105.35
SOUTH LOCUST VETERINARY CLINIC P.C.	ANIMAL CONTROL - L26073488	241.90
STATE OF NE DIV OF COMM	JUL-2026 LONG DISTANCE CHARGES	142.38
STATE OF NE DIV OF COMM	JUL-2026 LONG DISTANCE CHARGES	0.94
STATE OF NE DIV OF COMM	NE STATE CONNECTIVITY	2.05
STATE OF NEBRASKA DEPT OF ENVIRONMENT & ENERGY	ANNUAL FEE'S - TS	500.00
STATE OF NEBRASKA DEPT OF ENVIRONMENT & ENERGY	ANNUAL FEE'S LF	7,500.00
STATE OF NEBRASKA DEPT OF ENVIRONMENT & ENERGY	REVIEW FEE	120.00

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS INC	TS OPS & FACILITY IMPRV	21,900.63
STRAIGHT-LINE STRIPING INC	ANNUAL LANE LINE STRIPING	92,483.50
STUART C IRBY CO	#6 CU. TAP WIRE	4,214.00
STUHR MUSEUM OF THE PRAIRIE PIONEER	AUTHOR VISIT - PEDRO MARTIN	600.00
THE DIAMOND ENGINEERING COMPANY	PARKING RAMP MAINT & RPRS 2026	111,553.00
THE DIAMOND ENGINEERING COMPANY	2023-P-12	60,165.01
THE DIAMOND ENGINEERING COMPANY	2023-P-12	90,731.88
THE DIAMOND ENGINEERING COMPANY	2024-P-4	174,704.91
THE DIAMOND ENGINEERING COMPANY	2026-S-4	10,328.83
THE RETROFIT COMPANIES INC	RECYCLING BATTERIES/ BULBS & MISC.	1,006.91
TRANE U.S. INC	A/C REPAIR FPB 15	2,789.14
UNION PACIFIC RAILROAD COMPANY	TRAIN CCAGI012	300,665.07
UNITED CONVEYOR CORPORATION	GASKETS	4,058.28
VAN KIRK SAND & GRAVEL INC	HWY 30 DITCH GRADING	7,500.00
VAN KIRK SAND & GRAVEL INC	2026-P-1	238,511.16
VERIZON WIRELESS	PHONE BILL	12.73
VESTIS GROUP, INC	RAG AND RUG SERVICES	66.56
VESTIS GROUP, INC	RUGS	79.50
VESTIS GROUP, INC	JANITORIAL SUPPLIES	96.35
VESTIS GROUP, INC	RUGS & SHOP RAGS	574.15
VESTIS GROUP, INC	UNIFORM SERVICE	18.25
VESTIS GROUP, INC	UNIFORMS	17.95
VESTIS GROUP, INC	UNIFORMS	18.25
VESTIS GROUP, INC	UNIFORMS	18.25
VESTIS GROUP, INC	UNIFORMS	18.25
VESTIS GROUP, INC	RUGS	56.41
VULCAN INDUSTRIES INC	SCREENING BAGS	2,043.74
WATER ENGINEERING INC	PGS COOLING TOWER CHEMICAL	22,357.31
WESCO DISTRIBUTION INC	4" GRC COUPLINGS	224.03
WESCO DISTRIBUTION INC	BUCKET LANTERN	890.10
WILMER MENDOZA	TRASH RECEPTICLE FOR CODE ENFORCED PROPERTY	610.00
WINSUPPLY OF GRAND ISLAND	PEX FITTINGS	182.75
ZORO TOOLS INC	METAL SAW - BURDICK	3,223.67
ZORO TOOLS INC	SAFETY GLASSES	70.06
	Total	$ 7,497,118.04

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 9.c.

Subject: 2026-234- Approving Preliminary Engineering Services Agreement with WSP USA, Inc. for Grand Island Rail Crossing Study

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

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BACKGROUND: On January 27, 2026, via Resolution No. 2026-16, City Council approved a Program Agreement with the Nebraska Department of Transportation (NDOT) for a study of the current conditions at 17 public rail crossings along 11 miles of the Burlington Northern Santa Fe (BNSF) Ravenna Subdivision in Grand Island, Nebraska.

Such agreement was a product of the City being awarded the Railroad Crossing Elimination (RCE) Program grant from the US Department of Transportation. Federal funds have been obligated in the amount of $600,000.00, with $75,000.00 being City responsibility and another $75,000.00 being the responsibility of Burlington Northern Santa Fe Railroad.

On February 24, 2026, via Resolution No. 2026-43, City Council approved the funding agreement with the City of Grand Island, BNSF, and NDOT for Grand Island Rail Crossing Planning. This agreement commits $75,000.00 to be provided by BNSF.

DISCUSSION: WSP USA, Inc. of Omaha, Nebraska has been selected to perform Preliminary Engineering Services based on a qualification selection process through NDOT for these services. Public Works Engineering staff reviewed and concur with the scope and fee negotiated by NDOT.
WSP USA, Inc. will be paid actuals costs, for an amount not to exceed $749,910.37.

FISCAL IMPACT: Funds will be paid out of the 21000001-2100-40073.

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

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

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

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:
1. PE Agreement
2. Resolution

Agreement No.		BK2661
NTP Date		
Agreement Amount	CPFF	$749,910.37

PROFESSIONAL SERVICES AGREEMENT

LPA PROJECTS

PRELIMINARY ENGINEERING SERVICES

CITY OF GRAND ISLAND
WSP USA, INC.
PROJECT NO. DPS-STWD(251)
CONTROL NO. 01087
GRAND ISLAND RAIL CROSSING STUDY

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

WITNESSETH

WHEREAS, "State" means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. The State will act as an agent of LPA and will represent the interests of the United States Department of Transportation in the development and construction of such LPA's project when State is managing the project on behalf of the LPA, and

WHEREAS, "LPA" for this Agreement means City of Grand Island who has jurisdictional responsibility over the transportation facility that will be the subject of this Agreement with Consultant. In this Agreement, LPA may also be used to refer to all Local Public Agencies, collectively. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects, and

WHEREAS, State is authorized by state law to assist Nebraska Local Public Agencies, hereinafter referred to as LPA or LPAs, with obtaining and expending federal funds for local transportation projects, and

WHEREAS, State is presently assisting LPAs in the development of Federal-aid LPA transportation projects for local streets, roads and facilities, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. DPS-STWD(251) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of LPA dated _____ day of _____, 20___, attached as Exhibit "F" and incorporated herein by this reference, and

WHEREAS, LPA used a qualification-based selection process to select Consultant to provide Preliminary Engineering services, hereinafter referred to as "Services", and

WHEREAS, Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, LPA and Consultant wish to enter into this Agreement to specify the duties and obligations of the Parties for the Services described herein, and

WHEREAS, Consultant is willing to perform Services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to

this Agreement, and agrees to comply with all applicable federal-aid transportation project related program requirements, so that Consultant's costs under this Agreement will be eligible for federal reimbursement, and

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

WHEREAS, Consultant should request from LPA or State the contact information for Consultant's primary point of contact for this project, and

WHEREAS, the Parties understand that this Agreement will be posted to a publicly accessible database of State agreements pursuant to the requirements Neb. Rev. Stat. § 84-602.04.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties hereto agree as follows:

SECTION 1. CONTACT INFORMATION

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

1.1 Consultant Project Manager

Firm Name	WSP USA, Inc.
Contractor/Vendor Number	6619
Address	950 S 10th St-Suite 011, Omaha, NE 68108
Project Manager's Name	Matthew Weber
Project Manager's Phone	904-414-8640

1.2 Subconsultant Project Manager

Firm Name	Olsson
Contractor/Vendor Number	6074
Address	601 P Street, Suite 200, Lincoln, NE 68508
Project Manager's Name	Matt Rief
Project Manager's Phone	402-458-5669

1.3 State PC/RC

Name	Jodi Gibson
Phone Number	402-479-4337

1.4 State Agreements Specialist

Name	Lucinda Dowding
Phone Number	402-479-3127

SECTION 2. *This section has intentionally been left blank.*

SECTION 3. *This section has intentionally been left blank.*

SECTION 4. NOTICE TO PROCEED AND COMPLETION SCHEDULE

4.1 LPA, or State on behalf of LPA, will issue Consultant a written Notice to Proceed upon 1) complete execution of this Agreement, 2) LPA's determination, or State's determination on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Agreement is acceptable for federal funding eligibility. Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be eligible for reimbursement.

4.2 In the event that prior to the Effective Date of this Agreement, Consultant is issued a Notice to Proceed and Consultant began work, Consultant will be paid for such work in accordance with this Agreement and the Parties are bound by this Agreement as if the work had been completed after the Effective Date of the Agreement.

4.3 Consultant shall complete the Services according to the schedule in attached Exhibit "A" and shall complete all Services required under this Agreement in a satisfactory manner by October 31, 2027. Costs incurred by Consultant after the completion date, are not eligible for reimbursement unless Consultant has received a written extension of time from LPA or State, on LPA's behalf. Extensions of the time to complete the Services must not be construed as an extension to the duration of the agreement.

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

SECTION 5. DURATION OF THE AGREEMENT (Matches Project Lifespan)

5.1 *Effective Date* – This Agreement is effective when executed by the Parties.

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

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

5.4 *Identifying Date* – This Agreement may be identified by the date LPA signed the agreement.

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

SECTION 6. SCOPE OF SERVICES

6.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Preliminary Engineering services for project DPS-STWD(251), Grand Island, in Hall County, Nebraska. The Scope of Services ("Services") is outlined in Exhibit "A", attached and incorporated herein by this reference.

6.2 Exhibit "A" is the result of the following process:

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

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

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

6.3 LPA, or State on LPA's behalf, reserves the unconditional right to add to, subtract from, or alter the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Agreement. The addition, subtraction, or alteration will become

effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.

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

SECTION 7. STAFFING PLAN (PE)

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

7.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the Services on schedule will be cause for termination of this Agreement, with settlement to be made as set out on Exhibit "C".

SECTION 8. *This section has intentionally been left blank.*

SECTION 9. NEW EMPLOYEE WORK ELIGIBILITY STATUS

9.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

Neb. Rev. Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

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

a. Consultant must complete the United States Citizenship Attestation form and attach it to this Agreement. This form is available on the Department of Transportation's website at http://dot.nebraska.gov/media/2802/ndot289.pdf.

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

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

SECTION 10. FEES AND PAYMENTS

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

10.2 The maximum compensation amounts and general provisions concerning payment under this Agreement are attached as Exhibit "C".

SECTION 11. CONSULTANT'S PERFORMANCE (LPA PE)

11.1 Standard of Performance

Consultant shall complete the Services under this Agreement exercising the degree of skill, care, and diligence consistent with the applicable professional standards recognized by such profession and observed by national firms performing services of the type provided for in this Agreement. Consultant shall complete the Services exercising good and sound professional judgment and practices. Consultant's Services shall conform to applicable licensing requirements, industry standards, statutes, laws, acts, ordinances, and rules and regulations.

11.2 Quality of Service

Consultant agrees to perform all Services hereunder using qualified personnel consistent with good professional practice in the state of the art involved, and that performance of its personnel will reflect their best professional knowledge, skill, and judgment. Consultant agrees to permit LPA, or State on LPA's behalf, access at all times to the work product for purposes of reviewing same and determining that the Services are being performed in accordance with the terms of this Agreement.

11.3 Performance Evaluation

11.3.1 LPA, or State on LPA's behalf, retains the discretion to conduct an evaluation of Consultant's performance at any time. Consultant's performance may be subject to an evaluation in the following performance categories: (1) Communication, Cooperation, and Project Management; (2) Schedule; (3) Scope and Budget; and (4) Quality and Technical Performance. Consultant understands that if LPA, or State on LPA's behalf, determines that Consultant's performance is not meeting, has not met, or is at risk of not meeting the Standard of Performance set out herein, LPA, or State on LPA's behalf, may conduct a Consultant Performance Evaluation based on the applicable foregoing performance categories. If LPA, or State on LPA's behalf, chooses to conduct a Consultant Performance Evaluation,

LPA, or State on LPA's behalf, will notify Consultant of the evaluation including necessary instructions and procedures for complying with the evaluation.

11.3.2 Consultant shall, to the fullest extent reasonable, implement and make modifications and changes in response to the evaluation, correct deficiencies, implement improvements, and improve performance to comply with the terms of this Agreement in response to the Performance Evaluation. LPA's or State's remedies for substandard performance will apply even in the absence of a Consultant Performance Evaluation.

11.4 LPA's or State's Remedies for Substandard Performance

Upon notice of substandard performance of Services revealed during or after the construction of the project, Consultant shall re-perform the Services at no cost to LPA or State. Further, Consultant shall reimburse LPA or State for any costs incurred by LPA or State for necessary remedial work. Consultant shall respond to LPA's or State's notice of any errors, omissions, or negligence within twenty-four (24) hours and give immediate attention to necessary corrections to minimize any delays to the project. This may involve visits by Consultant to the project site, if directed by LPA or State. If Consultant discovers errors, omissions, or negligence in its Services, Consultant shall notify LPA and State of the errors within three (3) business days. Failure of Consultant to notify LPA and State constitutes a breach of this Agreement.

If Consultant fails to re-perform the Services, or if LPA or State determines that Consultant will be unable to correct substandard Services before the time specified for completion in this Agreement, LPA or State may correct such unsatisfactory Services (or by the use of third parties) and charge Consultant for the costs incurred.

If LPA or State requires Consultant to remedy any deficiencies in the Services, Consultant shall make such corrections at no additional cost to LPA or State. Any increase or decrease in the scope of the Services or any modification of the specifications will be made only by written agreement signed by the Parties. Consultant shall bear legal liability for all damages incurred by LPA or State caused by Consultant's errors, omissions, or negligent acts without liability or expense to LPA or State. The rights and remedies of LPA or State provided herein are in addition to any other remedies provided by law.

SECTION 12. CONSULTANT'S ACCOUNTABILITY FOR ITS SERVICES (LPA)

12.1 Consultant agrees that LPA and State will rely on the professional training, experience, performance and ability of Consultant. Consultant agrees that examination by LPA, State, or Federal Highway Administration of the United States Department of Transportation (FHWA), approval, acceptance, use of, or acquiescence in Consultant's Services, will not be considered a full and comprehensive examination and will not be considered approval of Consultant's Services that would relieve Consultant from liability or expense connected with Consultant's sole responsibility for the propriety and integrity of Consultant's Services pursuant to this Agreement. Consultant agrees that LPA's or State's declining to approve Consultant's services will not be deemed an acceptance of defective services or relieve Consultant of its obligations and liabilities with respect to such services.

12.2 Consultant agrees that acceptance or approval of any of the services of Consultant by LPA or State or of payment, partial or final, will not constitute a waiver of any rights of LPA or State to recover from Consultant damages caused by Consultant due to error, omission, or negligence of Consultant in its services.

SECTION 13. DISPUTES

Any dispute concerning a question of fact in connection with the work will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

SECTION 14. SUSPENSION OR TERMINATION (PE 2-25-16)

14.1 Suspension or Termination

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

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

14.2 *This section has intentionally been left blank.*

14.3 Suspension

a. Suspension for Convenience. If LPA or State, on LPA's behalf, suspends the work for convenience, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA and State a detailed summary of the

current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

b. Suspension for Cause. If LPA or State, on LPA's behalf, suspends the work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. The notice of suspension will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA or State to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA and State. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Agreement.

14.4 Termination

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

14.5 Compensation upon suspension or termination

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

SECTION 15. OWNERSHIP OF DOCUMENTS

15.1 All surveys, maps, studies, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained under the terms of this Agreement are the property of LPA. Consultant shall deliver these documents to LPA at the conclusion of the project for inclusion in LPA's federal-aid file without restriction or limitation as to further use.

15.2 LPA acknowledges that such data may not be appropriate for use on an extension of the Services covered by this Agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at LPA's sole risk and without legal exposure or liability to Consultant.

15.3 Further, Consultant shall keep time sheets and payroll documents in Consultant's files for at least three years from the completion of final cost settlement by FHWA and project closeout by State.

SECTION 16. CONFLICT OF INTEREST LAWS

Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for LPA's project to remain fully eligible for federal funding. By signing this Agreement, Consultant certifies that Consultant is not aware of any financial or other interest Consultant has that would violate the terms of these federal provisions.

SECTION 17. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

17.1 Certain information provided by LPA or State to Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §407. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §407. "Privileged document" means any document pertaining to any file or project maintained by LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to Consultant in order that Consultant adequately design the project at hand on behalf of LPA or State.

17.2 Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for LPA or State for the project at hand only. Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. LPA or State agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 11/4/11):

> ***"CONFIDENTIAL INFORMATION:*** *Federal Law, 23 U.S.C §407, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The State of Nebraska* [or LPA] *has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient."*

17.3 Consultant agrees to obtain the written approval of LPA and State prior to the dissemination of any privileged or confidential information or documentation if it is unclear to Consultant whether such information or documentation is in fact privileged or confidential.

17.4 Consultant and LPA or State agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant will create liability on the part of Consultant to LPA or State for any damages that may occur as a result of the unauthorized dissemination. Consultant agrees to hold harmless, indemnify, and release LPA or State from any liability that may ensue on the part of LPA or State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant.

SECTION 18. FORBIDDING USE OF OUTSIDE AGENTS (Standard provision)

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, LPA or State has the right to annul this Agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 19. GENERAL COMPLIANCE WITH LAWS

Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work. If Consultant is found to have been in violation of any applicable federal, state, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

SECTION 20. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (3-2-21)

20.1 Consultant agrees to hold harmless LPA and State from all claims and liability due to the error, omission, or negligence of Consultant or those of Consultant's agents or employees in the performance of work under this Agreement. It is expected that in carrying out the work under this Agreement, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Agreement shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA or State in carrying out the work under this Agreement.

20.2 For the duration of this Agreement, Consultant shall carry insurance as outlined in Exhibit "D", attached and incorporated herein by this reference. For any work to be performed by a subconsultant/subcontractor or other person/entity, at any tier, for Consultant, Consultant shall require that such subconsultant/subcontractor or other person/entity meet the insurance requirements outlined in Exhibit "D".

SECTION 21. COORDINATING PROFESSIONAL AND PROFESSIONAL REGISTRATION (2-1-18)

21.1 Coordinating Professional:

To the extent of any design work applicable to the Services under this Agreement, the following Coordinating Professional language applies:

If LPA's project involves more than one licensed professional engineer, LPA shall designate a Coordinating Professional (defined in Neb. Rev. Stat. § 81-3408) for this project as required by Neb. Rev. Stat. § 81-3437.02 of the Nebraska Engineers and Architects Regulation Act (Neb. Rev. Stat § 81-3104 et seq.). The Coordinating Professional will apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional will verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. Consultant agrees to cooperate with the designated Coordinating Professional to meet the requirements of state law. Consultant

further agrees to contractually require its subconsultants to cooperate with the designated Coordinating Professional.

If Consultant's engineer has been identified as the Coordinating Professional for this project, and, for whatever reason, the designated Coordinating Professional is no longer assigned to the project, Consultant shall provide LPA written notice of the name of the replacement within 10 business days.

21.2 Professional Registration:

To the extent the work requires engineering services, Consultant will affix and sign the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all applicable documents, plans, specifications, and reports prepared under this Agreement as required by the Nebraska Engineers and Architects Regulations Act.

SECTION 22. SUCCESSORS AND ASSIGNS

This Agreement is binding on successors and assigns of either party.

SECTION 23. DRUG-FREE WORKPLACE POLICY

Consultant shall have, and comply with, an acceptable and current drug-free workplace policy on file with State. Consultant's employees shall not use illegal drugs or consume alcohol during work hours and while performing Services for State under this Agreement.

SECTION 24. FAIR EMPLOYMENT PRACTICES ACT

Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. §§ 48-1101 through 48-1126.

SECTION 25. DISABILITIES ACT

Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35.

SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES *(April 2026)*

The following clauses regarding the Disadvantaged Business Enterprises program are only applicable as required by law.

26.1 This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

26.2 The vendor, contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES *(2023 NDOT Title VI Implementation Plan)*

27.1 Appendix A - During the performance of this contract, the Contractor, Consultant, or when applicable LPA, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

27.1.1 Compliance with Regulations

The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

27.1.2 Nondiscrimination

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR 21.

27.1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

27.1.4 Information and Reports

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

27.1.5 Sanctions for Noncompliance

In the event of contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

27.1.5.1 withholding payments to the contractor under the contract until the contractor complies; and/or

27.1.5.2 cancelling, terminating, or suspending a contract, in whole or in part.

27.1.6 Incorporation of Provisions

The contractor will include the provisions of paragraphs 27.1.1 through 27.1.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

27.2 Appendix E – During the performance of this contract, the Contractor, Consultant, or when applicable LPA, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

27.2.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

27.2.2 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

27.2.3 Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

27.2.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

27.2.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

27.2.6 Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

27.2.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973,

by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

27.2.8 Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

27.2.9 The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

27.2.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

27.2.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

27.2.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SECTION 28. SUBLETTING, ASSIGNMENT, OR TRANSFER

28.1 The Subconsultant will provide additional Preliminary Engineering services.

28.2 Any other subletting, assignment, or transfer of any professional services to be performed by Consultant is hereby prohibited unless prior written consent of State, on LPA's behalf, is obtained.

28.3 At LPA's or State's discretion, Consultant may enter into an agreement with any subconsultants/subcontractors (including allowing subconsultants/subcontractors at lower tiers) for work covered under this Agreement. All subconsultant/subcontractor agreements, at any tier, for work covered under this Agreement must contain identical or substantially similar provisions to those in this agreement. No right-of-action against LPA or State will accrue to any subconsultant/subcontractor by reason of this Agreement.

28.4 As outlined in SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES, Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other services must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 29. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby swears, under the penalty of law, to the best of my knowledge and belief, the truth of the following certifications, and agrees as follows:

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

29.2 Neb. Rev. Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below, neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

a. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement, or

b. Has agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or

c. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this Agreement, except as here expressly stated (if any).

29.3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions. Section 29.3a below contains 10 instructions that consultant agrees to follow in making the certifications contained in 29.3b.

a. Instructions for Certification

1. By signing this Agreement, Consultant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with State's determination whether to enter into this Agreement. However, failure of Consultant to furnish a certification or an explanation will disqualify Consultant from participation in this Agreement.
3. The certification in this clause is a material representation of fact upon which reliance was placed when State determined to enter into this Agreement. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, State may terminate this Agreement for cause or default.

4. Consultant shall provide immediate written notice to State if at any time Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 – Debarment and suspension. Exec. Order No. 12,549, 51 Fed. Reg. 6370 (1986).
6. Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by State before entering into this Agreement.
7. Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph a.6. of these instructions, if Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, State may terminate this Agreement for cause or default.

b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. By signing this Agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:
   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local)

transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b) above; and

d) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this Agreement. I acknowledge that this certification is to be furnished to State and the FHWA in connection with this Agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 30. LPA CERTIFICATION

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

a. employ or retain, or agree to employ or retain, any firm or person, or

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

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

SECTION 31. SEVERABILITY

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

SECTION 32. COMPLETENESS

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

SECTION 33. FEDERAL AID REQUIRED CLAUSES

The contract clauses set out on Exhibit "E", to the extent applicable, are attached and incorporated herein by this reference. Consultant shall attach and incorporate Exhibit "E" in any subconsultant agreements for work under this agreement.

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

EXECUTED by Consultant this 29th day of July, 2026.

WSP USA, INC.
Daniel DeArmond

Senior Director

STATE OF ~~NEBRASKA~~ Missouri)
~~DOUGLAS~~ St. Louis COUNTY)ss.

SUBSCRIBED AND SWORN to before me this 29th day of July, 2026.

KAREN T. MORROW
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Sept. 22, 2029
Commission # 13872494

Notary Public

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

CITY OF GRAND ISLAND
Roger Steele

Mayor

Subscribed and sworn to before me this _____ day of _____, 20____.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility
Jodi Gibson

Local Assistance Division Manager

Grand Island Rail Crossing Study

Scope of Services

Background

Grand Island, Nebraska is host to high volumes of train traffic, averaging forty-two (42) daily BNSF Railway Class I Freight Trains that traverse seventeen (17) crossing locations of vehicular and pedestrian traffic routes. The BNSF line bisects the community with each train movement at eleven (11) of these crossings, as they are at-grade. This routinely results in occupied highway-rail intersections, sometimes for extended periods, due to slow-moving or stopped trains. Inherently, this leads to safety hazards, travel delays, slower emergency response times, and restriction of the trade of goods. These impacts to regional mobility severely affect the quality of life for residents, commuters, and visitors to Grand Island. To address these challenges, the Nebraska Department of Transportation (NDOT) is progressing a study to examine the crossings to determine what changes can be made to improve safety and transportation operations. The study is funded with a grant issued by the Federal Railroad Administration (FRA); additional funding partners and stakeholders include the City of Grand Island and BNSF Railway.

WSP (the Consultant) will review seventeen (17) crossings on the corridor, of which eleven (11) are at-grade and six (6) are grade-separated. WSP will conduct an alternatives analysis for the North Broadwell Avenue at-grade crossing, and will review, analyze, and assess the other sixteen (16) crossings for future closures, grade separations, and other safety improvements. This citywide study aims to create a comprehensive approach to safety at crossings along the BNSF corridor in Grand Island, Nebraska and develop a prioritized corridor improvement plan. By assessing current conditions, identifying safety risks, and evaluating infrastructure and safety countermeasures, the study will provide recommendations for the most effective solutions to bring about meaningful improvements. The primary goal of the program is to holistically enhance safety, accessibility, and efficiency at these critical crossings using a coordinated and collaborative approach. Through enhancements to safety and mobility, the quality of life in Grand Island will be improved, benefiting both the local community and regional economy.

Project Location

The corridor to be studied spans approximately eleven (11) miles along the BNSF Railway Ravenna Subdivision in the City of Grand Island from the southeast crossing of Gunbarrel Rd (BNSF Milepost 92.87), to the northwest crossing of 70th Road (BNSF MP 104.27), within the jurisdictional limits of Grand Island and Hall County, Nebraska. The following table illustrates the seventeen (17) crossings on the corridor to be included in the study.

Feature Crossed	USDOT #	Milepost	Crossing Type
70th Road	083062B	104.270	At-Grade
60th Road	083064P	103.230	At-Grade
Monitor Road	083065W	102.160	At-Grade
Engleman Road	083066D	101.140	At-Grade
North Road	083068S	100.100	At-Grade
US Highway 281	098018H	99.373	RR-Under
Webb Road	083069Y	99.061	At-Grade
North Broadwell Road	083071A	97.970	At-Grade
Capital Avenue	083073N	97.400	RR-Over
18th Street	083074V	97.080	RR-Over
10th Street	083076J	96.581	RR-Over
4th Street	083080Y	96.180	RR-Over
2nd Street	083084B	95.894	RR-Over
Stuhr Road	083105S	95.127	At-Grade
Bismark Road	083107F	94.310	At-Grade
Shady Bend Road	083109U	94.010	At-Grade
Gunbarrel Road	083113J	92.870	At-Grade

Task 1 – Project Management and Administration

The Consultant will provide project management, coordination, and administrative services necessary to successfully deliver the Grand Island Rail Crossing Study.

Subtask 1.1 Project Administration

- Project kickoff meeting with NDOT, FRA, the City of Grand Island, and BNSF
- Monthly coordination with NDOT and project partners throughout the study
- Development and maintenance of the project schedule
- Budget monitoring and project cost control
- Preparation of monthly progress updates for NDOT, including preparation and distribution of project invoices
- Coordination meetings with NDOT and project stakeholders: BNSF Railway, City of Grand Island, Hall County, Grand Island Area Metropolitan Planning Organization (GIAMPO), and Federal Railroad Administration [FRA]
- Management and coordination of any subconsultants

Subtask 1.2 Project Management Plan

The consultant will assist NDOT in preparing a Project Management Plan (PMP) in accordance with FRA Guidance on Development and Implementation of Railroad Capital Projects (version dated 7.18.2025). The PMP will describe how the project will be implemented and monitored to ensure effective and efficient delivery.

Task 1 Deliverables

- ☐ Project kickoff meeting materials and minutes
- ☐ Project Management Plan
- ☐ Monthly progress meeting minutes
- ☐ Coordination meeting minutes

Task 2 – Project Planning

The Consultant will conduct project planning activities consistent with the objectives of the Project Planning Lifecycle Stage identified in the FRA Guidance on Development and Implementation of Railroad Capital Projects (dated 7.18.2025). Efforts on Task 2 will culminate in the development of a Project Planning Package consistent with the requirements of the FRA Grant, and as described in the PMP developed under Task 1.

Subtask 2.1 Purpose and Need

The consultant will develop a Preliminary Purpose and Need Statement for the project describing transportation issues affecting the study area including rail crossing safety concerns, train-related roadway blockages and delays, emergency response challenges, and mobility concerns.

Subtask 2.1 Deliverables

- ☐ Preliminary Purpose and Need Statement

Subtask 2.2 Rail Crossing Evaluations

The consultant will evaluate seventeen (17) existing rail crossings within the study area, as identified in the Project Location Section above, to assess safety, operations, and improvement opportunities.

Subtask 2.2.1 Existing Conditions Assessment

The Consultant will review FRA rail crossing inventory data, train operations data, traffic volumes, crossing protection devices, crash history, and surrounding land use conditions. This desktop analysis will be conducted using information sources such as ArcGIS, Google Earth, aerial imagery, and street-level imagery. The Consultant will evaluate operational impacts of train movements including frequency and duration of crossing blockages, travel delays, and impacts to emergency response routes. Current highway traffic count and movement data will be compiled by the Consultant Team from publicly available sources and incorporated into the existing conditions assessment and subsequent evaluation and recommendation tasks in the study. Pedestrian and cyclist data will be needed at the six (6)

existing grade separated crossings as well as North Broadwell crossing; this information will be obtained/supplemented by Consultant via field observation when not publicly available.

Subtask 2.2.2 Field Assessment

Field reviews at each of the seventeen (17) crossings will be performed by the Consultant; relevant stakeholders to include NDOT, FRA, BNSF, Grand Island, Hall County, and emergency responders will be invited, however their attendance is not required. These reviews will include a high-level assessment of sight distance, warning devices, roadway geometry, pedestrian and bicycle facilities, adjacent land uses, and observed operational behavior of crossing users. Data collected will be used to inform improvement options to be developed during the Alternatives Analysis and Conceptual Engineering activities in Subtask 2.3.

Subtask 2.2.3 Crossing Prioritization

The crossing improvements will be prioritized into a ranked structure utilizing FRA's GradeDec web-based application along with stakeholder input and/or observed data/use.

Subtask 2.2 Deliverables

- ☐ Rail Crossing Evaluation Technical Memorandum, to include:
    - Summary of existing conditions and operations
    - Prioritization, including export/output from GradeDec

Subtask 2.3 Alternatives Analysis and Conceptual Engineering

The consultant will develop and evaluate improvement alternative(s) for each of the seventeen (17) crossings aimed at addressing issues identified under Subtask 2.2.

Subtask 2.3.1 Alternatives Development

Planning level design concept(s) will be developed for each crossing location. Potential safety improvements may include:

- Installation or upgrades of railroad warning devices
- Crossing closures or consolidations
- Roadway realignments or new roadway connections
- Changes to traffic operations
- Grade separations
- Pedestrian and bicycle improvements

Subtask 2.3.2 Broadwell Avenue Alternatives Analysis

A focused alternatives analysis will be conducted for the Broadwell Avenue crossing to evaluate closure and grade separation options. Up to two (2) alternatives will be explored by the Consultant in coordination with stakeholders.

- Supplemental Topographic Survey – It is assumed that the topographic survey from the Veterans Village Project will be provided to Consultant and can be utilized and supplemented with additional field data as needed for this analysis.

    - Supplemental topographic features shall be surveyed to create a surface represented by 0.5 foot contours. Improvements within the limits shall be located, including: buildings, roads, structures, pipes, fences, gravel surfaces, concrete surfaces, asphalt surfaces, trees, and utilities.

    - A Utility-One-Call shall be made for the site. Utilities that are marked shall be located. Above ground visible utilities shall be located. Consultant will not be responsible for underground utilities not marked by the utility locate, also underground structures or tanks that are not visible on the surface of the site. An attempt shall be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided those utilities shall be placed on the survey. Manholes shall be inverted to get the pipe size and flow lines elevations.

    - Horizontal coordinate system will be in reference to the Hall County Low Distortion Projection (LDP) from the Nebraska State Surveyor's Office. Vertical datum will be in reference to the North American Datum of 1988 (NAVD88).

- A site map shall be created showing current site conditions based on the topographic survey including existing right of way laid out from GIS data including converting data from AutoCAD to MicroStation.

- Site Visit – Consultant will complete up to one (1) additional site visit specifically to North Broadwell as required to obtain information for the design.

- Roadway Design – The roadway will be designed to Urban Arterial classification standards, 3-lane section, based on a 45-mph design speed, for horizontal and vertical design standards.

    - Data Collection and Review - WSP will assemble and review existing GIS data, environmental studies, traffic studies, and other study information readily available that pertains to the proposed improvements that are provided by the Client.

    - Plan Production - WSP will create the necessary plan sheets for inclusion into the conceptual plan set, including the following sheets:

        - Cover
        - Typical Sections
        - Plan & Profile

    - Horizontal and Vertical Alignment - WSP will design up to two (2) horizontal and vertical alignments for the roadway segment based on the Nebraska Board of Public Classifications and Standards - Minimum Design Standards for an Urban, Local road classification.

    - A typical section will be designed for the 3-lane roadway segment

- Bridge Structural Design – The bridge will be designed in coordination with the Client and the roadway design to an approximately 15% design state. Bridge concepts will consist of up to two (2) alternatives for layout and span arrangements at the Broadwell Avenue location. The bridge will carry a minimum of four lanes of traffic plus shoulders with a minimum clear roadway width to be determined by Client. A trail and sidewalk will be incorporated.

  Design of the structure shall be conducted in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Designs (LRFD) Bridge Design Specifications, 10th Edition, along with requirements outlined in the NDOT Bridge Design Manual (BDM) supplemented by the Bridge Office Policies & Procedures Manual (BOPP), and the UPRR/BNSF Guidelines for Railroad Grade Separation Projects.

  Plan Development and Engineering Design – Consultant will provide a Type, Size, and Location drawing for the bridge to show basic geometry including overall span length, substructure layout, vertical and horizontal clearances from the railroad, and bridge typical cross section.

Subtask 2.3.3 Conceptual Engineering

Conceptual engineering design plans (15% design level at N. Broadwell, 10% design level at the others) will be developed for feasible alternative(s) at each crossing. These will include one (1) to two (2) drawing sheets incorporating highway, traffic, and railroad signal improvements (warning devices only) to each crossing, as applicable. Order-of-Magnitude Cost Estimates will be created in MS Excel following the guidelines and definition for a Conceptual Class 4 Estimate per the Association for the Advancement of Cost Engineering (AACE). Estimates for each crossing will be partitioned by discipline and contain a mix of parametric and unit cost pricing.

Subtask 2.3.4 Environmental Resource Inventory

A high-level environmental resource inventory will identify potential environmental considerations associated with proposed improvements.

A desktop review of the project areas to identify environmental constraints and resources for future planning consideration. The desktop review of online resources will include the following resources: Section 4(f)/6(f), farmland, wild and scenic rivers, floodplains, wetlands/waters of the United States, farmed wetlands, impaired waters, threatened and Endangered Species, historic properties/districts, hazardous materials, limited English speaking populations, detours, essential services, community events, access concerns and traffic disruptions.

Information gathered for this task is limited to free and publicly available online databases and other readily available information. Information gathered for this task will be compiled electronically and provided as a report summarizing the findings and the desktop information will be compiled in a comprehensive GIS database for review and consideration.

Subtask 2.3.5 Project Implementation Sequencing

A recommended implementation sequence of improvements will be prioritized into a tiered structure to support future project development.

Subtask 2.3 Deliverables

- ☐ Alternatives Analysis Report
- ☐ Conceptual Engineering Scaled Plans
- ☐ Environmental Resource Inventory
- ☐ Order-of-magnitude cost estimates
- ☐ Implementation Sequencing Report
- ☐ Conceptual Schedule of Implementation

Subtask 2.4 Stakeholder and Public Engagement

The consultant will coordinate with stakeholders and incorporate input and feedback into its efforts on the study. A public involvement plan will be developed to guide future phases of work on the project beyond this study. A project website will be developed, hosted, and maintained by the Consultant for the term of this Contract. Targeted public outreach will be held to ensure early consideration of primary stakeholder input is held paramount.

Subtask 2.4.1 Stakeholder Outreach

The consultant will coordinate with stakeholders including the City of Grand Island, Hall County, Grand Island Area Metropolitan Planning Organization (GIAMPO), NDOT, BNSF Railway, and FRA throughout the study.

The Consultant will meet with project team members to develop public involvement strategies. The Consultant will be responsible for distributing meeting invitations, coordinating meeting locations, and preparing and distributing meeting minutes.

The Consultant will host one (1) focus group meeting with the industrial businesses near the Broadwell Avenue crossing early in study to understand potential impacts of changes to the intersection. The consultant will be responsible for meeting invitations, all presentation materials, and documentation of the meeting.

The Consultant will support the City with one (1) presentation including slides to City Council that provides a project overview, proposed alternative(s), schedule and next steps. It is anticipated that one (1) consultant team member will be in person and one (1) consultant team member will be virtual.

Subtask 2.4.2 Public Involvement Plan

The Consultant will prepare a Public Involvement Plan (PIP) outlining strategies to engage with the public during subsequent phases of the project.

Subtask 2.4.3 Project Website & Social Media

The Consultant will develop, host, and maintain a Project Website for the duration of this Contract. This site will contain basic information about the project and provide a means for the public to submit questions or comments.

The Consultant will create fifty (50) yard signs to be placed in the area of the Broadwell intersection including Veterans Park and at each of the other 16 crossings promoting the project website to encourage public participation. The Consultant will create up to ten (10) social media posts for the City to post on their Facebook page promoting the project website and opportunities to provide input. Social media posts will be available in English and Spanish, five (5) in each language. The Consultant will assist Client with preparation of notification materials to include press releases, legal ads, radio and print advertisements, targeted mailings, and e-blast text and graphics.

Subtask 2.4 Deliverables

- ☐ Public Involvement Plan
- ☐ Project Website & Social Media

Task 2 Deliverable

- ☐ Project Planning Package

Assumptions

- Eighteen (18) monthly progress/coordination meetings, four (4) additional coordination meetings with stakeholders
- All meetings to be held virtually, except for one (1), two-day field assessment meeting at the crossings [see 2.2.2]
- As-built plans will be provided from Grand Island, NDOT, and/or BNSF for each location
- Traffic counts and turning movement data will be compiled by the consultant from existing sources, as available, such as FRA Crossing Reports, NDOT, City of Grand Island, MPO, or others as needed.
- Traffic growth rate factors for use in crossing analyses will be provided by NDOT and/or Grand Island
- Pedestrian and cyclist activity data collection and behavior monitoring will be limited to the six (6) grade separated crossings and N. Broadwell at-grade crossing
    - Data collection at each of these locations will occur during two (2) peak hour intervals on weekdays at each location
- Railroad traffic growth rate factors will be provided by BNSF or assumed to be 3% per year if not provided
- Environmental activities consist of desktop review screenings to identify potential effects on human and environmental resources along with projections of corresponding anticipated environmental review process requirements (i.e., CatEX, EA, or EIS) for each crossing's proposed improvement(s); no formal environmental processes or environmental testing will occur
- Each deliverable is anticipated to include one (1) revision based on comments received from stakeholders
- Scaled plans (1-2 drawing sheets per crossing/alternative) will be created using available imagery or survey/basemapping provided by NDOT or Grand Island
    - Plans for each crossing will consist of general plan view(s) at 10 to 20-scale with proposed improvements depicted, plotted on 11"x17" PDF sheets
    - Highway, Traffic, and Railroad Signal design (warning devices only) elements will be depicted on the same drawings
- Railroad Signal design work is limited to layout(s) of railroad warning devices; any/all railroad signal design work beyond this, such as circuitry design, is to be performed by BNSF or others
- No quiet zone related efforts are included
- 3rd party stakeholder coordination is limited to BNSF, FRA, Hall County, Grand Island Area Metropolitan Planning Organization (GIAMPO) and the City of Grand Island
- Utility coordination is excluded
- Private crossing negotiations or agreements are excluded
- Administrative law hearing related effort is not included
- Right-of-way support is not included

- Agreement development activities are excluded
- Project Planning Package deliverable for Task 2 will be a compilation of the deliverables from each of the Subtasks of Task 2, with a two (2) to three (3) page cover report to integrate the Subtask deliverables into one cohesive document
- Improvements considered at each crossing are anticipated to include:
    - One (1) alternative at each of the six (6) grade separated crossings,
    - One (1) alternative at six (6) of the at-grade crossings,
    - Two (2) alternatives at four (4) of the at-grade crossings, and
    - Two (2) detailed (15% design) alternatives at N. Broadwell crossing
- Improvements/recommendations at each of the six (6) grade separated crossings in the study are limited to ensuring safety standards compliance and enhancement of multimodal access for pedestrians/cyclists.
- Conceptual Project Schedule to be developed in MS Project and include one (1) activity for each of the following items per crossing: PE/NEPA, Final Design, and Construction; this schedule is to support future phases of work on the project beyond this study
- NDOT will provide a partially completed template for the Project Management Plan Deliverable for FRA
- NDOT will be responsible for FRA reporting, including Quarterly Progress Reports (QPRs) and the Final Performance Report (FPR)
- Formal Diagnostic Team Meetings will not be included as part of the Study

Staffing Plan (CPFF) — Planning Study

Project Name: Grand Island Rail Crossing Study
Project Number: TBD
Consultant: WSP USA, Inc.
Control Number: TBD
Consultant PM: Matthew Weber, P.E.
LPA RC: TBD
NDOT PC: Jodi Gibson
Date: June 9, 2026

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	ENV	Environmental Scientist
2	PM	Project Manager	7	COM	Communications Specialist
3	SENG	Sr. Engineer	8	SEC	Security Specialist
4	ENG	Engineer	9	PLN	Planning Specialist
5	SDES	Sr. Designer/Technician	10	ADM	Administrative

Overhead Rate [1]	
137.81%	0.00%
Fee for Profit Rate [2]	
11.80%	$0.00
FCCM (if applicable)	
0.47%	0.00%

BLENDED RATES TABLE

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications [3]	Current Actual Salary Rate/Hr [4]	% Assigned
Principal			
Curtis Nosal	Principal, Roadway Design	$91.00	100%
	Blended Rate:	**$91.00**	**$0.00**
Project Manager			
Matthew Weber	Project Manager, Engineering Lead, PE	$117.37	100%
	Blended Rate:	**$117.37**	**$0.00**
Sr. Engineer			
Courtney McCormick	Senior Advisor, Subject Matter Expert	$112.50	25%
Tom Taylor	Track Design, BNSF Coordination, PE	$111.06	75%
	Blended Rate:	**$111.42**	**$0.00**
Engineer			
Tim Adams	Traffic Lead, Deputy PM, PE, PTOE, RSP1	$77.14	60%
Claydon Pearson	Railroad Signal Design	$83.44	40%
	Blended Rate:	**$79.66**	**$0.00**
Sr. Designer/Technician			
Maximo Jones	Track Design	$51.58	45%
Austin Rose	GIS and Data Analysis, RSP1	$49.05	10%
Lauren Brown	Traffic Design	$46.37	35%
Isabel Gunderson	Graphics and Planning	$34.34	10%
	Blended Rate:	**$47.78**	**$0.00**
Environmental Scientist			
Steve Lane	Environmental Lead	$80.89	100%
	Blended Rate:	**$80.89**	**$0.00**
Communications Specialist			
Steff Hedenkamp	Communications Advisor	$71.46	100%
	Blended Rate:	**$71.46**	**$0.00**
Security Specialist			
Marshall Maurer	Security Lead, MPA	$70.14	100%
	Blended Rate:	**$70.14**	**$0.00**
Planning Specialist			
James Fox	Railroad Planning and Safety	$123.65	20%
Kevin Carder	Transportation Planning, AICP	$64.27	80%
	Blended Rate:	**$76.15**	**$0.00**
Administrative			
Angi Kennedy	Project Accounting	$38.00	100%
	Blended Rate:	**$38.00**	**$0.00**

Consultant's Estimate of Hours — Planning Study

Project Name: Grand Island Rail Crossing Study
Project Number: TBD
Consultant: WSP USA, Inc.
Control Number: TBD
Consultant PM: Matthew Weber, P.E.
NDOT PC: Jodi Gibson
Date: June 9, 2026

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	SDES	ENV	COM	SEC	PLN	ADM	Total
I. Project Management and Administration	**86**	**86**	**26**	**70**	**20**	**0**	**0**	**0**	**0**	**48**	**336**
1.1.a Kickoff Meeting	4	4	4	4	4						20
1.1.b Progress/Coordination Meetings	44	44	22	44							154
1.1.c Monthly Progress Report/Invoice	12	12		12						48	84
1.1.d Study Schedule	6	6			8						20
											0
1.2. FRA Deliverable: Project Management Plan	20	20		10	8						58
											0
											0
II. Project Planning	**254**	**580**	**96**	**183**	**568**	**32**	**32**	**44**	**44**	**0**	**1833**
2.1. Purpose and Need Statement	20	24		10	16						70
2.2.1.a Desktop Review	24	24	12	12	28						100
2.2.1.b Traffic and Ped Counts	4	4		4	16						28
2.2.1.c Summary of existing conditions and operations	10	48		5	100			12	12		187
											0
2.2.2 Field Assessments	16	40	40	16	32						144
											0
2.2.3 Prioritization Model	10	48		8	20						86
2. Evaluation Tech Memo (compile 2.2.1+2.2.2+2.2.3)	2	16		2	16						36
2.3.1 Alternatives Analysis Report	64	120	24	40	120			32	32		432
2.3.2 Broadwell Alt. Analysis	8	8		8	8						32
2.3.3.a Conceptual Engineering	30	24	12	30	100						196
2.3.3.b Order-of Magnitude Cost Estimates	20	24	8	20	40						112
2.3.4 Environmental Resource Inventory		12				32					44
2.3.5.a Implementation Sequencing Report	6	48		6	40						100
2.3.5.b Conceptual Schedule		24			24						48
2.4.1 Stakeholder Outreach	20	48		10							78
2.4.2 Public Involvement Plan		8					32				40
2.4.3 Project Website & Social Media	12	16		8							36
											0
2.0. FRA Deliverable: Project Planning Package	8	44		4	8						64
											0
											0
											0
											0
Total Days	*42.5*	*83.3*	*15.3*	*31.6*	*73.5*	*4*	*4*	*5.5*	*5.5*	*6*	*271*
Total Hours	**340**	**666**	**122**	**253**	**588**	**32**	**32**	**44**	**44**	**48**	**2,169.0**

Direct Expenses — Planning Study

Project Name: Grand Island Rail Crossing Study
Consultant: WSP USA, Inc.
Date: June 9, 2026
Project Number: TBD
Control Number: TBD

Subconsultants:			Amount
Olsson			$250,283.66
		Subtotal	$250,283.66
Printing and Reproduction:	**Qty**	**Unit Cost**	**Amount**
34"x22" plan sheets @ $1.50/plot	200	$1.50	$300.00
11"x17" half size plan sheets @ $0.08/sheet	1000	$0.08	$80.00
black & white copies @ $0.05/sheet	1000	$0.05	$50.00
color copies @ $0.18/sheet	1000	$0.18	$180.00
			$0.00
			$0.00
			$0.00
		Subtotal	$610.00
Mileage/Travel:	**Qty**	**Unit Cost**	**Amount**
Mileage: 4 ppl @ 200 mi + 4 trips @ 100 mi (to/from airport) + 100 mi field	1300	$0.725	$942.50
Car Rental ($100/day), 4 days x 2 trips x 2 people	16	$100.000	$1,600.00
Airfare (2 RT @ 2 ppl, $239 one-way GSA)	4	$550.000	$2,200.00
Parking (airport long-term)	4	$80.000	$320.00
Car Rental Fuel	4	$60.000	$240.00
			$0.00
			$0.00
			$0.00
			$0.00
		Subtotal	$5,302.50
Lodging/Meals:	**Qty**	**Unit Cost**	**Amount**
Hotel (GSA $110 + 8.5% total tax) [2 @ 4 nights, 4 @ 2]	16	$120.00	$1,920.00
Meals & Incidentals (GSA Standard Rate, full days, $68)	16	$68.00	$1,088.00
Meals & Incidentals (GSA Standard Rate, first and last days, $51)	8	$51.00	$408.00
			$0.00
			$0.00
			$0.00
		Subtotal	$3,416.00
Other Miscellaneous Costs:	**Qty**	**Unit Cost**	**Amount**
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
		Subtotal	$0.00
TOTAL DIRECT EXPENSES			**$259,612.16**

Notes & Assumptions — Planning Study

Project Name: Grand Island Rail Crossing Study
Project Number: TBD
Consultant: WSP USA, Inc.
Control Number: TBD
Date: June 9, 2026

Notes & Assumptions		
	Tasks	Notes/Assumptions (also see Scope of Services document)
1.1.a	Kickoff Meeting	4 from WSP, 2 from Olsson, w/prep and follow up
1.1.b	Progress/Coordination Meetings	18 monthly + 4 standalone, 22 meetings, 2 hrs/mtg w/prep and minutes
1.1.c	Monthly Progress report/invoice	Invoicing/Reporting x 18 months + startup/closeout
1.1.d	Study Schedule	1 initial + 1 revision
1.2	PMP	1 initial + 1 revision, 8-10 pages; multi-disciplinary, sub involvement; NDOT provide template
2.1	Purpose and Need Statement	1 initial + 1 revision; 8-10 pages
2.2.1.a	Desktop Review	1 month, multi-disciplinary, both firms
2.2.1.b	Traffic and Ped Counts	To be provided by NDOT or others
2.2.1.c	summary of existing conditions/ops.	17 crossings x 2-4 pages each in report, ~50 pages
2.2.2	Field Assessments	2 field days w/ travel, multi-disc. Both firms. Travel. Stakeholders invited but not mandatory
2.2	Evaluation Tech Memo	Combine 2.2.1, 2.2.2, and 2.2.3 into 1 report deliverable 2.2
2.3.1	Alternatives Analysis Report	24 alts @ 2-6 pages (4 avg), approx 100 pages, extensive design and traffic modeling
2.3.2	Broadwell Alt. Analysis	Olsson lead, w/WSP QC & rail input
2.3.3.a	Conceptual Design Scaled Plans	2 dwgs/alt, 24 alts=48dwgs.~8 hrs/sheet. most design performed in 2.3.1.a
		Railroad signal design to be performed by BNSF or others as needed
2.3.3.b	Order-of Magnitude Cost Estimates	includes basis of estimate: 2 page memo, AACE Class 4, mix of parametric and U/Ps
2.3.4	Environmental Resource Inventory	screening for 24 alts (Olsson), w/WSP QC
2.3.5.a	Implementation Sequencing Report	8-10 pages, justification for packaging recomm.
2.4.1	Stakeholder Outreach	~3 hrs/mo @ 16 months (targeted outreach, no formal public info meeting)
2.4.2	Public Involvement Plan	Olsson lead, w/WSP QC
2.4.3	Project Website	Olsson to Develop, maintain, and host for 12 months, WSP reviews/comment response
2	Project Planning Package	compilation of all prior deliverables into 1 cohesive report

Project Cost & Breakdown

Planning Study

0

Project Name: Grand Island Rail Crossing Study
Project Number: TBD
Consultant: WSP USA, Inc.
Control Number: TBD
Consultant PM: Matthew Weber, P.E.
NDOT PC: Jodi Gibson
Date: June 9, 2026

DIRECT LABOR COSTS			
Classification	**Hours**	**Rate**	**Amount**
Principal	340	$91.00	$30,940.00
Project Manager	666	$117.37	$78,168.42
Sr. Engineer	122	$111.42	$13,593.24
Engineer	253	$79.66	$20,153.98
Sr. Designer/Technician	588	$47.78	$28,094.64
Environmental Scientist	32	$80.89	$2,588.48
Communications Specialist	32	$71.46	$2,286.72
Security Specialist	44	$70.14	$3,086.16
Planning Specialist	44	$76.15	$3,350.60
Administrative	48	$38.00	$1,824.00
	2169	**Subtotal**	**$184,086.24**

DIRECT EXPENSES	Amount
Subconsultants:	$250,283.66
Printing And Reproduction:	$610.00
Mileage/Travel:	$5,302.50
Lodging/Meals:	$3,416.00
Other Miscellaneous Costs:	$0.00
Subtotal	**$259,612.16**

TOTAL PROJECT COSTS		Amount
Direct Labor Costs		$184,086.24
Labor Cost Escalation Factor for Multi-year Projects (if allowed):	Y 1.0 years @ 4.0% / year = 0.00%	$0.00
Overhead @ 137.81%		$253,689.25
Facility Capital Cost of Money (FCCM) @ 0.470%	(labor costs x FCCM%)	$865.21
Direct Expenses		$259,612.16
Fee for Profit Rate @ 11.80%		$51,657.51
	TOTAL COST	**$749,910.37**

Staffing Plan (CPFF) — Planning Study

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Grand Island Rail Crossing Study
Project Number: TBD
SubConsultant: Olsson
Control Number: TBD
Sub PM: Matt Rief, P.E.
LPA RC: TBD
NDOT PC: Jodi Gibson
Date: June 16, 2026

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DEPARTMENT OF TRANSPORTATION

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	ENV	Environmental Scientist
2	PM	Project Manager	7	PES	Pub Eng Specialist
3	SENG	Sr. Engineer	8	SPC	Survey Party Chief
4	ENG	Engineer	9	SUR	Surveyor
5	SDES	Sr. Designer/Technician	10	RLS	Registered Land Surveyor

Overhead Rate [1]
174.34%
Fee for Profit Rate [2]
11.80%
FCCM (if applicable)
0.97%

BLENDED RATES TABLE

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications [3]	Current Actual Salary Rate/Hr [4]	% Assigned
Principal			
		Blended Rate:	
Project Manager			
Matt Rief	Senior Team Leader	$89.90	100%
		Blended Rate:	**$89.90**
Sr. Engineer			
Tony Egelhoff	Group Leader	$87.02	55%
Mike Golka	Senior Engineer	$67.31	30%
Aaron Keller	Senior Team Leader	$93.75	10%
Brandon Roesler	Group Leader	$70.43	5%
		Blended Rate:	**$80.95**
Engineer			
Blake Casper	Engineer	$45.19	35%
Zach Turek	Engineer	$45.19	35%
Alyssa Sterbenz	Engineer	$42.79	20%
Angelica Solomon	Engineer	$45.19	10%
		Blended Rate:	**$44.71**
Sr. Designer/Technician			
Aaron Johnson	Design Technical Manager	$56.25	50%
Mark Peters	Design Technical Manager	$57.93	45%
Tyler Troxel	Design Associate	$35.00	5%
		Blended Rate:	**$55.94**
Environmental Scientist			
Tamara Burke	Senior Scientist	$58.65	10%
Chase Jelden	Project Scientist	$44.36	90%
		Blended Rate:	**$45.79**
Pub Eng Specialist			
Gabby Hogan	Pub Eng Coordinator	$31.11	40%
Hannah Sievers	Associate Planner	$40.38	15%
Stacey Roach	Pub Eng Sr. Coordinator	$45.90	40%
Adrian Tarango	Engineer	$40.87	5%
		Blended Rate:	**$38.90**
Survey Party Chief			
Jaden Hurt	Surveyor	$37.00	100%
		Blended Rate:	**$37.00**
Surveyor			
Steve Schmidt	Survey Assistant	$28.75	100%
		Blended Rate:	**$28.75**
Registered Land Surveyor			

BLENDED RATES TABLE

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications [3]	Current Actual Salary Rate/Hr [4]	% Assigned
Jai Andrist	Senior Team Leader	$80.77	25%
Jesse Hurt	Licensed Surveyor	$62.50	75%
	Blended Rate:	**$67.07**	

SubConsultant Hours — Planning Study

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Grand Island Rail Crossing Study
Project Number: TBD
SubConsultant: Olsson
Control Number: TBD
Sub PM: Matt Rief, P.E.
NDOT PC: Jodi Gibson
Date: June 16, 2026

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	SDES	ENV	PES	SPC	SUR	RLS	Total
I. Project Management and Administration		**70**	**30**			**4**	**4**				**108**
1.1.a Kickoff Meeting		2	2								4
1.1.b Progress/Coordination Meetings		48	24								72
1.1.c Monthly Progress Report/Invoice		18									18
1.1.d Study Schedule											
1.2. FRA Deliverable: Project Management Plan		2	4			4	4				14
II. Project Planning		**101**	**188**	**332**	**276**	**241**	**78**	**28**	**28**	**4**	**1276**
2.1. Purpose and Need Statement											
2.2.1.a Desktop Review		4	8	8	8						28
2.2.1.b Traffic and Ped Counts											
2.2.1.c Summary of existing conditions and operations		2	10	10							22
2.2.2 Field Assessments		18	22	22							62
2.2.3 Prioritization Model											
2. Evaluation Tech Memo (compile 2.2.1+2.2.2+2.2.3)											
2.3.1 Alternatives Analysis Report		8	32								40
2.3.2 Broadwell Alt. Analysis		12	58	132	132			28	28	4	394
2.3.3 Conceptual Engineering		18	48	160	120						346
2.3.4 Environmental Resource Inventory						241					241
2.3.5 Project Imlementation Sequencing											
2.4.1 Stakeholder Outreach		32	8		8		28				76
2.4.2 Public Involvement Plan		1					8				9
2.4.3 Project Website & Social Media		6	2		8		42				58
2.0. FRA Deliverable: Project Planning Package											
Total Days		*21.4*	*27.3*	*41.5*	*34.5*	*30.6*	*10.3*	*3.5*	*3.5*	*0.5*	*173*
Total Hours		**171**	**218**	**332**	**276**	**245**	**82**	**28**	**28**	**4**	**1,384.0**

Direct Expenses — Planning Study

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Grand Island Rail Crossing Study
Project Number: TBD
SubConsultant: Olsson
Control Number: TBD
Date: June 16, 2026

Subconsultants:			Amount
Olsson			
		Subtotal	

Printing and Reproduction:	Qty	Unit Cost	Amount
Yard signs	50	$20.00	$1,000.00
		Subtotal	$1,000.00

Mileage/Travel:	Qty	Unit Cost	Amount
1 Trip for Field Reviews (Omaha to Grand Island)	300	$0.725	$217.50
1 Trip for site visit for Bridge crossing at Broadwell (Omaha to Grand Island)	300	$0.725	$217.50
1 Trips for Focus Group Meeting (Lincoln to Grand Island)	200	$0.725	$145.00
		Subtotal	$580.00

Lodging/Meals:	Qty	Unit Cost	Amount
Hotel (2 nights @ $96 + $17.43)	2	$113.43	$226.86
Meals (2 first/last days @ $41.25/day)	2	$41.25	$82.50
		Subtotal	$309.36

Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Project website hosting and domain	1	$2,800.00	$2,800.00
		Subtotal	$2,800.00

TOTAL DIRECT EXPENSES	$4,689.36

Notes & Assumptions

Planning Study

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Grand Island Rail Crossing Study
Project Number: TBD
SubConsultant: Olsson
Control Number: TBD
Date: June 16, 2026

Notes & Assumptions	
1.1.b	Assume virtual attendence for 12 - 2hr meetings for Senior Engineer
2.2.2.b	Assume 2 staff travel to GI for 2-day field diagnositcs visit (4 hrs travel, 2-8hr field visits)
2.2.2.c	Assume providing minimal support on findings, basic exhibit development
2.3.1	Assume 2 hrs per crossing in support of alternative development for Senior Engineer
2.3.1	Assume 2 hrs/SENG/ENG/SDES for development of conceptual alternative exhibits
2.3.3	Assume 2 hrs per crossing for high level OPC development
2.3.2	Assume 80 hrs per alternative to develop horizontal/vertical/basic modeling, LOCs and develop plans.
2.3.3	Assume 12 per alternative to develop OPC and review.
2.3.3	Assume on average 17 hours per location to develop conceptual layouts of the remaining 16 crossing locations. Includes time to design, draft, develop final OPC and QA/QC
2.4.1	Assume 1 Olsson staff attend City Council presentation in person

Project Cost & Breakdown — Planning Study

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Grand Island Rail Crossing Study
Project Number: TBD
SubConsultant: Olsson
Control Number: TBD
Sub PM: Matt Rief, P.E.
NDOT PC: Jodi Gibson
Date: June 16, 2026

DIRECT LABOR COSTS			
Classification	**Hours**	**Rate**	**Amount**
Principal			
Project Manager	171	$89.90	$15,372.90
Sr. Engineer	218	$80.95	$17,647.10
Engineer	332	$44.71	$14,843.72
Sr. Designer/Technician	276	$55.94	$15,439.44
Environmental Scientist	245	$45.79	$11,218.55
Pub Eng Specialist	82	$38.90	$3,189.80
Survey Party Chief	28	$37.00	$1,036.00
Surveyor	28	$28.75	$805.00
Registered Land Surveyor	4	$67.07	$268.28
	1384	**Subtotal**	**$79,820.79**

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	$1,000.00
Mileage/Travel:	$580.00
Lodging/Meals:	$309.36
Other Miscellaneous Costs:	$2,800.00
Subtotal	**$4,689.36**

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	$79,820.79
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 1.0 years @ 4.0% / year =	
Overhead @ 174.34%	$139,159.57
Facility Capital Cost of Money (FCCM) @ 0.970% (labor costs x FCCM%)	$774.26
Direct Expenses	$4,689.36
Fee for Profit Rate @ 11.80%	$25,839.68
SUBCONSULTANT TOTAL COST	**$250,283.66**

Consultant's Estimate of Hours

Exhibit "B1"
Sheet 6 of 6

1. PAYMENT METHOD

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

2. MAXIMUM AGREEMENT AMOUNTS

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

AMOUNT	CATEGORY
$ 184,086.24	for actual direct labor costs
$ 514,166.62	for indirect costs and direct expenses
$ 51,657.51	for a fixed fee for profit
$ 749,910.37	total agreement amount

3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

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

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

4. ALLOWABLE COSTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Meals included in a conference or event fee

(ii) Meals provided by lodging facility

(iii) Meals purchased by 3rd Party

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

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

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

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

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

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

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

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

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

(2) Lunch – No reimbursement is allowed.

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

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

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

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

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

5. INELIGIBLE COSTS

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

6. FIXED FEE FOR PROFIT

A. The fixed fee for profit amount payable to Consultant is identified in Section 2. MAXIMUM AGREEMENT AMOUNTS. For each invoicing period, the Consultant may invoice State a portion of the fixed fee for profit equal to the sum of the actual direct labor costs and overhead (Indirect Costs, excluding FCCM if applicable) for the period, multiplied by the profit rate of 11.80%. Upon completion of the services outlined in this Agreement, the Consultant may invoice State any remaining fixed fee for profit not previously invoiced. If all of the services under this Agreement are not completed for any reason, LPA, or State on LPA's behalf may decrease the amount of fixed fee for profit based on LPA's and State's determination of the actual percentage of services completed.

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

7. INVOICES AND PROGRESS REPORTS

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

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

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

1) Consultant's Invoice:

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

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

(c) Direct non-labor expenses:

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

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

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

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

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

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

   NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.

3) Cost Breakdown Form: Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.

4) Travel Log: If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.

5) Mileage Log (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee

name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

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

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

8. PAYMENTS

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

9. PROMPT PAYMENT CLAUSE

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

10. SUSPENSION OF PAYMENTS

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

11. ANNUAL OVERHEAD ADJUSTMENT (TRUE-UP) INVOICES

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

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

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

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

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

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

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

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

13. AGREEMENT CLOSE-OUT

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

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

14. FEDERAL COST PRINCIPLES

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

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

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

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

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

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

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

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

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

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

16. TERMINATION COST ADJUSTMENT

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

17. AUDIT AND FINAL COST ADJUSTMENT

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

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

18. CONSULTANT COST RECORD RETENTION

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

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

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

A. Consultant agrees to:

(1) Make a detailed review of its existing insurance coverage,

(2) Compare that coverage to the expected scope of the work under this Agreement,

(3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

B. General Liability –

(1) Limits of at least:

a. $ 1,000,000 Per Occurrence

b. $ 2,000,000 General Aggregate

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

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

(2) Consultant shall be responsible for the payment of any deductibles.

(3) Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.

(4) General Aggregate to apply on a Per Project Basis.

(5) LPA and the State of Nebraska, Department of Transportation ("State") shall be named as Additional Insureds on a primary and non-contributory basis.

(6) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.

(7) Contractual liability coverage must be on a broad form basis and not be amended by any limiting endorsements.

(8) If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.

(9) In the event that this contract provides for consultant to construct, reconstruct or produce a completed structure, building, or facility, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five (5) years after final acceptance and payment.

(10) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended to include a total or absolute pollution exclusion, please refer to the following section entitled "Pollution Coverage.")

C. Pollution Coverage –

(1) In the event that the standard pollution exclusion as provided by CG0001 has been amended to include a total or absolute pollution exclusion, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of $1,000,000 per occurrence or claim, and $1,000,000 aggregate.

(2) If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of Consultant.

D. Automobile Liability –

(1) Limits of at least:

a. $ 1,000,000 CSL Per Accident

(2) Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

(3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of Subrogation in favor of LPA and State, shall be added to the policy.

E. Workers' Compensation –

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

(2) Employer's Liability limits:

a. $100,000 Each Accident

b. $100,000 Disease – Per Person

c. $500,000 Disease – Policy Limit

(3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy

F. Professional Liability –

(1) Limits of at least:

a. $ 1,000,000 Per Claim

b. $ 1,000,000 Annual Aggregate

(2) Coverage shall be provided for three years after work/project completion.

G. Electronic Data and Valuable Papers –

(1) Limits of at least:

a. $100,000 Electronic Data Processing Data and Media

b. $25,000 Valuable Papers

H. Umbrella/Excess –

(1) Limits of at least:

a. $ 1,000,000 Per Occurrence

b. $ 1,000,000 Annual Aggregate

(2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.

(3) LPA and State shall be "Additional Insureds".

(4) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.

I. Additional Requirements –

(1) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subconsultant or subconsultants (at any tier).

(2) Any insurance policy shall be written by a reputable insurance company acceptable to State or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.

(3) Prior to consultant beginning work on a project under this agreement, Consultant shall provide LPA and State evidence of such insurance coverage in effect in the form of an ACORD (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance must show the LPA and State as the certificate holders.

(4) For so long as insurance coverage is required under this agreement, Consultant shall notify LPA and State when Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. Consultant shall forward any pertinent notice of cancelation or termination to State at the address listed below by mail (return receipt requested), hand-delivery or facsimile transmission within two (2) business days of receipt by Consultant of any such notice from an insurance carrier.

Copies of notices received by Consultant shall be sent to LPA, in care of LPA's Responsible Charge, and to State at the following address:

Nebraska Department of Transportation
Consultant Services– Insurance
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
NDOT.ConsultantInsurance@nebraska.gov

(5) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this Agreement.

(6) The Limits of Coverage's set forth in this document are minimum limits of coverage. The limits of coverage shall not be construed to be a limitation of the liability on the part of Consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving Consultant, subconsultant, or tier subconsultant of any responsibility of liability under the Agreement.

(7) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement will prevail.

This Exhibit contains multiple clauses required by Title 2 of the Code of Federal Regulations, Part 200 (2 C.F.R. Part 200) for services or goods contracts that include any federal-aid direct or pass-through funding. Contractors should review each provision to determine if a dollar amount threshold is met or if a particular section is applicable to this Agreement. The Parties to this Agreement intend that each of the below clauses be read to not conflict with the provisions of the Agreement to which this Exhibit is attached, even if that means Contractor must meet two similar sets of agreement requirements. However, in the event of direct conflict between the language of a provision set out below and the other language of this Agreement, the language of this Exhibit will prevail.

Contractor shall keep appropriate documentation to evidence compliance with these provisions in Contractor's files for at least three years from the completion of final cost settlement by FHWA and project closeout by State.

The use of the word "Contractor" is intended herein to apply to both those providing services and those providing goods or materials. If this Exhibit is attached to an agreement for a Local Federal-aid project, all references to "State" mean Local Public Agency (LPA), State, or State of behalf of the LPA, unless the context otherwise requires. Likewise, if this Exhibit is attached to a Planning Agreement for a Metropolitan Planning Organization (MPO), all references to "State" means the MPO, unless the context otherwise requires.

I. Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

If the Contractor has been approved to subcontract any part of the work, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms as defined under federal law are used when possible, including the following affirmative steps. These requirements do not impose an obligation on Contractor to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation on the Contractor to carry out and document the six affirmative steps identified below. These requirements do not preclude the Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. This does not authorize breaking down a single project into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting");

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) If lower-tier subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this subparagraph.

II. Domestic Preference

In the performance of this Agreement, Contractor shall, as appropriate and to the greatest extent practicable, purchase, acquire, and/or use goods, products, and materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer- based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

III. Recovered Materials

[This section is applicable for any Agreement where the purchase price of an item exceeds $10,000 or where the value of the quantity acquired during the preceding fiscal year exceeded $10,000]

Pursuant to 2 C.F.R. § 200.323, the Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, procuring solid waste management services in a manner that maximizes energy and resource

recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IV. Contract Violations

[This section is applicable only if the Agreement exceeds the State Simplified Acquisition Threshold, which is $49,999]

Unless there is no provision in the Agreement for contract violations, if Contractor breaches the Agreement or anticipates breaching the Agreement, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the Agreement. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

State may terminate the Agreement, in whole or in part, if the Contractor breaches its duty to perform its obligations under the Agreement a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the Contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in U.C.C. Section 2-715, but less expenses saved in consequence of Contractor's breach, or, in case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

V. Termination for Cause or Convenience

In the event that there is no termination for cause or convenience provision in the Agreement, the Agreement may be terminated as follows:

(1) The State and the Contractor, by mutual written agreement, may terminate the Agreement at any time.

(2) The State, at its sole discretion, may terminate the Agreement for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the Agreement. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

(3) The State may terminate the Agreement immediately for the following reasons:

a. if directed to do so by statute;

b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;

c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;

d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Agreement by its Contractor, its employees, officers, directors, or shareholders;

e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;

f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;

g. Contractor intentionally discloses confidential information;

h. Contractor has or announces it will discontinue support of the deliverable; and,

i. In the event funding priorities have changed.

VI. Davis-Bacon Act

[This section is applicable only for Agreements in excess of $2,000]

For any contract that involves the work of laborers and mechanics, as defined in 29 C.F.R. § 5.2, the Contractor must pay wages at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week. The Contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must

be conditioned upon the acceptance of the wage determination. The Contractor must report all suspected or reported violations to the Federal awarding agency. The Contractor and its subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations must be reported to the Federal awarding agency.

VII. Contract Work Hours and Safety Standards Act

[This section is applicable only for Agreements in excess of $100,000 and involving mechanics or laborers]

For any contract that involves the work of laborers and mechanics, as defined in 29 C.F.R. § 5.2, the Contractor must compute wages on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

VIII. Rights to Inventions

The following clause applies to each Agreement involving experimental, developmental, or research work, and is governed by 37 C.F.R. Part 401. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Parties agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the applicable Federal Agency is ultimately notified.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Parties agree to take the necessary actions to provide, through the applicable Federal Agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the applicable Federal Agency.

IX. Clean Air Act.

[This section is applicable only for Agreements in excess of $150,000]

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act 42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the State, and Contractor understands and agrees that the State will, in turn, report each violation as required to assure notification to the applicable Federal Agency and the appropriate EPA Regional Office.

X. Debarment, Suspension or Exclusion

In the event that there is no debarment, suspension or exclusion provision in the Agreement, Contractor certifies that it, and any of its subcontractors, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. The State reserves the right to terminate this Agreement if a Contractor or its subcontractor is being considered for, presently being, or becoming debarred, suspended, ineligible or excluded from contracting with any state or federal entity.

XI. Anti-Lobbying

[This section is applicable only for Agreements in excess of $100,000]

Contractor certifies, to the best of its belief, that it did not utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process. The Contractor certifies that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as

amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)] Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XII. Equal Opportunity Employment

The Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about,

discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with

respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

RESOLUTION

SIGNING OF PRELIMINARY ENGINEERING SERVICES AGREEMENT – BK2661

City of Grand Island

Resolution No. _____

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

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

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

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

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

NDOT Project Number: DPS-STWD(251)

NDOT Control Number: 01087

NDOT Project Description: Grand Island Rail Crossing Study

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

The City Council of City of Grand Island, Nebraska

_____ _____

_____ _____

_____ _____

_____

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

Attest:

_____
Signature City Clerk

Exhibit "F"

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 9.d.

Subject: #2026-235 - Approving Award of Proposal for Sludge Dewatering Polymer

Staff Contact: Matt Walker, PE- Assistant Public Works Director- Wastewater / Keith Kurz, PE- Public Works Director/City Engineer

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BACKGROUND: The Grand Island Wastewater Treatment Plant uses polymer as a flocculent for dewatering sludge. The polymer flocculants are positively charged particles that cause the solids in sludge to coagulate thereby making them heavier and therefore easier to settle out and separate from water. Polymer, when used in conjunction with the belt filter presses are how the Grand Island Wastewater Treatment Plant dewaters sludge, making it lighter and therefore more economical to transport to the landfill.

The two types of sludge that must be dewatered are WAS (waste-activated sludge removed from the final clarifiers) and Raw sludge (settled solids from the primary clarifiers) which have a solids content of 2-3% and 5-7% respectively. Solids dewatering, when employing belt filter presses and polymer flocculants, increase the solids component of the combined sludge to 15-22%.

A Request for Proposals (RFP) to supply polymer for the primary/final clarifier sludge was advertised in the Grand Island Independent on August 7, 2026. The RFP was also sent to sixteen (16) potential proposers by the Wastewater Division of the Public Works Department.

DISCUSSION: One (1) proposal was received and opened on August 18, 2026. The responding company, Consolidated Water Solutions of Omaha, Nebraska, is the current supplier of polymer, thus Wastewater staff is familiar with the product and recommends continuing its use.

Consolidated Water Solutions price of $2.15 per pound (including shipping) is through September 30, 2028.

On average 45,000 pounds of polymer is used in a year’s time at the Wastewater Treatment Plant.

FISCAL IMPACT: Funds will be paid out of 53030051-85490-513.

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

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

RECOMMENDATION: City Administration recommends that the Council approve the award of the proposal to Consolidated Water Solutions of Omaha, Nebraska.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Agreement
3. Resolution

AGREEMENT

THIS AGREEMENT made and entered into this _____day of _____, **2026**, by and between ***CONSOLIDATED WATER SOLUTIONS*****,** 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 agreement documents to be prepared and an advertisement of a **Request for Proposals for Sludge Dewatering Polymer for Primary/Final Clarifier Sludge for the City of Grand Island- 2026**, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined that the aforesaid Vendor submitted the best proposal based on the evaluation criteria listed in the Request For Proposals, a copy thereof being attached to and made a part of this agreement, and has duly awarded to the said Vendor an agreement therefore, for the sum or sums named in the **Polymer Proposal Form** with terms & conditions submitted by the Vendor, a copy thereof being attached to and made a part of this agreement;

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

ARTICLE I. That the Vendor 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 agreement documents as listed in the attached **Request for Proposals for Sludge Dewatering Polymer for Primary/Final Clarifier Sludge for the City of Grand Island- 2024** and in the attached **Polymer Proposal Form** as Submitted by the Vendor**;** said documents forming the agreement 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 agreement to the said Vendor, such award being based on the acceptance by the City of the Vendor's proposal;

ARTICLE II. That the City shall pay to the Vendor for the performance of the work embraced in this agreement according to the quantities of polymer actually received as authorized and approved by the City. The Vendor will accept as full compensation therefore the sum (subject to adjustment as provided by the agreement) as follows:

Polymer $ 2.15 per pound (including shipping) from October 1, 2026 through September 30, 2028

for all services, materials, and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the agreement. Such prices shall be held firm by the Vendor for the terms previously listed from the date of the last party signing the agreement.

ARTICLE III. The Vendor 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 Vendor 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 Vendor. 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 Vendor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the vendor'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 attached **Request for Proposals for Sludge Dewatering Polymer for Primary/Final Clarifier Sludge for the City of Grand Island – 2026.**

ARTICLE IV. That the Vendor shall begin supplying the polymer as soon as possible after the agreement is signed.

ARTICLE V. The term of this agreement shall be from the date of the last party signing the agreement to September 30 2028. The agreement shall be automatically extended in one year increments upon the same terms and conditions unless terminated by service of notice of termination by any party on or before July 31st of any year this agreement continues in full force and effect.

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

ARTICLE VII. 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 VIII. GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement or sub agreement, 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 Sub Vendor under an agreement to the prime Vendor or higher tier Sub Vendor or any person associated therewith, as an inducement for the award of a Sub Vendor to order.

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

ARTICLE X. LB 403: Every public Vendor and his, her or its Sub Vendors 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 Agreement as of the date and year first above written.

CONSOLIDATED WATER SOLUTIONS

By _____ Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Attest _____
Roger G. Steele, Mayor Jill Granere, City Clerk

The agreement is in due form according to law and is hereby approved. _____
Kari Fisk. City Attorney

APPENDIX A – TITLE VI NON-DISCRIMINATION -

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

(1) **Compliance with Regulations:** The vendor 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 Vendor, 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 subvendors, including procurements of materials and leases of equipment. The vendor 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 Subvendors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the vendor for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subvendor or supplier shall be notified by the vendor of the vendor'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 vendor 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 vendor is in the exclusive possession of another who fails or refuses to furnish this information the vendor 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 vendor'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 vendor under the agreement until the vendor complies, and/or
(b.) cancellation, termination or suspension of the agreement, in whole or in part.

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

The vendor shall take such action with respect to any subagreement 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 vendor becomes involved in, or is threatened with, litigation with a subvendor or supplier as a result of such direction, the vendor 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 vendor may request the United States to enter into such litigation to protect the interests of the United States.

R E S O L U T I O N 2026-235

WHEREAS, on August 7, 2026 a Request for Proposals (RFP) was advertised in the Grand Island Independent to supply Sludge Dewatering Polymer; and

WHEREAS, on August 18, 2026 one (1) proposal, from Consolidated Water Solutions, was received and opened; and

WHEREAS, Wastewater staff has currently been using the polymer from Consolidated Water Solutions of Omaha, Nebraska, thus is familiar with its performance; and

WHEREAS, it is requested to award a contract to Consolidated Water Solutions and; and

WHEREAS, Consolidated Water Solutions price of $2.15 per pound (including shipping) will be honored October 1, 2026 through September 30, 2028.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the supply of a manufactured polymer from Consolidated Water Solutions of Omaha, Nebraska for Sludge Dewatering Polymer for Primary/Final Clarifier Sludge is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 9.e.

Subject: #2026-236 - Approving the Grand Island Police Department to apply for the 2026 Edward Byrne Memorial Justice Assistance Grant (JAG)

Staff Contact: Chief Kevin Denney

BACKGROUND: The Grand Island Police Department is requesting approval to apply for a federal BJA JAG in cooperation with the Hall County Sheriff's Office, a disparate jurisdiction, to fund equipment purchases to help facilitate additional investigative tools.

DISCUSSION: The 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) specifically identified Grand Island and Hall County as a jurisdiction able to apply for part of the local funding opportunity in the State of Nebraska, for an award in the amount of $32,043.00. The City/County split of funding would be 75% / 25% or a $24,033.00 / $8,010.00 split. The Police Department would use the funds to offset the purchase of new in car car computers and docking stations to replace some that are aging out in older vehicles in the fleet, while the Hall County Sheriff's Office would use the funds to off set the cost of some of their License Plate Reader (LPR) Cameras set up in various locations in the county.

FISCAL IMPACT: Fiscal impact is expected for the City FY27 with $24,033 coming from the reimbursed federal grant funding and additional funding coming from the Police Department FY27 budget for replacement of computers.

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

1. Approve the FY26 BJA JAG grant application with no local match allocation required.
2. Postpose the issue to a future meeting.
3. Take no action.

RECOMMENDATION: City Administration recommends that the Council approve the FY26 BJA JAG grant application in the amount of $32,043.00 for the purchase of equipment including computers, docking stations, and LPR Cameras with the City portion being $24,033.00 and the County portion being $8,010.00.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Program Narrative
2. JAG MOU
3. Resolution

Justice Assistance Grant
Program Narrative
FUNDING OPPORTUNITY #O-BJA-2026-172704

City of Grand Island
Grant Period: 10/1/2026 to 9/30/2029
Amount: $32,043.00

Program #1: Law Enforcement Equipment Purchase – City of Grand Island, Police Department.

The City of Grand Island is proposing to purchase equipment for use in by the Grand Island Police Department to improve effectiveness and safety. The equipment we are looking at purchasing in car computers, specifically the Dell Rugged Extreme laptops or comparable replacement.

In car computer systems are a vital part of the investigative tools used by officers on the street as well as those used for Computer Aided Dispatch. They have their obvious uses by the officers as a means of dispatch, but they can also review local and state databases including driver's licenses and vehicle registration information. Having such information available will also allow them to quickly identify potential suspects, obtain critical information about the person the officers are dealing with, and have access to the combined city/county report database. Additionally, these systems help us monitor and communicate crime data and trends to further our data driven policing initiatives. Having access to our own database and being able to complete reports in the field saves time, money, and resources. This is a benefit to the officers and the citizens of Grand Island, Hall County.

We are currently in the process of updating the in-car computer systems and have a portion of the 42 cars in the fleet updated and operational. The JAG funds will be used to help purchase some of the remaining in-car computer systems we still need to update all patrol fleet vehicles. These computers will be purchased within the operational grant period. All purchases will be made using the qualified state bid or through procurement and competitive pricing.

GIPD Budget:

Item	Quantity	Unit Cost	Total Cost
Dell Latitude Semi-Rugged Laptops	10	$3350.00	$33,500.00
Havis Docking Stations	10	$ 1,000.00	$10,000.00
		Total	**$43,500.00**
		JAG Match	$24033
		GIPD Match	$19468

The City of Grand Island is proposing to allocate 25% of the total grant to the Hall County Sheriff's Department, who proposes the purchase of police equipment to improve effectiveness and safety.

Program #2: Law Enforcement Equipment Purchase – Hall County Sheriff's Department (Disparate Agency). The Hall County Sheriff's Office has identified the need to purchase License Plate Reader systems to be deployed on various state roadways in Hall County, to be used by road patrol deputies and trained investigators to identify criminal acts, help identify suspect vehicles, and assist in arrest of wanted people.

Hall County Sheriff's Office Budget:

Item	Quantity	Unit Cost	Total Cost
License Plate Readers - FLOCK	10	3000.00	30,000
		Total	**$30,000**
		JAG Match	$8,010
		HCSO Match	$21,990

All purchases will be made using the qualified state bid or through procurement and competitive pricing.

Edward Byrne Memorial Justice Assistance Grant Program
Application #O-BJA-2026-172704

THE STATE OF NEBRASKA

COUNTY OF HALL

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GRAND ISLAND, NEBRASKA
AND COUNTY OF HALL, NEBRASKA

2026 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this 8th day of September 2026, by and between The County of Hall, acting by and through its governing body, The Hall County Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Grand Island, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Hall County, State of Nebraska, witnesseth:

WHEREAS, the City and County may apply for a direct award from the FY26 Edward Byrne Memorial Justice Assistance Grant program in the amount of $32,043.00 and the City shall act as fiscal agent for this award and file the joint application on behalf of the City and County: and

WHEREAS, each governing body, in performing governmental functions or in paying the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the equipment purchases identified under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY 25% of the award, $8,010.00 from the $32,043.00 JAG award: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of 25% $8,010.00 of the 2026 JAG funds of $32,043.00.

Application #O-BJA-2026-172704

Section 2.

COUNTY agrees to use the $8,010.00 of the 2026 JAG funds by 09/30/2028.

Section 3.

Each party to this agreement will be responsible for its own purchases and all purchases will be made using the qualified state bid or through procurement and competitive pricing.

CITY OF GRAND ISLAND, NEBRASKA		COUNTY OF HALL, NEBRASKA	
_____		_____	
Mayor	date:	Board Chairperson	date:
ATTEST:			
_____		_____	
City Clerk	date:	County Clerk	date:

RESOLUTION 2026-236

WHEREAS, the City of Grand Island Police Department is applying to the FY26 Edward Byrne Memorial Justice Assistance (JAG) Grant for federal assistance for the purchase of ten (10) Dell Latitude 5430 Rugged Laptops and ten docking stations to be used by officers in the daily performance of their duties; and

WHEREAS, the City of Grand Island Police Department has been allocated $32,043.00 under this federal fund with 75% of the funds going to GIPD and 25% of the funds to Hall County Sheriff's Office; and

WHEREAS, the cost for the purchase of the ten laptops and ten docking stations is estimated at $43,500.00 with $4,033.00 of that cost being requested in federal grant funding and the remaining $19,468.00 will be spent as part of a requested FY28 computer replacement program, being spent in FY28; and

WHEREAS, here is a Memorandum of Understanding in place with Hall County Sheriff's Office for their portion of the grant, which will be used toward Flock LRP cameras and surveillance equipment with a federal grant share of $8,010.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the FY26 Edward Byrne Memorial Justice Assistance Grant application in the amount of $32,043.00 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2026.

_____

Roger Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 9.f.

Subject: #2026 -237 - Approving Bid Award Liquid Ortho-Polyphosphate for Corrosion Control

Staff Contact: Ryan Schmitz

BACKGROUND:

The City was issued an Administrative Order by the Nebraska Health and Human Services on March 24, 1998, requiring compliance with the Lead and Copper Rule. Because City water was corrosive enough to leach copper from household plumbing and fixtures in excess of EPA limits, the order required the preparation of an Optimum Corrosion Control Treatment program (OCCT).

The OCCT program includes the addition of liquid ortho-polyphosphate solution to the source water to reduce the corrosiveness of the naturally occurring source water. The addition was implemented in May 2003. Subsequent testing of the water system indicates that the goal of reducing corrosiveness, and thus copper levels, to comply with the regulatory order has been achieved.

DISCUSSION:

The Utilities Department solicits bids annually for the treatment solution. The current contract to provide the additive for this year is completed. Therefore, specifications for the purchase of Liquid Ortho-Polyphosphate for Corrosion Control for another year were prepared and issued for bid. The specifications require a firm price for the product to maintain the guaranteed dose rate. Bids were publicly opened on August 20, 2026. Two bids were received as listed below. The bids were evaluated based upon the total cost to treat 4.5 billion gallons of water (a high estimate of annual treatment needed). The engineer's estimate for this project was $350,000.00.

Bidder	Unit Price/gal	Price/mil gal	Annual cost
Carus Corporation, Inc.	$ 12.555	$ 49.02	$ 220,590.00

Shannon Chemical Corporation	$ 13.570	$ 54.28	$ 244,260.00

Department staff has reviewed the bids for compliance with the City's detailed specifications. The products proposed by the suppliers are similar in chemical composition, as well as with another product successfully used in the past. The current dosage rate has been approved as part of the OCCT and has proven to achieve compliance with State Health Department regulations. Based on using the same dosage rates, the current supplier, Carus Phosphates, is recommended as the low evaluated bidder.

FISCAL IMPACT:

Fund Account 52590600.74300

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 purchase of Liquid Ortho-Polyphosphate for Corrosion Control be awarded to Carus Corporation, Inc. from Peru, Illinois, as the low responsive bidder, for a not-to-exceed price of $49.02 per million gallons of water treated; an annual amount estimate at $220,590.00. The actual annual amount will depend on City water usage.

SAMPLE MOTION:

Move to approve bid award for Liquid Ortho-Polyphosphate for Corrosion Control in the amount of $49.02 per million gallons of treated water, to Carus Corporation of Peru, Illinois.

ATTACHMENTS:

2. Resolution

R E S O L U T I O N 2025-237

WHEREAS, the City of Grand Island invited sealed bids for Liquid Ortho-Polyphosphate for Corrosion Control, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 20, 2026, bids were received, opened and reviewed; and

WHEREAS, Carus Corporation, Inc., 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 not to exceed the amount of $ 49.02 per million gallons of water treated; and

WHEREAS, the bid of Carus Corporation, Inc.,, is less than the estimate for Liquid Ortho-Polyphosphate for Corrosion Control.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Carus Corporation, Inc., not to exceed the amount of $ 49.02 per million gallons of water treated, for Liquid Ortho-Polyphosphate for Corrosion Control, is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 9.g.

Subject: #2026 -238 - Approving Amendment to Purchase of 2025 Digger/Derrick for the Electric Overhead Department

Staff Contact: Ryan Schmitz

BACKGROUND:

On March 25, 2025, the Council approved the purchase of a 2025 Digger/Derrick for the Electric Overhead Department of the Utilities Department from Terex Utilities LLC, of Watertown, SD for $342,519.00.

DISCUSSION:

This vehicle has an imminent production start date. A change order to include a PTO driven air compressor and associated plumbing and oil cooling equipment is an additional $33,342.00. The change order is a 9.7% increase in the original cost. The total purchase cost of the Digger/Derrick boom is $375,861.00.

FISCAL IMPACT:

Funding for this purchase will be allocated to 520.39200.

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 amendment to the purchase price of the 2025 Digger/Derrick for Electric Overhead Line Division of the Utilities Department, from Terex Utilities LLC, of Watertown, SD for $375,861.00.

SAMPLE MOTION:

Move to approve the amendment to the purchase price of the 2025 Digger/Derrick for Electric Overhead Line Division of the Utilities Department, from Terex Utilities LLC, of Watertown, SD for $375,861.00.

ATTACHMENTS:

1. Change Order
3. Resolution

TEREX

Terex South Dakota, Inc.
3140-15th Ave SE, Watertown, SD 57201
Account Manager - Ryan Kloos
Originator - Cranford, Thomas

PreDrawing Change Order
08/27/2026

CITY OF GRAND ISLAND UTILITIES
CITY OF GRAND ISLAND UTILITIES
1116 West North Front Street
GRAND ISLAND, NE 68801

Unit Model: C4047
C/O Number: 8428-0
Quote Number: QU34153
PO Number: ELE11186

Units included in this change order: 1050440777()

Item	Description		Price
1	ADD:	Vanair Air Compressor - Terex PN - 65331687	$28,877.00
2	ADD:	ReelCraft 82100 OLP Air Hose Reel w/ 100-ft of 3/4-inch OD Air Hose (1/2 inch ID)	$1,705.00
3	ADD:	On/Off toggle switch at the rear for air compressor	$185.00
4	CLARIFICATION:	Move Pole rack to the SS	$0.00
5	ADD:	Oil Cooler twin fan and temp switch 1" probe length 1/4 NPT PN65332747	$2,575.00

Price Per Unit: **$33,342.00**
Number of Units: **1**
Grand Total: **$33,342.00**

Customer agrees that the Terex Utilities, Inc. terms and conditions of sale (which customer hereby acknowledges it has received) govern this transaction, are binding on the parties, and supersede any conflicting terms contained in any other document.

Accepted by _____ Date _____

Seperate Invoice? Yes___ No___

THIS DRAWING, WRITTEN DESCRIPTION, OR SPECIFICATION REPRESENTS TEREX SOUTH DAKOTA INC. AND SHALL NOT BE RELEASED, DISCLOSED, USED NOR DUPLICATED WITHOUT THE WRITTEN PERMISSION OF TEREX SOUTH DAKOTA, INC.

R E S O L U T I O N 2026-238

WHEREAS, On March 25, 2025, the Council approved the purchase of a 2025 Digger/Derrick for the Electric Overhead Division of the Utilities Department from Terex Utilities LLC, of Watertown, SD for $342,519.00; and

WHEREAS, Sourcewell contract #110421-TER was awarded to Terex Utilities LLC, of Watertown, SD; and

WHEREAS, Unit #1559 Digger/Derrick boom has a change order to include a PTO driven air compressor and associated plumbing and oil cooling equipment at an additional cost of $33,342.00, for a total purchase cost of $375,861.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendment to the Overhead Department purchase a 2025 Digger/Derrick boom from Terex Utilities LLC, of Watertown, SD for $375,861.00 for the Line Division of the Utilities Department, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 9.h.

Subject: #2026-239 - Request to authorize satisfaction of judgement in Hall County District Court Case CI21-741 and to write off the remaining $175.85 due and owing to the City as uncollectable

Staff Contact: Kari Fisk, City Attorney

BACKGROUND: In June of 2021 the City of Grand Island brought a civil Nuisance Abatement action against a property owner, Roselyn A Rose, regarding a property located at 1832 W 11th Street, Grand Island, NE. The property contained a building which was damaged by a fire on July 28, 2020 and had been left vacant and severely damaged. As a result of that Court action, the City was given consent to remove the damaged building and abate the nuisance and the cost of the abatement was assessed to the property owner. The City paid $10,402.25 to remove the damaged structure and has spent $1,675 on expenses such as mowing $875 of the delinquent mowing expenses have been sent to a collections agency and $800 remain due and owing to the City of Grand Island.

All efforts to contact the original property owner or to collect these costs have been unsuccessful. The purchasers of various tax deeds have also been unsuccessful in their efforts to locate and serve the former owner by means other than publication.

Property taxes for the property eventually became delinquent, a tax sale certificate was pursued, and a Decree of Foreclosure was entered into by the Hall County District Court on March 4, 2026 ordering the property sold at public auction.

The property was sold at public auction for $18,500.00. After the redemption of the tax sale certificate and associated costs were satisfied, the remaining $11,826.40 of sale proceeds were provided to the City towards the costs assessed in CI21-741.

DISCUSSION: The City has not recovered the entirety of its costs incurred in 2021 related to the removal of the damaged structure. The lot has remained vacant since 2020. The property is now owned by a third-party who purchased the property at public auction with the plan and intent of improving the real estate.

The City Attorney's office would like consent of Council to write-off the remainder of the outstanding judgement against the property so that it does not serve as a lien against the real property, now owned by an innocent third-party, which may interfere with development. And so as to avoid court or collections expenses for further enforcement which would likely substantially exceed the collection value of the remaining balance.

If Council grants the City Attorney consent to write off the remainder of the balance, the City Attorney would prepare appropriate filings to indicate a satisfaction of the Judgement through the delivery of $11,826.40 in sale proceeds and the remainder through write-off by Council.

The City Attorney would then deposit $10,402.25 of the proceeds into a fund available to the Property Resolution Team to be applied towards future abatements, would provide $875 to the collections agency for whom delinquent mowing bills from before 2024 have been assigned, and would apply the remaining $624.15 to the City's remaining outstanding property maintenance bills.

The remaining balance of $175.85 would be written off by the City and the matter would be closed.

FISCAL IMPACT: All money spent to abate the nuisance was spent in FY21. The fiscal impact of the write-off would be $175.85.

ALTERNATIVES: Move to approve Resolution #2026-239
Move to deny Resolution #2026-239
Move to continue the matter

RECOMMENDATION: The City Attorney's office recommends approval of Resolution #2026-239

SAMPLE MOTION: Move to approve Resolution #2026-239

ATTACHMENTS:
1. Resolution

R E S O L U T I O N 2026-239

WHEREAS, in June of 2021 the City of Grand Island initiated a nuisance abatement action in Hall County District Court Case CI21-741 related to 1832 W 11th Street and was granted a judgment for the costs associated with removing a structure and other nuisance abatement; and,

WHEREAS, cost of abatement actions totaled $12,077.25; and,

WHEREAS, the property has been sold at public auction to a third party purchaser in an associated court ordered sale; and,

WHEREAS, the City has recovered by and through that action $11,826.40; and,

WHEREAS, the City Attorney is requesting the City Council authorize the remaining $175.85 due and owing be written off as uncollectable and that she be permitted to take associated steps to satisfy the judgment and close the City's involvement in this action; and as more than five years having passed without indication further collection matters would be successful; and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Attorney is hereby authorized to take all actions to satisfy and close this matter and to direct the City Treasurer to take all steps necessary to write-off the remaining $175.85 due and owing to the City as uncollectable.

Adopted by the City Council of the City of Grand Island, Nebraska, September 08, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 9.i.

Subject: #2026-240 - Approving Building Lease Agreement for Storage of Parks Equipment and Supplies

Staff Contact: Todd McCoy

BACKGROUND: The Parks Maintenance Division has leased an 8,400 square foot metal storage building at 1024 South Adams Street for the past three years, following its relocation from the former National Guard Armory to accommodate construction of the new Children's Museum. The current lease expires on September 15, 2026.

DISCUSSION: On August 12, 2026, the Parks and Recreation Department issued a Request for Proposals (RFP) for a five year storage facility lease. Two proposals were received. Parks and Recreation recommends awarding the lease to PVC Leasing, LLC of Grand Island, Nebraska, to continue use of the facility on Adams Street. Its central location, proximity to the trail system, cost, and immediate access to the Parks Shop at Sucks Lake Park make it the most practical and efficient option.

FISCAL IMPACT: The proposed annual rent is $27,000 plus utilities. These costs are included in the proposed 2026-27 Parks Division operations budget, account number 10044403 85390.

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

1. Approve the agreement.
2. Take no action on the issue.

RECOMMENDATION: City Administration recommends that the City Council approve the five year lease agreement with PVC Leasing, LLC of Grand Island, Nebraska, for the storage building located at 1024 South Adams Street. The annual lease amount is $27,000 plus utilities.

SAMPLE MOTION: Move to approve the lease agreement with PVC Leasing, LLC for the storage of parks equipment and supplies.

ATTACHMENTS:

1. Lease Agreement
2. Resolution

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between PVC LEASING, L.L.C., a Nebraska limited liability company, hereinafter referred to as "Lessor"; and CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereinafter referred to as "Lessee."

WITNESSETH:

1. **Storage Area**. Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, upon the terms and conditions set forth herein, the east half of the building (located at 1024 South Adams Street, Grand Island, Nebraska 68801) depicted in the attached Exhibit "A", which Exhibit "A" is incorporated herein and made a part hereof by this reference, ("Storage Area").

2. **Term.** Lessor agrees to rent to Lessee the Storage Area for an initial term commencing on September 16, 2026 and ending on September 15, 2031.

3. **Rent**. Lessee shall pay to Lessor rent in the total amount of Twenty-Seven Thousand and No/100 Dollars ($27,000.00) per year, with Thirteen Thousand Five Hundred and No/100 Dollars ($13,500.00) due and payable by Lessee to Lessor on September 24, and Thirteen Thousand Five Hundred and No/100 Dollars (13,500.00) due and payable on March 15, each year.

In the event that the rent is not paid when due, Lessee shall pay Lessor a late charge equal to five percent (5%) of the delinquent rent, plus interest on any such delinquent base rent from the due date thereof until payment at the rate of sixteen percent (16%) per annum. In addition, in the event a check for any base rent due hereunder is returned by Lessor's bank unpaid, a returned check charge equal to the amount charged by Lessor's bank to Lessor as a result of such returned check shall be paid immediately by Lessee to Lessor.

4. **Utilities**. Lessee shall pay for all gas, electricity, water, sewer, and other utilities consumed in connection with the use of the Storage Area during the term of the Lease Agreement.

5. **Use of Storage Area**. Lessee will use the Storage Area for the sole purpose of storing park equipment and horticultural supplies and equipment. Lessee shall not use the Storage Area for any other purpose without the written consent of Lessor.

6. **Risk of Loss to Lessee's Property**. All property of every kind and nature belonging to Lessee which may be stored in the Storage Area shall be at the sole risk and responsibility of Lessee. Lessor shall not be liable for theft, misappropriation, or loss thereof or for any damage thereto, whether caused by fire, electricity, sewage, gas odors, water, rain, ice, snow, or any other cause, unless intentionally caused by Lessor. Lessee shall be responsible, at Lessee's sole cost and expense, to obtain any insurance Lessee desires to obtain to provide coverage for all personal property to be stored in the Storage Area.

7. **Condition of Storage Area.** The parties agree that the Storage Area is being leased upon an "as is" condition and based upon Lessee's inspection of the same and not upon any representations or warranties by Lessor.

Lessee shall maintain the Storage Area in its current condition, reasonable wear and tear excepted, throughout the lease term and at the termination of this Lease Agreement, Lessee will deliver the Storage Area in as good a condition as the same is taken by Lessee or placed by Lessee or Lessor during the lease term, reasonable wear and tear excepted.

8. **Release of Lessor's Liability, Indemnification, and Insurance.** LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY TO LESSEE OR ANY OTHER PERSON(S) OCCURRING IN OR ON THE STORAGE AREA, THE BUILDING THAT THE STORAGE AREA IS A PART OF OR THE REAL ESTATE THAT THE BUILDING THAT THE STORAGE AREA IS A PART OF IS LOCATED ON. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY TO ANY PROPERTY OCCURRING IN OR ON THE STORAGE AREA, THE BUILDING THAT THE STORAGE AREA IS A PART OF OR THE REAL ESTATE THAT THE BUILDING THAT THE STORAGE AREA IS A PART OF IS LOCATED ON. LESSEE AGREES TO HOLD LESSOR HARMLESS OF AND FROM ANY AND ALL CLAIMS FOR ANY DAMAGE OR INJURY REFERRED TO HEREIN, REGARDLESS OF HOW CAUSED UNLESS INTENTIONALLY CAUSED BY LESSOR.

Lessee agrees, at all times while this Lease Agreement is in effect, to carry liability insurance at Lessee's expense a policy of public liability insurance of not less than One Million and No/100 Dollars ($1,000,000.00) (single limit policy). Lessor shall be named as an additional insured upon said policy and shall be furnished with a duplicate of the policy. Lessee further agrees to file a certificate of insurance with Lessor evidencing that such insurance has been renewed from time to time, and that the same will not be cancelled without at least thirty (30) days' notice to Lessor.

9. **Default.** Upon Lessee's default of any of the provisions of this Lease Agreement, Lessor shall be entitled to enforce all legal or equitable remedies to which Lessor may be entitled to.

10. **Total Destruction of Storage Area by Casualty.** It is mutually covenanted and agreed that if, during the term of this Lease Agreement, the Storage Area is damaged by fire or other casualty to such an extent as to render the Storage Area wholly unfit for occupancy, or if the Storage Area is so seriously damaged by fire or other casualty that it shall be impractical or uneconomical to rebuild the Storage Area, then, and in that event, either Lessee or Lessor may cancel this Lease by giving notice in writing to the other party by certified mail, such notice to be sent no later than thirty (30) days after the damage to the Storage Area shall have occurred, whereupon the giving of said notice to the other party, this Lease shall terminate and all rights and obligations of Lessor and Lessee hereunder shall cease.

11. **Partial Destruction of Storage Area by Casualty.** In the event that the Storage Area should be partially damaged by fire or other casualty, but not to such an extent as to make it impractical or uneconomical to completely rebuild or reconstruct, then and in that event, it shall be the duty of Lessor, within a reasonable amount of time, to commence the work of rebuilding the Storage Area to a condition substantially similar to the condition of the Storage Area just prior to its destruction by fire or other casualty; provided however, such work of rebuilding the Storage Area shall be done at the expense of Lessor to the extent of Lessor's insurance coverage. Throughout the period during which the Storage Area is wholly or partially untenantable by reason of fire or other casualty, there shall be an abatement of rent in proportion to the portion of the Storage Area rendered untenantable for the purpose of Lessee's business during the period of time from the date of casualty until the work of rebuilding the Storage Area is complete, and provided further, that in the event of damage to the Storage Area by fire and other casualty, any portion of rent is paid in advance by Lessee to Lessor, and not earned by reason of Lessee's occupancy, shall be refunded to Lessee by Lessor immediately upon the happening of any fire or other casualty which shall prevent Lessee from using the Storage Area in the conduct of Lessee's business. If such a casualty occurs in the last six (6) months of the term, either party may cancel this Lease unless Lessee agrees to extend the term.

12. **Condemnation.** This Lease Agreement shall terminate if during the term hereof: (1) the title to all or substantially all of the Storage Area shall be taken by condemnation; (2) if the Storage Area shall be deprived of adequate ingress or egress to or from all public streets, highways or alleys abutting the Storage Area; or (3) if a part only of the Storage Area shall be so condemned and Lessee cannot reasonably, efficiently and economically utilize the remainder of the Storage Area at the time of any such taking. If, during the term of this Lease, title to less than the whole or substantially all of the Storage Area shall be taken in any condemnation proceeding and Lessee can reasonably, efficiently and economically utilize the remainder of the Storage Area at the time of such taking, then: (a) this Lease shall terminate as to the part so taken; and (b) the rent payable hereunder shall be adjusted so that Lessee be required to pay for the remainder of the term only such portion of such rent as the value of any part remaining after the condemnation bears to the value of the entire Storage Area at the date of vesting of title in the condemner.

13. **Alterations Required by Law.** In the event that any governmental organization, bureau or agency through laws, ordinances, regulations, codes or other enactments or directives shall require changes, alterations, improvements or repairs to the Storage Area which require the expenditure of additional sums of money, such changes, alterations, improvements or repairs shall be accomplished entirely at the expense of Lessee except in the case where such repairs would be structural in nature.

14. **Assignment and Subletting.** Lessee may not assign or sublease the Storage Area to any person, corporation or other business entity without the prior written consent of Lessor.

15. **Notification and Place of Payment.** Unless otherwise directed in writing by Lessor, Lessor's address for purposes of the payment of rent and any notification under the terms of this Lease Agreement shall be Lessor's address at 1015 E. Oklahoma St., Grand Island, NE 68801. Likewise, unless otherwise directed in writing by Lessee, Lessee's address for the purpose of any notification under the terms of this Lease Agreement shall be Lessee's address at P.O. Box 1968, Grand Island, NE 68802.

16. **Entire Understanding.** This Lease Agreement contains the entire understanding and agreement among the parties hereto. It replaces all previous lease agreements, discussions, negotiations, representations, statements and promises of the parties (and/or their predecessors) regarding the subject matter of this Lease Agreement.

17. **Modification.** The parties hereto agree that no change or modification shall be made to the Lease Agreement except in writing signed by the parties hereto setting forth the terms of the agreed modification.

18. **Binding Effect.** The parties hereto agree that all terms, covenants, conditions and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the dates noted hereinbelow.

PVC Leasing, L.L.C., a Nebraska limited liability company

Dated: 8/18/26

By: Barry W Niedfelt
Barry W. Niedfelt, Member

"Lessor"

CITY OF GRAND ISLAND, NEBRASKA
a Municipal Corporation

Dated: _____

By: _____
Roger G. Steele, Mayor

Attest: _____
Jill Granere, City Clerk

"Lessee"

Approved: _____
Kari Fisk, City Attorney

R E S O L U T I O N 2026-240

WHEREAS, on September 23, 2025, City Council approved Resolution 2025-322 for a lease agreement with Barry Niedfelt for the rental of an 8,400 square foot metal storage building for the Park Maintenance Division for offsite storage/staging area; and

WHEREAS, the current lease expires September 15, 2026; and

WHEREAS, the City Parks & Recreation Department is requesting to extend the lease for an additional five (5) years ending September 15, 2031 at a cost of $27,000.00 per year, plus utilities; and

WHEREAS, funds will be paid out of the Park Operations budget – Other Property Services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the new five (5) year Lease Agreement by and between the City of Grand Island and Barry Niedfelt detailing the responsibilities between both parties is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 08, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 10.a.

Subject: Request by State Farm for Council to authorize partial settlement of a claim and to execute certain waivers of future claims

Staff Contact: Kari Fisk

BACKGROUND: In December 2025 Fabian Blanco was driving a vehicle in Grand Island at a high rate of speed and crashed his vehicle. He damaged a utility pole belonging to the City beyond repair. The utility pole was replaced by the City.

DISCUSSION: Mr. Blanco's insurance company has requested that the City settle the outstanding claim for the utility pole of $4,727.05 for less than the full amount. Due to alleged policy limits, State Farm has offered to settle this claim for $4,444.40. State Farm has also requested the City to sign a release of all further claims in return for receiving $4,444.40. No employee at the City is authorized to settle a claim for less than the full amount or sign a waiver of claims without Council approval. Council will need to determine if they are willing to settle this claim for less than the full amount and to authorize signature of the waiver.

FISCAL IMPACT: -

ALTERNATIVES: -

RECOMMENDATION: -

SAMPLE MOTION: -

ATTACHMENTS:
1. Letter
2. Accident Report
3. Account #89935

SMITH, JOHNSON, ALLEN,
CONNICK & HANSEN
ATTORNEYS AT LAW
ESTABLISHED IN 1929

PARTNERS
CATHLEEN H. ALLEN | BRANDON S. CONNICK
TANYA J. HANSEN | JARED J. KREJCI | KEVIN P. WALSH

ASSOCIATES
NATHAN T. WILSON | GUNNAR A. BUCHHAMMER

OF COUNSEL
MICHAEL L. JOHNSON

A.J. LUEBS (1903-1996) | D. STEVEN LEININGER (RETIRED)
BRUCE I. SMITH (RETIRED) | DANIEL M. PLACZEK (RETIRED)

Direct E-Mail: jkrejci@gilawfirm.com

August 27, 2026

Jill Granere
City of Grand Island Clerk
100 East First Street
Grand Island, Nebraska 68801

Re: Fabian A. Blanco, Insured

Dear Ms. Granere:

I represent State Farm in connection with a motor vehicle accident involving State Farm's insured, Fabian A. Blanco, which occurred on December 1, 2025, in Grand Island, Nebraska. As a result of the accident, among other things, the City of Grand Island (the "City") sustained damage to a city-owned light pole. We write in response to the invoices Mr. Blanco has received from the City for repair and replacement of the damaged light pole.

The property damage liability coverage under Mr. Blanco's policy is subject to a limit of Twenty-Five Thousand and No/100 Dollars ($25,000.00). Because this accident gave rise to multiple property damage claims that, in the aggregate, exceed the available policy limit, State Farm is unable to pay each claim in full.

Accordingly, State Farm is allocating the available policy limit among the claimants on a pro rata basis, in proportion to each claimant's respective loss. The City's pro rata share of the policy limit is Four Thousand Four Hundred Forty-Four and 40/100 Dollars ($4,444.40). State Farm is able to tender only this amount because the remaining portion of the policy limit has already been disbursed to the other claimants, as reflected below:

Allstate/L Roberts $16,380.89
City of Grand Island $4,444.40
State Farm/J Richmond $4,174.71

Under Nebraska law, an insurer, such as State Farm, owes its insured a duty to defend, which obligates the insurer to defend all suits against the insured, even those that are groundless, false, or fraudulent. *Peterson v. Ohio Cas. Group*, 272 Neb. 700, 709 (2006). This duty ordinarily continues until the underlying claims are released or reduced to final judgment. Accordingly, State Farm cannot disburse the policy limit proceeds without obtaining a release of the City's claims.

State Farm is prepared to tender the remaining Four Thousand Four Hundred Forty-Four and 40/100 Dollars ($4,444.40) of the policy limit to the City in full and final settlement of the City's property damage claim arising from this accident. We recognize that this amount is less than the invoiced sum, and we understand that acceptance of a reduced amount may require approval by the City Council. We respectfully request that this settlement be added as an agenda item to be approved at the next City Council meeting.

Enclosed for the City Council's review is a settlement release. Upon receipt of the executed release, State Farm will promptly issue payment in the amount as set forth above.

Please do not hesitate to contact me with any questions or to discuss this matter further.

Very truly yours,

SMITH, JOHNSON, ALLEN,
CONNICK & HANSEN

JARED J. KREJCI
JJK/gab/kp
31-414/4928-7811-7831, v. 1

Release
Property Damage Only

27-93W7-41F

For the Sole Consideration of:

Four thousand four hundred forty-four and 40/100 ($4,444.40) dollars, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby and forever discharges Fabian Blanco, his heirs, executors, administrators, agents and assigns and all other persons, firms or corporations liable, or who may be claimed to be liable, none of whom admit liability to the undersigned, but all expressly deny any liability, from any and all claims, demands or suits of any kind on account of and resulting from damage to property caused by an accident which occurred on or about the 1st day of December, 2025, at or near Grand Island NE.

Undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the damages above mentioned, and for the express purpose of precluding forever any further or additional claims relating to property damage arising out of the aforesaid accident.

Undersigned hereby accepts draft or drafts as final payment of the consideration set forth above.

This release expressly reserves all rights of the parties released to pursue their legal remedies, if any, against the undersigned, agents and assigns.

In Witness Whereof,

I/We have hereunto set my/our hand(s) and seal(s) this _____ day of _____, 20_____.

In the presence of

_____ Signed: _____
Witness Releasor Signature

_____ Signed: _____
Witness Releasor Signature

TRACS KEY NO.
L

State of Nebraska
Investigator's Motor Vehicle Crash Report

NEW
Sheet 1 of 6

TOTAL NO. OF VEHICLES: 1	LOCAL NO./ DISTRICT: 8	AGENCY CASE NO.: L25120062	PHOTOGRAPHS TAKEN? ☒ YES ☐ NO	INVESTIGATION MADE AT SCENE? ☒ YES ☐ NO
DATE OF CRASH: MM / DD / YYYY 12/01/2025	S M T W TH F S: ☐ ☒ ☐ ☐ ☐ ☐ ☐	TIME OF CRASH (Military Time): 19:48	TIME OF ROADWAY CLEARANCE: 20:37	
PLACE OF CRASH: COUNTY HALL	CITY: GRAND ISLAND	SECONDARY? ☐ YES ☒ NO	LATITUDE: 040.9113549	
ROAD ON WHICH CRASH OCCURRED: STREET/ HIGHWAY NO. S BLAINE ST		PRIVATE PROPERTY? ☒ YES ☐ NO	LONGITUDE: -098.3649406	
DISTANCE FROM MILEPOST: FEET	N S E W:	OF MILEPOST	HIGHWAY NO.	

IF AT INTERSECTION	IF NOT AT INTERSECTION
NAME OF INTERSECTING ROADWAY	78 ☒ FEET ☐ MILES; N S E W: ☒; OF NEAREST STREET, BRIDGE, RAILROAD CROSSING: W KOENIG ST

IF CRASH WAS OUTSIDE CITY LIMITS, INDICATE DISTANCE FROM NEAREST TOWN

MILES	N S E W	AND MILES	N S E W	OF NEAREST CITY OR TOWN

CRASH DATA

DOES CRASH INVOLVE DAMAGE TO NEBRASKA DEPT. OF TRANSPORTATION PROPERTY? ☐ YES ☒ NO

RELATION TO JUNCTION Within Interchange Area? — 02
01 - Yes
02 - No
99 - Unknown

Specific Junction Location — 00
00 - Non-Junction
01 - Acceleration/Deceleration Lane
02 - Crossover Related
03 - Driveway Access or Related
04 - Entrance/Exit Ramp or Related
05 - Intersection or Related
06 - Railway Grade Crossing
07 - Shared Use Path or Trail
98 - Other Location (median, shoulder or roadside)
99 - Unknown

ROADWAY SURFACE CONDITION — 02
01 - Dry
02 - Ice/Frost
03 - Mud, Dirt, Gravel
04 - Oil
05 - Sand
06 - Slush
07 - Snow
08 - Water (standing, moving)
09 - Wet
98 - Other
99 - Unknown

ROADWAY SURFACE — 03
01 - Asphalt
02 - Brick
03 - Concrete
04 - Dirt
05 - Gravel
98 - Other
99 - Unknown

TYPE OF INTERSECTION
Number of Approaches — 01
01 - Not at Intersection
02 - Two (2)
03 - Three (3)
04 - Four (4)
05 - Five or more (5+)

Overall Intersection Geometry — 97
01 - Angled/Skewed Y
02 - Roundabout/Traffic Circle O
03 - Perpendicular + or T
97 - Not Applicable

Overall Traffic Control Device — 97
01 - No Control
02 - Signalized
03 - Stop - All Way
04 - Stop - Partial
05 - Yield
97 - Not Applicable

WEATHER CONDITIONS *(up to 2 choices)* — 03
01 - Blowing Sand, Soil, Dirt
02 - Blowing Snow
03 - Clear
04 - Cloudy
05 - Fog, Smog, Smoke
06 - Freezing Rain/Drizzle
07 - Rain
08 - Severe Crosswinds
09 - Sleet or Hail
10 - Snow
98 - Other
99 - Unknown

LIGHT CONDITION — 03
01 - Daylight
02 - Dawn/Dusk
03 - Dark-Lighted
04 - Dark-Not Lighted
05 - Dark-Unk. Lighting
98 - Other
99 - Unknown

CONTRIBUTING CIRCUMSTANCES – ROADWAY ENVIRONMENT *(up to 2 choices)* — 12
00 - None
01 - Absence of Sidewalks
02 - Animal(s)
03 - Prior Crash
04 - Prior Non-Recurring Incident
05 - Backup Due to Regular Congestion
06 - Debris
07 - Glare
08 - Obstructed Crosswalks
09 - Non-Highway Work
10 - Obstruction in Roadway
11 - Related to a Bus Stop
12 - Road Surface Condition (wet, icy, snow, slush, etc.)
13 - Roadway Width Restricted
14 - Ruts, Holes, Bumps
15 - Shoulders (none, low, soft, high)
16 - Toll Booth/Plaza Related
17 - Traffic Control Device
18 - Traffic Incident
19 - Visual Obstruction(s)
20 - Weather Conditions
21 - Work Zone (construction/maintenance/utility)
22 - Worn, Travel-Polished Surface
98 - Other
99 - Unknown

MANNER OF CRASH / COLLISION IMPACT — 00
00 - Not a Collision Between Two Motor Vehicles
01 - Angle
02 - Front-to-Front
03 - Front-to-Rear
04 - Rear-to-Rear
05 - Rear-to-Side
06 - Sideswipe-Opposite Direction
07 - Sideswipe-Same Direction
98 - Other
99 - Unknown

WORK ZONE
Was the crash in a construction, maintenance or utility work zone, or was it related to an activity within a work zone? — 02
01 - Yes
02 - No
99 - Unknown

Workers Present? — 97
01 - Yes
02 - No
97 - Not Applicable
99 - Unknown

Type of Work Zone — 97
01 - Intermittent or Moving Work
02 - Lane Closure
03 - Lane Shift/Crossover
04 - Work on Shoulder or Median
97 - Not Applicable
98 - Other
99 - Unknown

Location of the Crash — 97
01 - Before Work Zone Warning Sign
02 - Advance Warning Area
03 - Transition Area
04 - Activity Area
05 - Termination Area
97 - Not Applicable
98 - Other
99 - Unknown

Law Enforcement Present — 97
01 - Officer Present
02 - Not Present
03 - Only Law Enforcement Vehicle Present
97 - Not Applicable
99 - Unknown

SCHOOL BUS RELATED — 00
00 - No
01 - School Bus Directly Involved
02 - School Bus Indirectly Involved
99 - Unknown

PROPERTY

OBJECT DAMAGED	OWNER NAME	ADDRESS	PHONE	APPROX. COST OF DAMAGE
UTILITY POLE	CITY OF GRAND ISLAND UTILITIES DEP.	1306 3RD ST W GRAND ISLAND, NE	(308) 385-5480	$ 50
FENCE / GARAGE ARM	RICHMOND, JOHN	85 RAVENGLASS WAY COLORADA SPRINGS, CO 80906	(719) 576-9070	$ 500

WITNESS

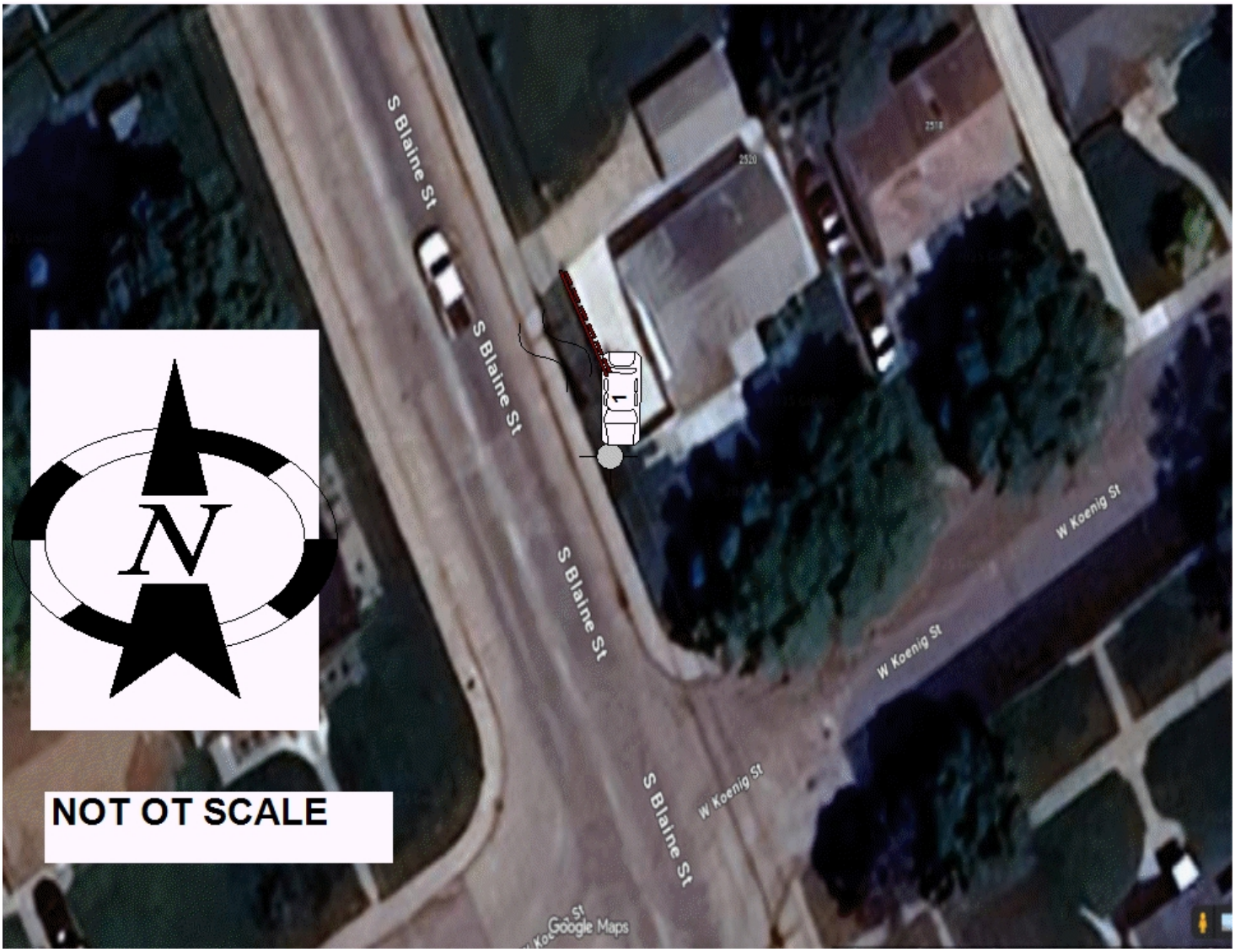
NAME	ADDRESS	PHONE

OFFICER NO.	TROOP/TEAM/BEAT	DEPARTMENT
465	A NIGHT	GRAND ISLAND POLICE DEPARTMENT

INVESTIGATOR NAME *(Print or type)*	INVESTIGATOR SIGNATURE	DATE OF REPORT
SHAWN RUZICKA	APPROVED BY STEVEN SLOAN	12/02/2025

NDOT Form 40, September 2020

CRASH DIAGRAM



☐ Check if diagram is submitted on a separate page.

DESCRIPTION OF CRASH BASED ON OFFICER'S INVESTIGATION

VEHICLE WAS TRAVELING SOUTH ON BLAINE ST, TRAVELING AT A HIGH RATE OF SPEED. VEHICLE CROSSED THE CENTER LINE, LEFT THE ROADWAY TO THE LEFT, STRUCK A UTILITY POLE, AND STRUCK A FENCE BEFORE COMING TO REST. DRIVER WAS ARRESTED FOR DRIVING UNDER THE INFLUENCE.

TRACS KEY NO.
L

Investigator's Motor Vehicle Crash Report - Vehicle

VEHICLE NO.	MOTOR VEHICLE UNIT TYPE	DRIVER PRESENT?
1	01 - Motor Vehicle in Transport; 02 - Parked Motor Vehicle; 03 - Working Vehicle/Equipment: **01**	☒ YES ☐ NO

VEHICLE OWNER NAME (Last, First, Middle)	CONTACT PHONE
BLANCO, FABIAN, A	**(308) 633-3790**

MAILING ADDRESS	CITY	STATE	ZIP
910 BOGGS AVE N APT 806	**GRAND ISLAND**	**NE**	**68803**

LICENSE PLATE NO.	STATE	REG. YEAR	MAKE	MODEL	MODEL YEAR	COLOR
8-F4622	**NE**	**2025**	**BUICK**	**PARK AVENUE**	**1999**	**BRZ**

LICENSE PLATE TYPE	VIN
PASSENGER	**1G4CW52K1X4641910**

INSURANCE COVERAGE (01 - Yes 02 - No 99 - Unk.)	INSURANCE COMPANY	INSURANCE POLICY NO.
01	**STATE FARM MUTUAL**	**0663802SFP27001**

MOTOR VEHICLE TYPE CATEGORY
Body Type — **10**
01 - All-Terrain Vehicle / Cycle (ATV/ATC)
02 - Golf Cart
03 - Low Speed Vehicle
04 - Recreational Off-Highway Vehicles (ROV)
05 - Snowmobile
06 - Moped or motorized bicycle
07 - Motorcycle - 2 Wheel
08 - Motorcycle - 3 Wheel
09 - Autocycle
10 - Passenger Car
11 - Passenger Van (less than 9 seats)
12 - (Sport) Utility Vehicle
13 - Pickup (10,000 lbs or less)
14 - Pickup (greater than 10,000 lbs)**
15 - Medium/Heavy Truck (greater than 10,000 lbs GVWR)**
16 - Single-Unit Truck**
17 - Truck Tractor**
18 - Other Trucks
19 - 9 or 12-Passenger Van**
20 - 15-Passenger Van**
21 - Cargo Van (10,000 lbs or less)
22 - Cargo Van (greater than 10,000 lbs GVWR)**
23 - Large Limo**
24 - Mini-bus**
25 - School Bus**
26 - Transit Bus**
27 - Other Bus Type**
28 - Motor Home (10,000 lbs or less GVWR)
29 - Motor Home (greater than 10,000 lbs GVWR)**
30 - Motorcoach**
31 - Construction Equipment (backhoe, bulldozer, etc.)
32 - Farm Equipment (tractor, combine harvester, etc.)
98 - Other
99 - Unknown

Did this motor vehicle display a hazardous materials (HM) placard? — **97**
01 - Yes** 97 - Not Applicable
02 - No 99 - Unknown
***Heavy Truck/Bus form must be completed*

Number of trailing units — **97**
97 - Not Applicable (vehicle with no trailing units)

SPECIAL FUNCTION OF MOTOR VEHICLE IN TRANSPORT — **00**
00 - No Special Function
01 - Ambulance
02 - Bus – Charter/Tour
03 - Bus – Childcare/Daycare
04 - Bus – Intercity
05 - Bus – School (Public or Private)
06 - Bus – Shuttle
07 - Bus – Transit/Commuter
08 - Bus – Other
09 - Farm Vehicle
10 - Fire Truck
11 - Highway/Maintenance
12 - Mail Carrier
13 - Military
14 - Non-Transport Emergency Services Vehicle
15 - Other Incident Response
16 - Police
17 - Public Utility
18 - Rental Truck (Over 10,000 lbs)
19 - Safety Service Patrols – Incident Response
20 - Taxi
21 - Towing – Incident Response
22 - Truck Acting as Crash Attenuator
23 - Vehicle Used for Electronic Ride-hailing (Uber, Lyft, etc.)
98 - Other
99 - Unknown

HIT AND RUN? — **02**
01 - Yes - Driver or Car/Driver Left Scene
02 - No - Did Not Leave Scene
99 - Unknown

VEHICLE MANEUVER / ACTION — **01**
01 - Movement Essentially Straight Ahead
02 - Backing
03 - Changing Lanes
04 - Entering Traffic Lane
05 - Leaving Traffic Lane
06 - Making a U-Turn
07 - Negotiating a Curve
08 - Parked
09 - Passing/Overtaking a Vehicle
10 - Slowing
11 - Stopped in Traffic
12 - Turning Left
13 - Turning Right
98 - Other
99 - Unknown

EMERGENCY MOTOR VEHICLE USE — **97**
01 - Emergency Operation, Emergency Warning Equipment in Use
02 - Emergency Operation, Emergency Warning Equipment Not in Use
03 - Non-Emergency, Non-Transport
04 - Non-Emergency, Transport
97 - Not Applicable
99 - Unknown

MOTOR VEHICLE AUTOMATED DRIVING SYSTEM(S)

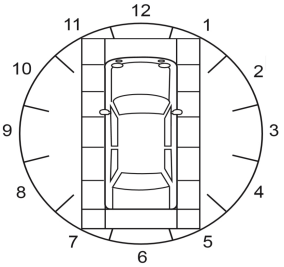
Automation System(s) in Vehicle? — **02**
01 - Yes
02 - No
99 - Unknown

Automation System Levels in Vehicle — **00**
(up to 5 choices)
00 - No Automation
01 - Driver Assistance
02 - Partial Automation
03 - Conditional Automation
04 - High Automation
05 - Full Automation
06 - Automation Level Unknown
99 - Unknown

Automation System Levels Engaged at Time of Crash — **00**
(up to 5 choices)
00 - No Automation
01 - Driver Assistance
02 - Partial Automation
03 - Conditional Automation
04 - High Automation
05 - Full Automation
06 - Automation Level Unknown
99 - Unknown

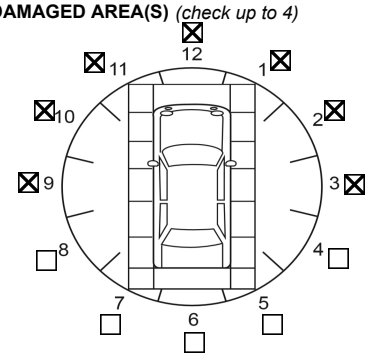
VEHICLE CONTRIBUTING CIRCUMSTANCE(S) — **00**
00 - None
01 - Body, Doors
02 - Brakes
03 - Exhaust System
04 - Lights (head, signal, tail)
05 - Mirrors
06 - Power Train
07 - Steering
08 - Suspension
09 - Tires
10 - Truck Coupling/Trailer Hitch/Safety Chains
11 - Wheels
12 - Windows/Windshield
13 - Wipers
98 - Other
99 - Unknown

INITIAL CONTACT POINT



00 - Non-Collision
13 - Top
14 - Undercarriage
15 - Cargo Loss
16 - Vehicle Not at Scene
99 - Unknown
— **01**

DAMAGED AREA(S) *(check up to 4)*



☐ 00 - No Damage ☐ 15 - All Areas
☐ 13 - Top ☐ 16 - Vehicle Not at Scene
☒ 14 - Undercarriage ☐ 99 - Unknown

Crashes in which the vehicle damage equals or exceeds $1,500 are classified as reportable.

DAMAGE ESTIMATE
☒ **Totaled**
$ 10000

EXTENT OF DAMAGE — **03**
00 - No Damage
01 - Minor Damage
02 - Functional Damage
03 - Disabling Damage
04 - Vehicle Not at Scene

TOWED DUE TO DISABLING DAMAGE — **02**
01 - Not Towed
02 - Towed Due to Disabling Damage
03 - Towed Not Due to Disabling Damage

VEHICLE NO. 1 *(cont'd)*

MOST HARMFUL EVENT FOR THIS MOTOR VEHICLE 47

Non-Collision Harmful Events
11 - Cargo/Equipment Loss or Shift
12 - Fell/Jumped from Motor Vehicle
13 - Fire/Explosion
14 - Immersion, Full or Partial
15 - Jackknife
16 - Other Non-Collision Harmful Event
17 - Overturn/Rollover
18 - Thrown or Falling Object

Collision With Person, Motor Vehicle or Non-Fixed Object
19 - Animal (live)
20 - Construction Equipment (backhoe, bulldozer, etc.)
21 - Farm Equipment (tractor, combine harvester, etc.)
22 - Motor Vehicle in Transport
23 - Other Non-Fixed Object
24 - Other Non-Motorist
25 - Parked Motor Vehicle
26 - Pedalcycle
27 - Pedestrian
28 - Railway Vehicle (train, engine)
29 - Strikes Object at Rest from Vehicle in Transport
30 - Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle
31 - Work Zone/Maintenance Equipment

Collision With Fixed Object
32 - Bridge Overhead Structure
33 - Bridge Pier or Support
34 - Bridge Rail
35 - Cable Barrier
36 - Concrete Traffic Barrier
37 - Culvert
38 - Curb
39 - Ditch
40 - Embankment
41 - Fence
42 - Guardrail End Terminal
43 - Guardrail Face
44 - Impact Attenuator/Crash Cushion
45 - Mailbox
46 - Other Fixed Object (wall, building, tunnel, etc.)
47 - Other Post, Pole or Support
48 - Other Traffic Barrier
49 - Traffic Sign Support
50 - Traffic Signal Support
51 - Tree (standing)
52 - Utility Pole/Light Support
53 - Unknown Fixed Object

SEQUENCE OF EVENTS *(up to 4 choices)*

06	First Event
38	Second Event
47	Third Event
41	Fourth Event

Non-Harmful Events
01 - Cross Centerline
02 - Cross Median
03 - End Departure (T-intersection, dead-end, etc.)
04 - Downhill Runaway
05 - Equipment Failure (blown tire, brake failure, etc.)
06 - Ran Off Roadway Left
07 - Ran Off Roadway Right
08 - Reentering Roadway
09 - Separation of Units
10 - Other Non-Harmful Event

Non-Collision Harmful Events
11 - Cargo/Equipment Loss or Shift
12 - Fell/Jumped from Motor Vehicle
13 - Fire/Explosion
14 - Immersion, Full or Partial
15 - Jackknife
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22 - Motor Vehicle in Transport
23 - Other Non-Fixed Object
24 - Other Non-Motorist
25 - Parked Motor Vehicle
26 - Pedalcycle
27 - Pedestrian
28 - Railway Vehicle (train, engine)
29 - Strikes Object at Rest from Motor Vehicle in Transport
30 - Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle
31 - Work Zone/Maintenance Equipment

Collision With Fixed Object
32 - Bridge Overhead Structure
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46 - Other Fixed Object (wall, building, tunnel, etc.)
47 - Other Post, Pole or Support
48 - Other Traffic Barrier
49 - Traffic Sign Support
50 - Traffic Signal Support
51 - Tree (standing)
52 - Utility Pole/Light Support
53 - Unknown Fixed Object

TRAFFIC CONTROL DEVICE TYPE *(up to 4 choices)*

TCD Type(s)
00 - No Controls
01 - Person (flagger, law enforcement, crossing guard, etc.) 00

Signs
02 - Railroad Crossing Sign
03 - School Zone Sign
04 - Stop Sign
05 - Yield Sign
06 - "Curve Ahead" Warning Sign
07 - Pedestrian Crossing Sign
08 - "Intersection Ahead" Warning Sign
09 - "Reduce Speed Ahead" Warning Sign
10 - Bicycle Crossing Sign
11 - Other Warning Sign

Signals
12 - Flashing Traffic Control Signal
13 - Ramp Meter Signal
14 - Lane Use Control Signal
15 - Traffic Control Signal
16 - Flashing Railroad Crossing Signal (may include gates)
17 - Flashing School Zone Signal
18 - Other Signal

Pavement Markings
19 - School Zone
20 - Railroad Crossing
21 - Pedestrian Crossing
22 - Bicycle Crossing
23 - Other Pavement Marking (excluding edgelines, centerlines or lane lines)
98 - Other
99 - Unknown

TRAFFIC CONTROL DEVICE WORKING
00 - No Controls
01 - Device Not Functioning
02 - Device Functioning Improperly
03 - Device Functioning Properly
99 - Unknown
00

TRAFFICWAY DESCRIPTION

Travel Directions
01 - One-Way
02 - Two-Way
02

Divided
00 - Not Divided
01 - Not Divided, With a Continuous Left-Turn Lane
02 - Divided, Flush Median (greater than 4 ft. wide)
03 - Divided, Raised Median (curbed)
04 - Divided, Depressed Median
99 - Unknown
00

Barrier Type
00 - No Barrier
01 - Cable Barrier
02 - Concrete Barrier (e.g. Jersey barrier)
03 - Earth Embankment
04 - Guardrail
98 - Other
00

DIRECTION OF TRAVEL
00 - Not on Roadway
01 - Northbound
02 - Southbound
03 - Eastbound
04 - Westbound
99 - Unknown
02

Name of street traveling on:
BLAINE ST

POSTED SPEED LIMIT
97 - Not Applicable
99 - Unknown
30 mph

PAVEMENT MARKINGS

Edgeline Presence/Type
00 - No Marked Edgeline
01 - Standard Width Edgeline
02 - Wide Edgeline
98 - Other
99 - Unknown
00

Centerline Presence/Type
00 - No Marked Centerline
01 - Centerline With Centerline Rumble Strip
02 - Standard Centerline Markings
99 - Unknown
02

Lane Line Markings
00 - No Lane Markings
01 - Standard Lane Line
02 - Wide Lane Line
99 - Unknown
00

TOTAL LANES IN ROADWAY

Undivided Trafficways
Number of Through Lanes in Both Directions, excluding Auxiliary Lanes
97 - Not Applicable
2

Number of Auxiliary Lanes in Both Directions
97 - Not Applicable
0

Divided Trafficways
Number of Through Lanes in the Vehicle's Direction, excluding Auxiliary Lanes
97 - Not Applicable

Number of Auxiliary Lanes in the Vehicle's Direction
97 - Not Applicable

GRADE / ROADWAY ALIGNMENT

Horizontal Alignment
01 - Curve Left
02 - Curve Right
03 - Straight
99 - Unknown
03

Grade
01 - Downhill
02 - Hillcrest
03 - Level
04 - Sag (Bottom)
05 - Uphill
99 - Unknown
03

PRESENCE / TYPE OF BICYCLE FACILITY

Facility
00 - None
01 - Marked Bicycle Lane
02 - Separate Bicycle Path/Trail
03 - Unmarked Paved Shoulder
04 - Wide Curb Lane
99 - Unknown
99

Signed Bicycle Route?
01 - Yes
02 - No
97 - Not Applicable
99 - Unknown
99

TRACS KEY NO.
L

Investigator's Motor Vehicle Crash Report - Driver

VEHICLE NO. 1 *(cont'd)*

DRIVER NAME (Last, First, Middle)	CONTACT PHONE	SEX
BLANCO, FABIAN, A	**(308) 633-3790**	01 - Male, 02 - Female, 99 - Unk. → **01**

MAILING ADDRESS	CITY	STATE	ZIP
910 BOGGS AVE N APT 806	**GRAND ISLAND**	**NE**	**68803**

DATE OF BIRTH (MMDDYYYY)	DOB Unk.	DRIVER'S LICENSE NO.	STATE	CITATION
07/30/1980	☐	**H12759239**	**NE**	☐ NO VIOLATION ☐ UNKNOWN 1 **ARRESTED** 2

DRIVER LICENSE JURISDICTION → **05**
00 - Not Licensed
01 - Canadian*
02 - Indian Nation*
03 - International License* (other than Mexico, Canada)
04 - Mexican*
05 - U.S. State
06 - U.S. Government
97 - Not Applicable
99 - Unknown

*** Name of Jurisdiction**
Include the specific State, Province or Nation indicated on the Driver's License
NEBRASKA

DRIVER LICENSE STATUS
Type Applicable for this Person → **02**
01 - Commercial Driver License (CDL)
02 - Non-CDL Driver License
03 - Non-CDL Restricted Driver License (learner's permit, temporary/limited, graduated driver license, etc.)
99 - Unknown

Status → **06**
00 - Not Licensed
01 - Canceled or Denied
02 - Disqualified (CDL)
03 - Expired
04 - Revoked
05 - Suspended
06 - Valid License
99 - Unknown

DRIVER LICENSE RESTRICTIONS → **00**
(up to 3 choices)
00 - None
01 - Alcohol Interlock Device
02 - Automatic Transmission
03 - CDL Intrastate Only
04 - Corrective Lenses
05 - Except Class A & Class B Bus
06 - Except Class A Bus
07 - Except Tractor-Trailer
08 - Farm Waiver
09 - Intermediate License Restrictions
10 - Learner's Permit Restrictions
11 - Limited to Daylight Only
12 - Limited to Employment
13 - Limited-Other
14 - Mechanical Devices (special brakes, hand controls, or other adaptive devices)
15 - Military Vehicles Only
16 - Motor Vehicles Without Air Brakes
17 - Outside Mirror
18 - Prosthetic Aid
98 - Other
99 - Unknown

DRIVER LICENSE TYPE → **01**
00 - Not Licensed
01 - Full Driver License
02 - Intermediate Driver License
03 - Learner's Permit
04 - School Permit
05 - Temporary License
99 - Unknown License Type

COMMERCIAL DRIVER LICENSE (CDL) → **02**
01 - Yes
02 - No
99 - Unknown

CLASS → **05**
00 - None
01 - Class A
02 - Class B
03 - Class C
04 - Class M
05 - Regular Driver License
97 - Not Applicable
98 - Other
99 - Unknown

ENDORSEMENTS *(up to 4 choices)* → **00**
00 - None
01 - H - Hazardous Materials
02 - M - Motorcycle
03 - N - Tank Vehicle
04 - P - Passenger
05 - S - School
06 - T - Double / Triple Trailers
07 - X - Combination Tank Vehicle & Hazardous Materials
98 - Other Non-Commercial License Endorsements
99 - Unknown

ALCOHOL INTERLOCK PRESENT? → **02**
01 - Yes
02 - No
99 - Unknown

SPEEDING RELATED → **03**
00 - No
01 - Exceeded Speed Limit
02 - Racing
03 - Too Fast for Conditions
99 - Unknown

DRIVER ACTIONS AT TIME OF CRASH → **05** **12**
(up to 4 choices)
00 - No Contributing Action
01 - Disregarded Red Light
02 - Disregarded Stop Sign
03 - Disregarded Road Markings
04 - Disregarded Traffic Sign
05 - Failed to Keep in Proper Lane
06 - Failed to Yield Right-of-Way
07 - Followed too Closely
08 - Improper Backing
09 - Improper Passing
10 - Improper Turn
11 - Operated Motor Vehicle in Inattentive, Careless, Negligent or Erratic Manner
12 - Operated Motor Vehicle in Reckless or Aggressive Manner
13 - Over-Correcting/Over-Steering
14 - Ran Off Roadway
15 - Swerved or Avoided Due to Wind, Slippery Surface, Motor Vehicle, Object, Non-Motorist in Roadway, etc.
16 - Wrong Side or Wrong Way
98 - Other Contributing Action
99 - Unknown

DRIVER DISTRACTED BY
Action → **99**
00 - Not Distracted
01 - Talking/Listening
02 - Manually Operating (texting, dialing, playing game, etc.)
03 - Other Action (looking away from task, etc.)
99 - Unknown

Source → **99**
01 - Hands-free Mobile Phone
02 - Hand-held Mobile Phone
03 - Other Electronic Device
04 - Vehicle-Integrated Device
05 - Passenger/Other Non-Motorist
06 - External (to vehicle/non-motorist area)
07 - Other Distraction (animal, food, grooming, etc.)
08 - Other cell phone use like GPS navigation
97 - Not Applicable (not distracted)

DRIVER CONDITION AT TIME OF CRASH → **06**
(up to 2 choices)
01 - Apparently Normal
02 - Asleep or Fatigued
03 - Emotional (depressed, angry, disturbed, etc.)
04 - Ill (sick, fainted)
05 - Physically Impaired
06 - Under Influence of Alcohol, Drugs or Medication
97 - Not Applicable
98 - Other
99 - Unknown if Impaired

ALCOHOL

ALCOHOL SUSPECTED → **01**
01 - Yes
02 - No
99 - Unknown

ALCOHOL TEST STATUS → **01**
01 - Test Given
02 - Test Not Given
03 - Test Refused
99 - Unknown if Tested

ALCOHOL TEST TYPE → **01**
01 - Blood "BAC"
02 - Breathalyzer "BrAC"
03 - Urine
98 - Other
97 - Not Applicable
99 - Unknown

ALCOHOL TEST RESULT → **03**
01 - Negative
02 - Positive
03 - Pending
99 - Unknown

BAC Level: (ex: 0.132) _____

DRUGS

DRUGS SUSPECTED → **02**
01 - Yes
02 - No
99 - Unknown

DRUG TEST STATUS → **02**
01 - Test Given
02 - Test Not Given
03 - Test Refused
99 - Unknown if Tested

DRUG TEST TYPE
01 - Blood
02 - Urine
03 - Saliva
98 - Other
99 - Unknown

DRUG TEST RESULT
01 - Negative
02 - Positive

DRUG TYPE *(up to 4 choices)*
01 - Amphetamine
02 - Cocaine
03 - Marijuana
04 - Opiate
05 - Other Controlled Substance
06 - PCP
07 - Other Drug (excludes post-crash drugs)
97 - Not Applicable
99 - Unknown

Agency Case No. **L25120062**

TraCS KEY NO.
L

Investigator's Motor Vehicle Crash Report - All Drivers & Occupants

PERSON TYPE

P1. Incident Responder?
01 - Yes
02 - No

P2. If yes, type of Incident Responder
01 - EMS
02 - Fire
03 - Police
04 - Tow Operator
05 - Transportation (maintenance workers, safety service operators, etc.)
98 - Other
99 - Unknown

Does the crash involve a Non-Motorist?
01 - Yes – Complete Non-Motorist Report NDOT Form 178 for the following person types:
- Bicyclist
- Other Cyclist
- Pedestrian
- Other Pedestrian (wheelchair, skater, person in a building, parked vehicle, or a personal conveyance, etc.)
- Occupant of a Non-Motor Vehicle Transportation Device
- Unknown Type of Non-Motorist**

02 - No – Continue to P3 below.

P3. Occupant of Motor Vehicle
01 - Driver
02 - Occupant
03 - Occupant of MV Not in Transport

SEATING POSITION

P4. Row
01 - Front
02 - Second
03 - Third
04 - Fourth
05 - Other Row (bus, 15-passenger van, etc.)
99 - Unknown

P5. Seat
01 - Left
02 - Middle
03 - Right
98 - Other
99 - Unknown

P6. Other Location
01 - Enclosed Cargo Area
02 - Riding on Motor Vehicle Exterior (non-trailing unit)
03 - Sleeper Section of Cab (truck)
04 - Trailing Unit
05 - Unenclosed Cargo Area
97 - Not Applicable
98 - Other
99 - Unknown

P7. Ejection
01 - Not Ejected
02 - Ejected, Partially
03 - Ejected, Totally
97 - Not Applicable
99 - Unknown

RESTRAINT SYSTEM / HELMET USE

P8. Restraint System
01 - Booster Seat
02 - Child Restraint System - Forward Facing
03 - Child Restraint System - Rear Facing
04 - Child Restraint System - Type Unknown
05 - Lap Belt Only Used
06 - None Used - Motor Vehicle Occupant
07 - Restraint Used - Type Unknown
08 - Shoulder & Lap Belt Used
09 - Shoulder Belt Only Used
10 - Stretcher
11 - Wheelchair

Motorcycle Helmet Use
12 - DOT-Compliant Motorcycle Helmet
13 - Non DOT-Compliant Motorcycle Helmet
14 - Unknown If DOT-Compliant Motorcycle Helmet
15 - No Helmet
97 - Not Applicable
98 - Other
99 - Unknown

P9. Any Indication of Improper Restraint Use?
01 - Yes
02 - No
99 - Unknown

P10. Air Bag Deployed *(up to 4 choices)*
00 - Not Deployed
02 - Curtain
03 - Front
04 - Side
97 - Not Applicable
98 - Other (knee, air belt, etc.)
99 - Unknown

P11. School Bus Restraint Availability ***(excludes driver)***
00 - No Restraint Available
01 - Lap Belt Available & Not Used
02 - Shoulder & Lap Available & Not Used
97 - Not Applicable
99 - Unknown

INJURY

P12. Injury Status
00 - No Apparent Injury
01 - Fatal Injury [must complete Fatal Crash Report NDOT Form 179]
02 - Suspected Serious Injury*
03 - Suspected Minor Injury
04 - Possible Injury
99 - Unknown

** Suspected Serious Injury: Any injury, other than fatal, which results in one or more of the following: Severe laceration resulting in exposure of underlying tissues, muscle, organs, or resulting in significant loss of blood, broken or distorted extremity (arm or leg), crush injuries, suspected skull, chest, or abdominal injury other than bruises or minor lacerations, significant burns (second and third degree burns over 10% or more of the body), unconsciousness when taken from the crash scene, or paralysis.*

P13. Injury Area
00 - None
01 - Abdomen & Pelvis
02 - Entire Body
03 - Face
04 - Head
05 - Lower Extremity (legs)
06 - Neck
07 - Spine
08 - Chest (thorax)
09 - Upper Extremity (arms)
10 - Unspecified
99 - Unknown

P14. Source of Transport to First Medical Facility
00 - Not Transported
01 - EMS Air
02 - EMS Ground
03 - Law Enforcement
98 - Other
99 - Unknown

All Drivers & Occupants

Vehicle No.	Occupant No.	NAME OF PERSON INVOLVED (Last, First, Middle)	SEX (01 - Male 02 - Female 99 - Unk.)
1	1	BLANCO, FABIAN, A	01

ADDRESS	CITY, STATE, ZIP	DATE OF BIRTH (MMDDYYYY)	DOB Unk.
910 BOGGS AVE N APT 806	GRAND ISLAND, NE, 68803	07/30/1980	☐

Person Type	Seating Position	Restraint System / Helmet Use	Injury
P1: 2 P2: P3: 01	P4: 01 P5: 01 P6: 97 P7: 01	P8: 06 P9: 99 P10: 03 P11: 97	P12: 04 P13: 05 P14: 02

MEDICAL FACILITY NAME	EMS SERVICE NAME	EMS RUN NO.
ST. FRANCIS MEDICAL CENTER - GRAND ISLAND	GRAND ISLAND RURAL FIRE DEPT.	

Vehicle No.	Occupant No.	NAME OF PERSON INVOLVED (Last, First, Middle)	SEX (01 - Male 02 - Female 99 - Unk.)

ADDRESS	CITY, STATE, ZIP	DATE OF BIRTH (MMDDYYYY)	DOB Unk.
			☐

Person Type	Seating Position	Restraint System / Helmet Use	Injury
P1: P2: P3:	P4: P5: P6: P7:	P8: P9: P10: P11:	P12: P13: P14:

MEDICAL FACILITY NAME	EMS SERVICE NAME	EMS RUN NO.

Vehicle No.	Occupant No.	NAME OF PERSON INVOLVED (Last, First, Middle)	SEX (01 - Male 02 - Female 99 - Unk.)

ADDRESS	CITY, STATE, ZIP	DATE OF BIRTH (MMDDYYYY)	DOB Unk.
			☐

Person Type	Seating Position	Restraint System / Helmet Use	Injury
P1: P2: P3:	P4: P5: P6: P7:	P8: P9: P10: P11:	P12: P13: P14:

MEDICAL FACILITY NAME	EMS SERVICE NAME	EMS RUN NO.

// 1 NNNN

CITY OF GRAND ISLAND

CUSTOMER NAME	**FABIAN A BLANCO**
Bill Date:	02/12/2026
Account Number:	89935
Service Address:	MERCHANDISE

Customer Service
Office Hours: Monday - Friday 8:30 a.m. - 4:30 p.m.
Billing Inquiries: (308) 385-5480
1306 W 3rd St ● Grand Island, NE 68801
Email: customerservice@grand-island.com
Web: www.giud.com

Message Center

Enroll in SmartHub! Download our mobile app or visit us on the web. Sign up for eBill, eNotifications and enroll in Auto-Pay NOW using your credit/debit card!

TOTAL DUE

$4,727.05

Payment Due By: 03/05/2026

Electric Charges

Billing Summary

Balance From Last Billing	**$0.00**
No Payment Received	**$0.00**
Balance Forward	**$0.00**

Service Summary

Electric Service	**$4,727.05**
Total Current Charges	**$4,727.05**



KEEP Please do not staple payment.

SEND

CITY OF GRAND ISLAND

PO Box 1928
Grand Island, NE 68802-1928

Bill Date	02/12/2026
Account Number	89935
Total Due	**$4,727.05**
Please pay by Mar 5, 2026	

Please visit SmartHub or call Customer Service to make changes to your account.

Remit and make check payable to:

CITY OF GRAND ISLAND UTILITIES
PO BOX 1928 2
GRAND ISLAND NE 68802-1928

1 47

FABIAN A BLANCO
APT 806
910 N BOGGS ST
GRAND ISLAND NE 68803-0000

29201000008993500047270500047270502122026:180

Account Number: 89935 **Service Address: MERCHANDISE**

Meter Number	Service Description	Services From	Services To	Days	Readings Previous	Readings Present		Meter Multiplier	Usage
	Electric Merchandise Sales	01/29/2026	02/12/2026	14	0	0	A	1	0

A = Actual Read, E = Estimated Read, C = Customer Read

Electric Service	
Miscellaneous Charge ele-c10918-Replaced 3 phase pole damaged 12/01/2025	$4,727.05
Total Electric Charges	**$4,727.05**
Total Grand Island Utilities Charges	**$4,727.05**

DELINQUENT ACCOUNTS

Bills are due upon receipt and considered delinquent if not paid by the due date. Due dates can be found on the bill. Delinquent accounts are subject to a late fee of 3% of the unpaid bill total. Service is subject to disconnect if bill becomes delinquent. Please call 308-385-5480 for assistance.

POSSIBLE FEES

Disconnect Fee	$50.00	
Returned Payment Charges	$50.00	
Reconnection Fee during Business Hours	$50.00	Please call 308-385-5480
Reconnection Fee after Business Hours - Electric	$50.00	Please call 308-385-5461
Reconnection Fee after Business Hours - Water	$375.00	

Ways to Pay Your Bill

Mobile App or Online
www.giud.com

Phone
(833) 958-3744

Drop Box @ Customer Service Center

In Person
1306 W 3rd St
Grand Island NE 68801

Billing Programs

Budget
No surprises. Make even payments all year.

Paperless Billing
Go Green ● Go Paperless
Sign up on SmartHub

Reminders
Never make a late payment again. Sign up for reminders on SmartHub.

Auto-Pay
Your payment is automatically made on the due date of the bill.

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 11.a.

Subject: #2026 -241- Setting Date for Board of Equalization for Parking District #3 (Off-street Parking)

Staff Contact: Chelsey Steinke

BACKGROUND: Parking District #3 boundaries are the same as the Central Business District boundaries. The boundaries are listed below. The following is background on why the district exists initially and the rules under which it was established and the rules on how it continues to exist. 36-96 Off-Street Parking Requirements Purposes. It is the intent of this section that all buildings and uses shall provide off-street parking and loading facilities in a minimum amount as required herein to meet the needs of such buildings and uses on private property and under the same ownership as such buildings or uses. The accommodations may consist of lots, garages, or other buildings, and accessories; they may be surface facilities or facilities above or under the ground. It is the further intent of this section that all off-street parking and loading spaces and facilities shall be sited and built according to the requirements contained in this section, and shall require an application for and issuance of a building permit pursuant to §8-22. 2. Application. Each building or use hereafter constructed, and each addition to or altered building or use shall be provided with off-street parking and loading spaces as required herein. Each off-street parking space or loading facility and space hereafter constructed, upon proper application and permit being granted shall be sited and constructed pursuant to the requirements of this section. No application for a building permit for such building, addition, alteration, or use shall be approved unless accompanied by a plot plan showing the location and amount of off-street parking and loading spaces as required herein for the existing or proposed building or use and including all such additions or alterations. No occupancy or use permit shall be issued unless the required parking and loading facilities shall have been provided in accordance with the approved plot plan. Requirements shall be applicable to all zones and districts but not to include the following business districts or tracts of land as identified below: Central Business District. Beginning at the intersection of Sycamore Street and First Street; thence westerly on First Street to Pine Street; thence southerly on Pine Street to the southerly boundary of Courthouse Addition; thence westerly along the southerly boundary of Courthouse Addition to Locust Street; thence westerly on Division Street to Walnut Street; thence northerly on Walnut Street to the alley between Division Street and First

Street; thence westerly on said alley to Cedar Street; thence northerly on Cedar Street to the alley between Second Street and Third Street; thence westerly on said alley to Elm Street; thence northerly on Elm Street to a point 40 feet north of the southerly right-of-way line of the Union Pacific Railroad; thence easterly parallel to and 40 feet from said right-of-way line to Walnut Street; thence northerly on Walnut Street to a point 100 feet north of the northerly right-of-way line of South Front Street; thence easterly parallel to and 100 feet from said right-of-way line to Kimball Avenue extended; thence southerly on Kimball Avenue extended and Kimball Avenue to the alley between Third Street and Second Street; thence southerly on Sycamore Street to the point of beginning. Fourth Street Business District. Beginning at the intersection of Eddy Street and the alley in the block between Fourth and Fifth Streets; thence easterly on the alley to the intersection of the alley with Sycamore Street; thence southerly on Sycamore Street to 100 feet south of the south right-of-way line of North Front Street; thence westerly on the aforesaid line to its intersection with Eddy Street; thence northerly on Eddy Street to the point of beginning. Tracts of land ten acres or more used for seasonal events (one event every three months) of not more than fourteen consecutive days in duration and a minimum of fourteen days between events. Please reference 36-97 Schedule Of Minimum Off-Street Parking And Loading Requirements for the various use types and associated requirements. Since the Central Business District does not have to abide by the parking rules as highlighted above, the City has opted to use the Offstreet Parking District Act to establish a district for parking along with a special assessment to property owners. The following is additional background on the rules and requirements of that act. State of Nebraska Revised Statute Sections 19-3301 to 19-3326 shall be known and may be cited as the Offstreet Parking District Act. Section 19-3315 (3) A special assessment against the real property located in an offstreet parking district to the extent of special benefit thereto for the purpose of paying all or any part of the costs of maintenance, repair, and reconstruction of such offstreet parking facility in the district. The mayor and city council may levy such assessments under either of the following methods: (a) The mayor and city council may, not more frequently than annually, determine the costs of maintenance, repair, and reconstruction of such facility and such costs shall be assessed to the real property located in such district as provided by section 19-3314. At the hearing on such assessments, objections may be made to the total costs and the proposed allocation of such costs among the parcels of real property in such district; or (b) after notice is given to the owners as provided in section 19-3314, the mayor and city council may establish and may change from time to time the percentage of such costs of maintenance, repair, and reconstruction which each parcel of real property in any district shall pay. Thereafter, the mayor and city council shall annually determine the total amount of such costs for each period since costs were last assessed and shall after a hearing assess such costs to the real property in the district in accordance with the percentages previously established or as established at such hearing. Notice of such hearing shall be given as provided in section 19- 3314 and shall state the total cost and percentage to be assessed to each parcel of real property. Unless written objections are filed with the city clerk at least five days before the hearing, all objections to the amount of total costs and the assessment percentages shall be deemed to have been waived and assessments shall be levied as stated in such notice unless the mayor and city council reduce any assessment. At such hearing, the assessment percentage for the assessment of costs in the future may be changed. The following is additional background that was presented to City Council in 2019 upon the creation of Parking District #3. NEBCO, Inc. v. Bd. of Equalization of City of Lincoln, 250 Neb. 81, 547 N.W.2d 499 (1996): Special assessments are charges imposed by law on land to defray the expense of a local municipal improvement on the theory that the property has received special benefits from the improvements in excess of the benefits accruing to property or people in general. An assessment may not be arbitrary, capricious, or unreasonable but

the law does not require that a special assessment correspond exactly to the benefits received. The most any officer or any tribunal can do is to estimate the benefits to each tract of real estate upon as uniform a plan as may be in the light afforded by available information. Unreasonableness can be shown if the board, in its assessment, treats similarly situated people differently. Absent evidence to the contrary, it will be presumed that a special assessment was arrived at with reference only to the benefits which accrued to the property affected. The validity of an assessment is further aided by the presumption of law that all real estate is benefited to some degree from the improvement on which it abuts or in a district of which the property assessed is a part. Reasonable prospective uses of the property may be considered in determining whether the property has benefited. Exemption from Property Tax Subject to limitations stated, Nebraska Revised Statute Sec. 77-202, exempts property of the state, governmental subdivisions, and educational, religious, charitable, and cemetery organizations from property tax. No constitutional or statutory authority exists for exemption of such property from special assessments. The following is current background on the district and some current information from the last few years to give added context to how it functions in practice. The creation of Parking District #3 occurred January 8, 2019. Through formation of Off-street Parking District No. 3 and the levy of special assessments, the financial burden of maintaining off-street parking lots will be distributed among the owners of all properties within the district irrespective of the use of the property, whether business, retail, government, religious, or nonprofit. This will achieve a fairer and more equitable distribution of the financial burden among all properties specially benefitted by the availability of convenient free off-street parking within the district. City Council as Board of Equalization will be authorized to establish special assessment credits/offsets for private parking spaces provided within the district.

DISCUSSION: Property owners within the District will be charged a special assessment based on the entire square footage of their buildings. The square footage is based on the information obtained from the County Assessor; however, if square footage was not available from the Assessor then a calculation was done based on outer building dimensions and the number of floors. The total square footage for Parking District #3 is 1,637,431. The special assessment charge for the 2025-2026 year to be collected in 2026-2027 fiscal year is $80,012 or $0.0488/square foot. Property owners who have parking within their property, that is open to the public, customers, or users, of the building can apply for a space credit. This credit can reduce the amount owed for that property or other properties owned by the same owner within 300 feet down to a minimum of $0. Any excess that cannot be used will not be paid out to the property owner or credited to other properties more than 300 feet away. Using the same $15 credit Council provided the prior year, Parking District #3 would have an estimated credit amount of $10,012, leaving $70,000 of the special assessment amount collectible.

FISCAL IMPACT: Revenue to the Parking District #3 would be approximately $70,000.00.

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

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

RECOMMENDATION: The City Finance Department recommends that the Council set the date of October 27, 2026, for the Board of Equalization. Notice of the Hearing and proposed

assessments will be published according to State Statutes on September 17, September 24, and October 1, 2026.

SAMPLE MOTION: Move to approve the date of October 27, 2026, for the Board of Equalization for Parking District #3 (Off-street Parking). Notice of the Hearing and proposed assessments will be published according to State Statutes.

ATTACHMENTS:
1. Resolution

R E S O L U T I O N 2026-241

WHEREAS, the City has received the square footage of the individual properties within the Parking District #3 as shown in the office of the Hall County Assessor in effect on the first day of January 2025.

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

1. A proposed assessment schedule shall be prepared.

2. A hearing before the City Council sitting as a Board of Equalization on the proposed assessments shall be held on October 14, 2025 at 7:00 p.m. in the City Council chambers of City Hall 100 East First Street, Grand Island NE.

3. Notice of hearing shall be published once each week for three consecutive weeks.

4. Notice of hearing shall be mailed to all property owners of the Parking District #3 by U.S. Mail, postage prepaid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 09, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 11.b.

Subject: #2026- 242- Approving FY2026-2027 General Property and Community Redevelopment Authority (CRA) Tax Request

Staff Contact: Patrick Brown

BACKGROUND:

77-1632.

Property tax request; procedure; public hearing; resolution or ordinance; contents.

(1) If the annual assessment of property would result in an increase in the total property taxes levied by a county, city, village, school district, learning community, sanitary and improvement district, natural resources district, educational service unit, or community college, as determined using the previous year's rate of levy, such political subdivision's property tax request for the current year shall be no more than its property tax request in the prior year, and the political subdivision's rate of levy for the current year shall be decreased accordingly when such rate is set by the county board of equalization pursuant to section 77-1601. The governing body of the political subdivision shall pass a resolution or ordinance to set the amount of its property tax request after holding the public hearing required in subsection (3) of this section. If the governing body of a political subdivision seeks to set its property tax request at an amount that exceeds its property tax request in the prior year, it may do so to the extent allowed by law after holding the public hearing required in subsection (3) of this section and by passing a resolution or ordinance that complies with subsection (4) of this section. If any county, city, school district, or community college seeks to increase its property tax request by more than the allowable growth percentage, such political subdivision shall comply with the requirements of section 77-1633 in lieu of the requirements in subsections (3) and (4) of this section.

(2) If the annual assessment of property would result in no change or a decrease in the total property taxes levied by a county, city, village, school district, learning community, sanitary and improvement district, natural resources district, educational service unit, or community college, as determined using the previous year's rate of levy, such political subdivision's property tax request for the current year shall be no more than its property tax request in the

prior year, and the political subdivision's rate of levy for the current year shall be adjusted accordingly when such rate is set by the county board of equalization pursuant to section 77-1601. The governing body of the political subdivision shall pass a resolution or ordinance to set the amount of its property tax request after holding the public hearing required in subsection (3) of this section. If the governing body of a political subdivision seeks to set its property tax request at an amount that exceeds its property tax request in the prior year, it may do so to the extent allowed by law after holding the public hearing required in subsection (3) of this section and by passing a resolution or ordinance that complies with subsection (4) of this section. If any county, city, school district, or community college seeks to increase its property tax request by more than the allowable growth percentage, such political subdivision shall comply with the requirements of section 77-1633 in lieu of the requirements in subsections (3) and (4) of this section.

(3) The resolution or ordinance required under this section shall only be passed after a special public hearing called for such purpose is held and after notice is published in a newspaper of general circulation in the area of the political subdivision at least four calendar days prior to the hearing. For purposes of such notice, the four calendar days shall include the day of publication but not the day of hearing. If the political subdivision's total operating budget, not including reserves, does not exceed ten thousand dollars per year or twenty thousand dollars per biennial period, the notice may be posted at the governing body's principal headquarters. The hearing notice shall contain the following information: The certified taxable valuation under section 13-509 for the prior year, the certified taxable valuation under section 13-509 for the current year, and the percentage increase or decrease in such valuations from the prior year to the current year; the dollar amount of the prior year's tax request and the property tax rate that was necessary to fund that tax request; the property tax rate that would be necessary to fund last year's tax request if applied to the current year's valuation; the proposed dollar amount of the tax request for the current year and the property tax rate that will be necessary to fund that tax request; the percentage increase or decrease in the property tax rate from the prior year to the current year; and the percentage increase or decrease in the total operating budget from the prior year to the current year.

(4) Any resolution or ordinance setting a political subdivision's property tax request under this section at an amount that exceeds the political subdivision's property tax request in the prior year shall include, but not be limited to, the following information:

(a) The name of the political subdivision;

(b) The amount of the property tax request;

(c) The following statements:

(i) The total assessed value of property differs from last year's total assessed value by ..... percent;

(ii) The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be $..... per $100 of assessed value;

(iii) The (name of political subdivision) proposes to adopt a property tax request that will cause its tax rate to be $..... per $100 of assessed value; and

(iv) Based on the proposed property tax request and changes in other revenue, the total

operating budget of (name of political subdivision) will (increase or decrease) last year's budget by ..... percent; and

(d) The record vote of the governing body in passing such resolution or ordinance.

(5) Any resolution or ordinance setting a property tax request under this section shall be certified and forwarded to the county clerk on or before October 15 of the year for which the tax request is to apply.

DISCUSSION:

2026 Valuations for the City of Grand Island increased over the 2025 valuation by $304,336,184 or 6.0%. If the City applies the FY2025-2026 mill levy of 0.241485 to the new valuation of $5,359,528,585, the City's Property Tax revenue would be $14,060,290, a tax increase of $605,483 over the prior year. The City and Community Redevelopment Authority tax ask for FY2026 is $13,007,831.

If the City applies the FY2025-2026 Property Tax Ask of $12,207,540 to the new valuation there would be no tax increase, and the mill levy would decrease to 0.227797. CRA property tax ask is $798,990 which is same in the prior year. The CRA mill levy would decrease from 0.015805 to 0.014908.

The following is a breakdown of mill levies for City General and CRA property tax request.

Entity	2026 Mill Levy	2027 Proposed Mill Levy
City General Property Tax Levy	0.241485	0.227797
City General Property Tax Levy for CRA	0.015805	0.014908
Total General Property Tax Levy	0.257290	0.242705

FISCAL IMPACT: Property tax revenue for FY2027 would be $12,208,841.42 for the General Fund and $798,989.79 to CRA for a total of $13,007,831.21.

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

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

RECOMMENDATION: Approve decreasing the mill levy to 0.227797 in order to request $12,208,841.42 of Property Tax for the City general and decreasing CRA's mill levy to 0.014908 in order to request $798,989.79 of Property Tax for FY2027 for a total request of $13,007,831.21.

SAMPLE MOTION: Move to approve the General Property Tax Request for City and CRA.

ATTACHMENTS:
1. Resolution

R E S O L U T I O N 2026- 242

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the Governing Body of the City of Grand Island, Nebraska passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request.

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

1. The 2026-2027 City General property tax request be set at $13,007,831.21 of which $12,208,841.42 is designated for City General property tax and $798,989.79 is designated for Community Redevelopment Authority (CRA).

2. The total assessed value of property differs from last year's total assessed value by 6.0%.

3. The City General property tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be $0.227797 per $100 of assessed value.

4. The City General property tax rate designated for CRA which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be $0.014908 per $100 of assessed value.

5. The City of Grand Island, Nebraska proposes to adopt a City General property tax request that will cause its tax rate to be $0.227797 per $100 of assessed value.

6. The City of Grand Island, Nebraska proposes to adopt a City General property tax request designated for CRA that will cause its tax rate to be $0.014908 per $100 of assessed value.

7. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Grand Island, Nebraska will increase from last year's total operating budget by 1.0% or $3,441,163.

8. A copy of this resolution be certified and forwarded to the County Clerk on or before October 9, 2026.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 11.c.

Subject: #2026-243 - Approving Downtown Improvement District #2 (Ramp) Property Tax Request

Staff Contact: Patrick Brown

BACKGROUND:

77-1632.

Property tax request; procedure; public hearing; resolution or ordinance; contents.

(1) If the annual assessment of property would result in an increase in the total property taxes levied by a county, city, village, school district, learning community, sanitary and improvement district, natural resources district, educational service unit, or community college, as determined using the previous year's rate of levy, such political subdivision's property tax request for the current year shall be no more than its property tax request in the prior year, and the political subdivision's rate of levy for the current year shall be decreased accordingly when such rate is set by the county board of equalization pursuant to section 77-1601. The governing body of the political subdivision shall pass a resolution or ordinance to set the amount of its property tax request after holding the public hearing required in subsection (3) of this section. If the governing body of a political subdivision seeks to set its property tax request at an amount that exceeds its property tax request in the prior year, it may do so to the extent allowed by law after holding the public hearing required in subsection (3) of this section and by passing a resolution or ordinance that complies with subsection (4) of this section. If any county, city, school district, or community college seeks to increase its property tax request by more than the allowable growth percentage, such political subdivision shall comply with the requirements of section 77-1633 in lieu of the requirements in subsections (3) and (4) of this section.

(2) If the annual assessment of property would result in no change or a decrease in the total property taxes levied by a county, city, village, school district, learning community, sanitary and improvement district, natural resources district, educational service unit, or community college, as determined using the previous year's rate of levy, such political subdivision's property tax request for the current year shall be no more than its property tax request in the

prior year, and the political subdivision's rate of levy for the current year shall be adjusted accordingly when such rate is set by the county board of equalization pursuant to section 77-1601. The governing body of the political subdivision shall pass a resolution or ordinance to set the amount of its property tax request after holding the public hearing required in subsection (3) of this section. If the governing body of a political subdivision seeks to set its property tax request at an amount that exceeds its property tax request in the prior year, it may do so to the extent allowed by law after holding the public hearing required in subsection (3) of this section and by passing a resolution or ordinance that complies with subsection (4) of this section. If any county, city, school district, or community college seeks to increase its property tax request by more than the allowable growth percentage, such political subdivision shall comply with the requirements of section 77-1633 in lieu of the requirements in subsections (3) and (4) of this section.

(3) The resolution or ordinance required under this section shall only be passed after a special public hearing called for such purpose is held and after notice is published in a newspaper of general circulation in the area of the political subdivision at least four calendar days prior to the hearing. For purposes of such notice, the four calendar days shall include the day of publication but not the day of hearing. If the political subdivision's total operating budget, not including reserves, does not exceed ten thousand dollars per year or twenty thousand dollars per biennial period, the notice may be posted at the governing body's principal headquarters. The hearing notice shall contain the following information: The certified taxable valuation under section 13-509 for the prior year, the certified taxable valuation under section 13-509 for the current year, and the percentage increase or decrease in such valuations from the prior year to the current year; the dollar amount of the prior year's tax request and the property tax rate that was necessary to fund that tax request; the property tax rate that would be necessary to fund last year's tax request if applied to the current year's valuation; the proposed dollar amount of the tax request for the current year and the property tax rate that will be necessary to fund that tax request; the percentage increase or decrease in the property tax rate from the prior year to the current year; and the percentage increase or decrease in the total operating budget from the prior year to the current year.

(4) Any resolution or ordinance setting a political subdivision's property tax request under this section at an amount that exceeds the political subdivision's property tax request in the prior year shall include, but not be limited to, the following information:

(a) The name of the political subdivision;

(b) The amount of the property tax request;

(c) The following statements:

(i) The total assessed value of property differs from last year's total assessed value by ..... percent;

(ii) The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be $..... per $100 of assessed value;

(iii) The (name of political subdivision) proposes to adopt a property tax request that will cause its tax rate to be $..... per $100 of assessed value; and

(iv) Based on the proposed property tax request and changes in other revenue, the total

operating budget of (name of political subdivision) will (increase or decrease) last year's budget by ..... percent; and

(d) The record vote of the governing body in passing such resolution or ordinance.

(5) Any resolution or ordinance setting a property tax request under this section shall be certified and forwarded to the county clerk on or before October 15 of the year for which the tax request is to apply.

DISCUSSION: 2026 Valuation for the Downtown Improvement District #2 (Ramp) increased over the 2025 valuation by $5,520,276 or 5.9%. The Downtown Improvement District #2 (Ramp) is not requesting an increase in Property Tax thereby decreasing the mill levy from 0.009711 to 0.009710. The Downtown Improvement District #2 (Ramp) Property Tax revenue request is $9,090. If the Downtown Improvement District #2 (Ramp) applied the 2026 mill levy to the new valuation of $99,122,359, it would result in a tax increase of $536.09 to $9,626.09.

FISCAL IMPACT: Property Tax revenue for the Downtown Improvement District #2 (Ramp) for FY2027 would be $9,090.

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 at hand.

RECOMMENDATION: Administration recommends approving the Downtown Improvement District #2 (Ramp) Property Tax request of $9,090 and set the mill levy at 0.009710.

SAMPLE MOTION: Move to approve the General Property Tax request for the Downtown Improvement District #2 (Ramp).

ATTACHMENTS:

2. Resolution

R E S O L U T I O N 2026-243

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the Governing Body of the City of Grand Island, Nebraska passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request.

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

1. The 2026-2027 Downtown Improvement District #2 (Ramp) property tax request be set at $9,090.00.

2. The total assessed value of property differs from last year's total assessed value by 5.9%.

3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be $0.009170 per $100 of assessed value.

4. The Downtown Improvement District #2 (Ramp) proposes to adopt a property tax request that will cause its tax rate to be $0.009170 per $100 of assessed value.

5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the Downtown Improvement District #2 (Ramp) will be the same as FY2026 (no increase).

6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 9, 2026

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 11.d.

Subject: #2026-244 - Approving FY2026-2027 Fee Schedule

Staff Contact: Patrick Brown

BACKGROUND: The fiscal year (FY)2026-2027 fee schedule is submitted to Council every year at budget time for consideration of fee charges.

DISCUSSION: The proposed FT2026-2027 fee schedule has several changes for last year's schedule. The changes are due to increasing costs to provide those services. The changes are highlighted in red in the attached list. There were two changes to the Fee Schedule from the Study Session held on August 18, 2026.

- Babyland under the Cemetery was decreased from $350 to $300.
- Install and Remove Street Banner Sign for $900.

FISCAL IMPACT: The fiscal impact would be de minimis to overall City revenues for FY2027.

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 at hand.

RECOMMENDATION: City Administration recommends that the City Council adopt the FY2026-2027 fee schedule.

SAMPLE MOTION: Move to approve the FY2026-2027 fee schedule.

ATTACHMENTS:

1. Resolution
2. FY2026-27 Fee Schedule

R E S O L U T I O N 2026-244

WHEREAS, the Fiscal Year (FY)2026-2027 budget process requires an update of the Fee Schedule for numerous services that the City provides; and

WHEREAS, the FY2026-2027 Fee Schedule rates are listed in Exhibit A; and

WHEREAS, the Fee Schedule rates are incorporated into the FY2026-2027 Budget revenue numbers; and

WHEREAS, the City Council will be adopting the FY2026-2027 Budget at the September 8, 2026 City Council meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the FY2026-2027 Fee Schedule be accepted and adopted.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

Fee Schedule for FY2026-27 Budget Year

	2025	2026	2027
Administration			
Board of Adjustment Prior to Construction	200.00	200.00	200.00
Board of Adjustment After Construction/No Building Permit	350.00	350.00	350.00
Board of Adjustment After Construction/Not Conform	500.00	500.00	500.00
Conditional Use Permit	1,000.00	1,000.00	1,000.00
Election Filing Fees - City Council	1% of salary	1% of salary	1% of salary
Election Filing Fees - Mayor	1% of salary	1% of salary	1% of salary
Haulers Permit (annual) Garbage	250.00	250.00	250.00
Haulers Permit (annual) Refuse	100.00	100.00	100.00
Pawnbroker License (annual)	110.00	110.00	110.00
Pawnbroker Occupational Tax (annual)	110.00	110.00	110.00
Blight Study Adoption	1,500.00	1,500.00	1,500.00
Redevelopment Plan Adoption/Amendment			
Under $500,000	1,500.00	1,500.00	1,500.00
$500,000 to $1,500,000	2,500.00	2,500.00	2,500.00
$1,500,001 to $3,000,000	4,000.00	4,000.00	4,000.00
$3,000,001 to $5,000,000	7,500.00	7,500.00	7,500.00
Over $5,000,000	10,000.00	10,000.00	10,000.00
Redevelopment Plan Amendment			
Register of Deeds Filing fee	10.00 first page 6.00 each add'l page	10.00 first page 6.00 each add'l page	10.00 first page 6.00 each add'l page
Liquor Licenses - Occupational Tax (annual)*			
Class A Retail beer, on sale*	200.00	200.00	200.00
Class B Retail beer, off sale*	200.00	200.00	200.00
Class C Retail liquor, on/off sale*	600.00	600.00	600.00
Class D Retail liquor/beer, off sale*	400.00	400.00	400.00
Class I Retail liquor, on sale*	500.00	500.00	500.00
Class L Brew Pub*	500.00	500.00	500.00
Class Z Micro Distiller LB-549*	500.00	500.00	500.00
Catering Fee	200.00	200.00	200.00
Liquor License - School Fees (annual)*	200.00	200.00	200.00
Class A Retail beer, on sale*	100.00	100.00	100.00
Class B Retail beer, off sale*	100.00	100.00	100.00
Class C Retail liquor, on/off sale*	300.00	300.00	300.00
Class D Retail Liquor, Off sale*	200.00	200.00	200.00
Class I Retail Liquor, on sale*	250.00	250.00	250.00
Advertising Fee*	10.00	10.00	10.00
Special Designated Liquor License*	80.00	80.00	80.00
Natural Gas Company Rate Filing Fee	500.00	500.00	500.00
Certified copy	1.50	1.50	1.50
Telecommunications Registration Fee (5 years)	500.00	500.00	500.00
Public Records Request-Contact the Department for a Quote Estimate	^	^	^
*Fees regulated by State of Nebraska - First year fees are prorated Quarterly			
^ Applicable fees per State law, updated annually by finance in accordance with current salary tables.			
ANIMAL CONTROL SERVICES			
Pet License Fee - Un-neutered/un-spayed	41.00	41.00	41.00
Pet License Fee - Neutered/Spayed	16.00	16.00	16.00
Licensed after January 31	add $10.00 to above fees	add $10.00 to above fees	add $10.00 to above fees
****$5.00 per license retained by registered veterinarian making sale**			
Pet License Replacement Fee	5.00	5.00	5.00
License Fees-late fee of $10.00 after Feb 1			
Legal Proceeding holding fee	20.00+tax per day	20.00+tax per day	20.00+tax per day
~~Deemed "Potentially Dangerous" fee~~ Annual Kennel Inspection Fee	100.00	100.00	100.00
BUILDING DEPARTMENT			
Building Permit Fee, Electrical Permit Fee, Gas Permit Fee, Plumbing Permit Fee, Sign Permit Fee: Based on Valuation			
Estimated Valuations:			
1.00 - 1,600.00	36.00	36.00	36.00
1,601.00 - 1,700.00	38.00	38.00	38.00
1,701.00 - 1,800.00	40.00	40.00	40.00
1,801.00 - 1,900.00	42.00	42.00	42.00
1,901.00 - 2,000.00	44.00	44.00	44.00
2,001 - 25,000 For each additional 1,000 or fraction, to and including 25,000	44.00 plus 7.60	44.00 plus 7.60	44.00 plus 7.60

Fee Schedule for FY2026-27 Budget Year

	2025	2026	2027
25,001 - 50,000 For each additional 1,000 or fraction, to and including 50,000	218.80 plus 5.30	218.80 plus 5.30	218.80 plus 5.30
50,001 - 100,000 For each additional 1,000 or fraction, to and including 100,000	351.30 plus 3.95	351.30 plus 3.95	351.30 plus 3.95
100,001 and up For each additional 1,000 or fraction	548.80 plus 3.45	548.80 plus 3.45	548.80 plus 3.45
Plan Review Fee, Commercial (percentage of building permit fee)	0.50	0.50	0.50
Plan Review Fee, Residential (percentage of building permit fee)	0.10	0.10	0.10
Inspections outside of normal business hours*	75.00	75.00	75.00
Reinspection Fee*	50.00	50.00	50.00
Inspection for which no fee is specifically indicated*	50.00	50.00	50.00
Additional plan review required by changes, additions or revisions to approve plans (minimum charge, one hour)*	100.00	100.00	100.00
*Or the hourly cost to the jurisdiction, whichever is greater. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved			
Contractor Registration - New and Renewal for Electrical, Mechanical, Plumbing, Sign, Soft Water, Mover and Wrecker	100.00	100.00	100.00
New Contractor Set up fee	100.00	100.00	100.00
Registration card - Electrical, Mechanical, Plumbing: Master or Journeyman	25.00	25.00	25.00
Registration card - Electrical: Master or Journeyman new or renewal after January 31, will be investigation fee + registration card fee	80.00	80.00	80.00
License: Mechanical, Plumbing, Soft Water - Master	50.00	50.00	50.00
License: Mechanical, Plumbing, Soft Water - Journeyman	25.00	25.00	25.00
License: Mechanical, Plumbing, Soft Water - Apprentice	0.00	0.00	0.00
Board of Appeals application: Building, Electrical, Mechanical, Plumbing	55.00	55.00	55.00
Board of Appeals - Review of Decision/Test Fees: Building, Electrical, Mechanical, Plumbing	55.00	55.00	55.00
Investigation Fee	55.00 or cost of permit	55.00 or cost of permit	55.00 or cost of permit
Mobile Home Park Registration (annual)			
Park with Facilities for 1 - 20 Mobile Homes	150.00	150.00	150.00
Park with Facilities for 21 - 50 Mobile Homes	200.00	200.00	200.00
Park with Facilities for 51 - 100 Mobile Homes	250.00	250.00	250.00
Park with Facilities for over 100 Mobile Homes	300.00	300.00	300.00
Mobile Sign Permit Fee for Special Event	100.00	100.00	100.00
Mobile Sign Permit Fee for 45 days	150.00	150.00	150.00
Temporary Buildings	100.00	100.00	100.00
Water Well Registration (Groundwater Control Area Only)	50.00	50.00	50.00
License Agreement	SEE PUBLIC	SEE PUBLIC	SEE PUBLIC
Denial of application for license agreement	WORKS	WORKS	WORKS
EMERGENCY MANAGEMENT			
Alarm Registration Fee (yearly)	140.00	140.00	140.00
Digital Alarm Monitoring Fee (yearly-registration fee included)	330.00	330.00	330.00
False Alarms (each)	135.00	135.00	135.00
Audio Tapes (per tape, includes search costs)	35.00	35.00	35.00
Video Alarm Monitor	2,000.00	2,000.00	2,000.00
Alarm Activity Report Fee	20.00	20.00	20.00
FINANCE DEPARTMENT FEES			
Returned Check Charge (All City Departments)	50.00	50.00	50.00
GITV DVD (per segment)	30.00	30.00	30.00
FIRE DEPARTMENT FEES			
Gas leak calls that originate from Northwestern Energy which are found not to be an interior leak and with no threat to life or property	200.00/hr	200.00/hr	200.00/hr
False Alarm fee for commercial alarm systems of more than three in 12 consecutive months	180.00	180.00	180.00
Site assessment fee open burn	220.00	220.00	220.00
Special display fireworks permit fee	220.00	220.00	220.00
Pyrotechnics fee	220.00	220.00	220.00
Environmental site assessment fee	45.00	45.00	45.00
Inspection callback fee for code violation requiring three or more visits	60.00	60.00	60.00
Nuisance Engine company run fee	200.00	200.00	200.00
Copy of Fire Report	10.00	10.00	10.00

Fee Schedule for FY2026-27 Budget Year

	2025	2026	2027
Open Burning Permits	10.00	10.00	10.00
SCBA bottle fill (nongovernmental agencies - safety team use)		12.00 per bottle	12.00 per bottle
Education Fees			
Fire Extinguisher Class	75.00 minimum (up to 5 students) + 10.00 for each additional student	75.00 minimum (up to 5 students) + 10.00 for each additional student	75.00 minimum (up to 5 students) + 10.00 for each additional student
CPR BLS Health Care Provider New (per 6 people, books not included) Books are 12.00 each	200.00	200.00	200.00
CPR Class Recertification (per 6 people, books are not included) Books are 12.00 each	150.00	150.00	150.00
HeartSaver AED (per 6 people, books not included) Books are 12.00 each	165.00	165.00	165.00
CPR for family/friends: All ages (per 6 people, books not included) Books are 7.50/5 books	95.00	95.00	95.00
HeartSaver CPR, AED and First Aid (per 6 people, books not included) Books are 13.95 each	300.00	300.00	300.00
Temporary Structures			
Tents over 200 sq ft	110.00	110.00	110.00
Canopies over 400 sq ft	110.00	110.00	110.00
Fire Safety Inspection Fees			
Major Event Life Safety Inspection Fee	125.00/event	125.00/event	125.00/event
State Fair Inspection Fee (included Mobile Food unit inspections)	1600.00/yr	1600.00/yr	2000.00/yr
Hall County Fair Inspection Fee	275.00/yr	275.00/yr	275.00/yr
~~Occupancy Use Permit Fee (once every three years)~~	~~fer to fire dept graduated sc~~	~~fer to fire dept graduated sc~~	~~fer to fire dept graduated sc~~
Liquor License Inspection			100.00
Residential Daycare Referral			50.00
Target Hazard (yearly - less than 1 hour)			100.00
Target Hazard (yearly 1 - 3 hours)			200.00
Target Hazard (yearly - 3 hours or more)			300.00
Non-Target Hazard (every 3 years and < 5,000 square feet)			100.00
Non-Target Hazard (every 3 years and between 5,001 and 11,999 sq. ft)			100.00
Non-Target Hazard (every 3 years and > 12,000 square feet)			200.00
Institutional Occupancy (every 2 years)			300.00
Educational Occupancy (every 2 years)			100.00
Commercial Building Fire Review Fee / % of Building Permit Fee	50%	50%	50%
For duplicate building plans submitted within one (1) year of the review of the original plans	20%	20%	20%
Alarm System Review	125.00	125.00	125.00
Sprinkler System Review	125.00/Riser +50.00/design area	125.00/Riser +50.00/design area	125.00/Riser +50.00/design area
Hood System Review	125.00	125.00	125.00
Suppression System (other)	125.00	125.00	125.00
Fireworks Permit	550.00	550.00	550.00
*Fees regulated by State of Nebraska			
Standby Fees			
Fire Engine//Rescue Company (3 employees + truck)	210.00/hr 2 hour minimum	210.00/hr 2 hour minimum	340.00/hr 2 hour minimum
Fire Safety Standby (one employee, no fire apparatus)	100.00/hr	100.00/hr	100.00/hr
Provide Emergency Services at planned event without Ambulance	100.00 per hour 2 hour minimum	100.00 per hour 2 hour minimum	120.00 per hour 2 hour minimum
Ambulance (2 employees + ambulance)	140.00 per hour 2 hour minimum	140.00 per hour 2 hour minimum	160.00 per hour 2 hour minimum
AMBULANCE DIVISION			
Basic Life Support, non-emergency transport, plus mileage (one way)	609.00	732.00	836.00
Basic Life Support emergency transport, plus mileage(one way)	974.00	974.00	974.00
Advanced Life Support 1, non-emergency transport plus mileage (one way)	731.00	913.00	1,044.00
Advanced Life Support Level 1 emergency transport, plus mileage (one way)	1,157.00	1,157.00	1,157.00
Advanced Life Support Level 2, emergency transport, plus mileage (one way)	1,674.00	1,674.00	1,674.00
Advanced Life Support emergency service, treatment given but no transport; plus supplies	400.00	400.00	400.00
Additional Attendant	250.00	250.00	250.00

Fee Schedule for FY2026-27 Budget Year

	2025	2026	2027
Specialty Care Transport	N/A	N/A	N/A
Mileage Fee, per patient mile	20.00	20.00	20.00
Lift Assist call to Care Facility	265.00	265.00	265.00
Transportation for Flight Crew from Airport to Hospital and Back	350.00 Per Round Trip	350.00 Per Round Trip	350.00 Per Round Trip
The Fire Chief is authorized to negotiate ambulance fees based on insurance agreements, medicare and medicaid maximum allowable charges or when its in the best interest of the City.			
Mayor and Council have established fees for certain medical supplies used for ambulance calls based on prices currently charged by Saint Francis Medical Center. The Fire Chief is authorized to adjust prices and add or delete products as necessary.			
PARAMEDIC SERVICE RATES			
Oxygen	59.00	59.00	59.00
O.B. Kits	20.00	20.00	20.00
Splints (air and/or hare traction)	26.00	26.00	26.00
Spinal Immobilization	95.00	95.00	95.00
Advanced Airway	150.00	150.00	150.00
IV1 (if single IV is started)	56.00	56.00	56.00
IV2 (multiple IV's started)	95.00	95.00	95.00
Bandages	15.00	15.00	15.00
Combo Pad	50.00	~~50.00~~	70.00
Resq Pod	N/A	N/A	N/A
Bone drill	125.00	125.00	125.00
SpCO Adhesive Sensor	80.00	80.00	80.00
Suction	15.00	15.00	15.00
LIBRARY			
Overdue charge on Library Materials ~~(per item per day)~~	FREE	FREE	FREE
Interlibrary loan per item (plus includes postage)	5.00	5.00	5.00
Photocopy/Computer Print (mono, 8 1/2"x11" or 14")	0.15	0.15	0.15
Photocopy/Computer Print (mono, 11"x17")	0.30	0.30	0.30
Photocopy/Computer Print (color, 8 1/2"x11")	0.75	0.75	0.75
Photocopy/Computer Print (color, 8 1/2"x14")	1.00	1.00	1.00
Photocopy/Computer Print (color, 11"x17")	1.50	1.50	1.50
Microform Reader-printer copy	0.50	0.50	0.50
Replacement Fee for Lost ID Card	1.00/card	1.00/card	1.00/card
Processing Fee for Lost Material	Replacement Cost	Replacement Cost	Replacement Cost
FAX Services			
Outgoing - Self service (Credit/Debit) - U.S.	1.00 per page	1.00 per page	1.00 per page
Non-Resident Annual Card Fee	40.00	40.00	40.00
Non Resident 3 Month Card Fee	10.00	10.00	10.00
Purchase of computer thumb drive	5.00	5.00	5.00
Purchase of computer headphones	1.00	1.00	1.00
Makerspace Non-Program Library Supplies			
3D filament, Laminating pouches, Buttons, sewing supplies, vinyl, wood, sublimation blanks, binding machine supplies, etc.	Available at market cost, prices will vary. Call the library at 385-5333 for current pricing.	Available at market cost, prices will vary. Call the library at 385-5333 for current pricing.	Available at market cost, prices will vary. Call the library at 385-5333 for current pricing.
Meeting Room Rental -Fee-based for-profit/commercial entities			
Meeting Room A	$20/hour	$20/hour	$20/hour
Digital Media Lab	$20/hour	$20/hour	$20/hour
Meeting Room C	$35/hour	$35/hour	$35/hour
Meeting Room B	$35/hour	$35/hour	$35/hour
Meeting Room BC	$60/hour	$60/hour	$60/hour
PARKS AND RECREATION DEPARTMENT			
CEMETERY DIVISION			
Open/Close Grave (per burial) **oversize vault	~~275.00~~	~~300.00~~	350.00
Urn Vault over 16" x 16"	~~75.00~~	80.00	80.00
Adult	~~1,100.00~~	~~1,150.00~~	1,200.00

Fee Schedule for FY2026-27 Budget Year

	2025	2026	2027
Child	~~450.00~~	500.00	500.00
Ashes	500.00	500.00	500.00
Columbarium	300.00	300.00	300.00
Saturday Open/Close (per burial)			
Adult	~~1,300.00~~	~~1,350.00~~	1,400.00
Child	~~600.00~~	650.00	650.00
Ashes	~~600.00~~	650.00	650.00
Columbarium	400.00	400.00	400.00
Burial Space			
One	~~1,100.00~~	~~1,150.00~~	1,200.00
Two	~~2,200.00~~	~~2,300.00~~	2,400.00
One-Half Lot (4 or 5 spaces)	~~4,400.00~~	~~4,600.00~~	4,800.00
Full Lot (8 or 10 spaces)	~~8,800.00~~	~~9,200.00~~	9,600.00
Babyland	300.00	300.00	300.00
Cremation Space - Section J	~~600.00~~	~~625.00~~	650.00
Transfer Deed (each new deed)	85.00	85.00	85.00
Columbarium 12x12 Niche - Single	~~850.00~~	~~900.00~~	950.00
Columbarium 12x12 Niche - Double	~~1,050.00~~	~~1,100.00~~	1,150.00
Columbarium Emblem Engraving	50.00	50.00	50.00
Private Columbarium Inurnment	85.00	85.00	85.00
Burial Space w/flat markers in Section J			
One	950.00	~~950.00~~	1,000.00
Two	1,900.00	~~1,900.00~~	2,000.00
One-half lot (4-5 spaces)	3,800.00	~~3,800.00~~	4,000.00
Full lot (8-10 spaces)	7,600.00	~~7,600.00~~	8,000.00
Cremation Space	600.00	~~600.00~~	650.00
Headstone Flagging Fee	50.00	50.00	50.00
Disinterment			
Adult	2,700.00	~~2,700.00~~	2,800.00
Child	900.00	900.00	900.00
Ashes	750.00	750.00	750.00
RECREATION DIVISION			
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions			
Volleyball Program			
Sports League/Tournaments - Per Team	125.00-800.00 per session	125.00-800.00 per session	125.00-800.00 per session
***Volleyball, Basketball and Flag Football program and tournament fees determined by the number of teams signed up to play.			
Playground & miscellaneous Programs & camps	5.00-150.00	5.00-150.00	5.00-150.00
Kinder camp & Playground Pals			
Authorized Provider Red Cross Courses	30.00 - 250.00	30.00 - 250.00	30.00 - 250.00
Lifeguard Training*			
Lifeguard Instructor Training*			
Water Safety Instructor Training*			
Lifeguard Refresher Course*			
Professional CPR Training*			
Professional CPR Recertification*			
*Plus any additional/increases assessed by the Red Cross			
Small Picnic Shelter (1/2 day)	35.00	35.00	37.00
Small Picnic Shelter (all day)	60.00	60.00	65.00
Large Picnic Shelter (1/2 day)	~~40.00~~	45.00	48.00
Large Picnic Shelter (all day)	~~70.00~~	80.00	85.00
~~Stolley Park Kitchen (1/2 day)~~			
~~Stolley Park Kitchen (all day)~~			
Ryder Legion Field (1/2 day)			45.00
Ryder Legion Field (all day)			80.00
Ryder Legion Field Use Orientation			50.00

Fee Schedule for FY2026-27 Budget Year

	2025	2026	2027
Athletic Field Rental 1/2 Day (per field)		35.00	35.00
Athletic Field Rental Full Day (per field)	62.00	62.00	62.00
Athletic Field Preparation (1 time) per field	62.00	62.00	70.00
Preparation for grass infield baseball field	78.00	78.00	85.00
Athletic Field Preparation Additional services per field	30.00 - 330.00	30.00 - 330.00	30.00 - 330.00
Green Space Reservation	30.00-400.00	30.00-400.00	30.00 - 400.00
Youth league per field per day	18.00	18.00	18.00
Adult/Select team league per field per day	42.00	42.00	42.00
Online reservation practice time per field	~~15.00/hour~~	5.00 to 25.00/hour	5.00 to 35.00/hour
Soccer Recreational League Field Setup Fee per field	130.00	130.00	130.00
Soccer Select and Adult League Field Setup Fee per field	210.00	210.00	210.00
Tournamens: Onsite Field Mainatenace Service (six game minimum)			30.00/game
AQUATICS			
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions			
Lincoln Pool			
Daily Fees - ~~ages 4 & under w/paying adult~~ ages 3 & under	Free	Free	Free
Daily Fees ~~- ages 5 to 15~~ ages 4 to 18	~~3.75~~	4.00	4.00
Daily Fees - ~~ages 16 to 54~~ ages 19 to 54	~~4.75~~	5.00	5.00
Daily Fees - ages 55 & Over	~~3.75~~	4.00	4.00
Lincoln Swimming Lessons per person/per session	~~42.00~~	45.00	45.00
Season Passes			
Ages 3 and under	Free	Free	Free
Youth ages 4 to 18	~~52.00~~	55.00	55.00
Adult ages 19 to 54	~~62.00~~	65.00	65.00
Senior age 55+	~~52.00~~	55.00	55.00
Family 1 (Up to 4 members, at least one member must be over 21)	~~110.00~~	115.00	115.00
Family 2 (Up to 6 members, at least one member must be over 21)	~~140.00~~	145.00	145.00
Additional family member over 6	~~27.00~~	30.00	30.00
Private Pool Rental	~~195/hr~~	210/hr	210/hr
WATER PARK			
Locker~~/Life Jacket Rental~~	~~2.00~~	3.00	3.00
~~Inner Tube Rental - Single~~			
~~Inner Tube Rental - Double~~			
Daily Fees			
Children 3 & under w/paying adult	Free	Free	Free
Youth ages 4 to 18	~~8.00~~	~~8.50~~	9.00
Adults ages 19-54	~~9.00~~	~~9.50~~	11.00
Seniors age 55 and over	~~8.00~~	~~8.50~~	9.00
Family One Day Pass (Family includes two adults and up to four children)	~~32.00~~	~~35.00~~	40.00
Off-Season: Children 3 & under w/paying adult			Free
Off-Season: Youth ages 4 to 18			6.00
Off-Season: Adults ages 19-54			8.00
Off-Season: Seniors age 55 and over			6.00
Off-Season: Family One Day Pass (Family includes two adults and up to four children)			28.00
River walking/Lap Swim	5.00	5.00	5.00
Shelter Rental per Hour			20.00
Season Passes			
Youth ages 4 to 18	~~100.00~~	105.00	110.00
Adults ages 19-54	~~110.00~~	115.00	121.00
Adults age 55 and over	~~100.00~~	105.00	110.00
Family 1 (Up to 4 members, at least one member must be over 21)	~~225.00~~	235.00	247.00
Family 2 (Up to 6 members, at least one member must be over 21)	~~275.00~~	285.00	300.00
Additional family member over 6	~~50.00~~	55.00	58.00
Replace Season Pass	10.00	10.00	10.00
Group Fees - Age Group			
10-29 people ~~5 to 15~~ 4-18	~~7.00~~	7.50	8.00

Fee Schedule for FY2026-27 Budget Year

	2025	2026	2027
10-29 people ~~16 to 54~~ 15-54	~~8.00~~	8.50	10.00
10-29 people 55 and over	~~7.00~~	7.50	8.00
30-59 people ~~5 to 15~~ 4-18	~~6.75~~	7.25	7.50
30-59 people ~~16 to 54~~ 15-54	~~8.00~~	8.50	9.50
30-59 people 55 and over	~~6.75~~	7.25	7.50
60+ people ~~5 to 15~~ 4-18	~~6.50~~	7.00	7.00
60+ people ~~16 to 54~~ 15-54	~~7.50~~	8.00	9.00
60+ people 55 and over	~~6.50~~	7.00	7.00
Consignment Program - Island Oasis			
Age 4-18	~~5.75~~	6.25	6.50
Age 19-54	~~6.75~~	7.25	8.50
55 - Over	~~5.75~~	6.25	6.50
Family	~~25.00~~	28.00	30.00
Pool Rental	~~1,200.00 for 2 hr~~	1,400.00 for 2 hr	1,500.00 for 2 hr
All day facility rental 12:00 - 9:00 pm	15,000.00	15,000.00	15,000.00
Swimming Lessons	~~42.00 per session~~	45.00 per session	45.00 per session
Souvenir Stand items	2.00-20.00	2.00-20.00	2.00-20.00
Concession Stand Items	1.00-15.00	1.00-15.00	1.00-15.00
GOLF COURSE			
Landscapes Golf Management shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions.			
Weekday Golfing			
Juniors 16-18/Seniors 55 and older (weekdays & after 1:00 on weekends)			
9 holes - Seniors 55 and older	18.60	22.33	23.26
18 holes - Seniors 55 and older	26.05	29.30	30.47
9 holes - Seniors 55 and older (Weekend & Holidays)	21.40	25.12	26.05
18 holes - Seniors 55 and older (Weekend & Holidays)	28.84	32.56	33.95
9 holes	21.40	24.19	25.12
Additional 9 holes (after 18 holes)	13.00	12.56	13.02
18 holes	29.77	33.49	34.88
~~Junior Golf-9 holes~~			
~~Junior Golf-18 holes~~			
9 holes weekend/holidays	25.12	27.91	29.07
18 holes weekend/holidays	34.42	38.60	40.23
Ages 6-15 ~~10-15~~ with a paying adult	13.02	14.88	14.88
~~Ages 6-9 with a paying adult~~			
~~Under age 6 with a paying adult~~			
~~9 Hole Twilight Rate w/cart~~			
~~**Passes (annual) Purchased from December 1 through January 31**~~			
~~Adult Seven Day~~	~~744.19~~		
~~Additional Family Member~~	~~348.84~~		
~~Family Pass~~	~~1023.26~~		
~~Young Executive 7-Day (35 & Under)~~	~~604.65~~		
~~Adult Five Day Pass (Mon-Fri only)~~	~~558.14~~		
~~Junior/Student 7 day pass includes full time college students~~	~~348.84~~		
~~Senior 5 Day Pass (55 & Older)~~	~~441.86~~		
~~Senior 7 Day Pass (55 & Older)~~	~~511.63~~		
~~Senior Additional Family Member (55 & Older)~~	~~348.83~~		
~~Golf Cart Pass, per rider 5-Day (Mon-Fri, No Holidays)~~	~~558.14~~		
~~Golf Cart Pass, per rider 7-Day~~	~~697.67~~		
~~Additional Family Member Cart 5-Day~~	~~255.81~~		
Passes (annual) ~~**Purchased from February 1 through June 30**~~			
Adult Seven Day	~~790.70~~	836.28	869.77
Additional Family Member	~~348.84~~	348.84	371.16
Family Pass	~~1116.28~~	1208.37	1255.81
Young Executive 7-Day (35 & Under)	~~651.16~~	715.35	743.26

Fee Schedule for FY2026-27 Budget Year

	2025	2026	2027
Adult Five Day Pass (Mon-Fri only, excludes Holidays)	~~590.70~~	N/A	N/A
Junior/Student 7 day pass includes full time college students	~~390.70~~	594.42	618.14
Senior 5-Day Pass (55 & Older)	~~488.37~~	529.30	548.84
Senior 7 Day Pass (55 & Older)	~~558.14~~	640.93	665.12
Senior Additional Family Member (55 & Older)	~~348.83~~	371.16	386.05
Golf Car Pass, per rider 5-Day (Mon-Fri, No Holidays)		627.91	650.23
Golf Cart Pass, per rider 7-Day	~~697.67~~	789.77	818.60
Additional Family Member Cart Pass 5-Day	~~255.81~~	278.14	288.37
Additional Family Member Cart 7-Day		324.65	334.88
Daily Access Fee (included in daily green fee)(collected from each player per round played by an individual possessing a season pass)	~~3.72~~	3.72	4.65
~~**Passes (annual) Purchased from July 1 through November 30**~~			
~~Adult Seven Day~~			
~~Additional Family Member~~			
~~Family Pass~~			
~~Adult Five Day Pass (Mon-Fri only)~~			
~~Junior/Student 7 day pass includes full time college students~~			
~~Senior 7 Day Pass (55 & Older)~~			
~~Golf Cart Pass, per rider 5-Day~~	~~302.33~~	~~302.33~~	~~302.33~~
~~Golf Cart Pass, per rider 7-Day~~	~~372.09~~	~~372.09~~	~~372.09~~
~~Daily Access Fee (included in daily green fee)(collected from each player per round played by an individual possessing a season pass)~~	~~3.72~~	~~3.72~~	~~3.72~~
Range			
Adult Annual Range Pass*	200.00	223.26	278.14
Family Range Pass (In Household)	297.67	325.58	371.16
Youth Range Pass (18 & Under)	139.53	139.53	139.53
Large Bucket		12.09	12.09
Small Bucket		6.51	6.51
~~*Discount for Season Passholder~~			
Cart Rental			
9 holes, **per** rider	13.95	14.88	15.35
18 holes, **per** rider	20.47	21.86	22.33
Golf Cart Punch Cards - 9 holes (increase punches from 17 to 20) 2022 Only Expires 12/31/2022	223.26	260.47	269.77
Golf Cart Punch Cards - 18 holes (increase punches from 17 to 20) 2022 Only Expires 12/31/2022	312.56	396.28	400.00
Ages 15 and under with paying adult			
Golf Outings*			
Outing Weekday Fee - Includes Golf & Cart	42.00	50.75	52.80
Outing Weekend Fee - Includes Golf & Cart	46.00	53.20	57.21
*Discounts may be offered for non-peak hours or group size			
Stolley Park Train			
Individual Rates			
Ages 3 and under w/paying adult	Free	Free	Free
Single rider (4 and over)	~~4.00~~	4.50	5.00
10 Ride Punch Card	~~27.50~~	30.00	33.00
25 Ride Punch Card	~~68.00~~	70.00	75.00
50 Ride Punch Card	~~110.00~~	112.00	120.00
Unlimited rides	200/hr	200/hr	225/hr
Special Events		5.00	5.00 - 15.00
Community Fieldhouse			
Admission & Rental Prices			
Drop In:			
Children under 2	Free	Free	Free
Children (2-4)	~~3.50~~	3.75	3.75
Youth (5-15)	~~6.00~~	6.25	6.25
Seniors (55 & older)	~~6.50~~	6.75	6.75
Adults (16-54)	~~7.00~~	7.25	7.25
Student Pass Discount (Ages 16 and over w/student ID)	~~6.25~~	6.50	6.50
Rental (Hourly)			
Full Turf Field (Primary hours)	~~130.75~~	143.75	143.75
Full Turf Field (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00 - 12:00	~~98.50~~	108.25	108.25
Full Turf Field Tournament (6 hour minimum)	~~85.25~~	93.75	93.75

Fee Schedule for FY2026-27 Budget Year

	2025	2026	2027
Half Turf Field (Primary hours)	~~74.50~~	82.00	82.00
Half Turf Field Tournament (6 hour minimum)	~~48.50~~	53.25	53.25
Half Turf Field (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00	~~54.50~~	60.00	60.00
Basketball Court (Primary hours)	~~34.75~~	38.25	38.25
Basketball Court (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00	~~25.25~~	27.75	27.75
Basketball Court Tournament (6 hour minimum)	~~21.75~~	24.00	24.00
Volleyball Court (Primary hours)	~~24.00~~	26.50	26.50
Volleyball Court (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00	~~18.75~~	20.50	20.50
Volleyball Court Tournament (6 hour minimum)	~~16.50~~	18.00	18.00
Batting Cage Rental			
Hour	~~29.50~~	32.50	32.50
League Fees:			
Per Individual Leagues	20-200	20-200	20-200
Per Team Leagues	110.00-800.00	110.00-800.00	110.00-800.00
Small meeting room	22.50	22.50	22.50
Kitchen/large room	38.00	38.00	38.00
Birthday Party pkg #1: Half field rental/room rental, up to 20 children ($3.00 per additional child)	84.00-350.00	84.00-350.00	84.00-350.00
Bouncer rental	~~29.00~~	30.00	30.00
Facility rental (before or after hours)	~~200.00~~	210.00	210.00
Overnight Lock in Package	725.00	725.00	725.00
Clinics/camps/tournaments	15.00-700.00	15.00-700.00	15.00-700.00
Season Passes for Fieldhouse (October thru April)			
Toddler Pass (ages 2-4)	~~56.25~~	62.00	62.00
Youth Pass (5-15)	~~93.50~~	102.75	102.75
Student Pass (Ages 16 and over w/student ID)	~~100.00~~	110.00	121.00
Adult Pass (16-54)	~~125.00~~	137.50	151.25
Senior (55+)	~~112.50~~	123.75	136.13
Season Passes for Fieldhouse (January thru April)			
Toddler Pass (ages 2-4)	~~34.25~~	37.75	37.75
Youth Pass (ages 5-15)	~~52.00~~	57.25	57.25
Student Pass (ages 16 and over w/student ID)	~~57.25~~	63.00	63.00
Adult Pass (ages 16-54)	~~75.00~~	82.50	90.75
Senior (55+)	~~67.75~~	74.50	74.50
10 Visit Punch Card			
Toddler (age 2-4) with supervising adult	Free	Free	Free
Youth (age 5-15)	~~45.75~~	50.25	50.25
Student (ages 16 and over w/student ID)	~~46.75~~	51.50	51.50
Adult (ages 16-54)	~~54.00~~	59.50	59.50
Senior (age 55+)	~~50.00~~	55.00	60.50
PLANNING			
Zoning			
Zoning Map Amendment: Grand Island	1000.00	~~1000.00~~	1100.00
Ordinance Amendment	1000.00	~~1000.00~~	1100.00
CD, RD, TD Rezoning, Grand Island	1000.00	~~1000.00~~	1100.00
Subdivisions			
Preliminary Plat	450.00 plus 20.00/lot	~~450.00 plus 20.00/lot~~	500.00 plus 20.00/lot
Final Plat - Administrative Approval			
Grand Island	70.00	70.00	70.00
Final Plat			
Grand Island Jurisdiction	490.00 plus 10.00/lot	~~490.00 plus 10.00/lot~~	550 plus 10.00/lot
Vacation of Plat	350.00	350.00	350.00
Comprehensive Plan			
Map Amendment	1000.00	~~1000.00~~	1100.00
Text Amendment	1000.00	~~1000.00~~	1100.00
Grand Island			
800 Scale Zoning Map Unassembled	200.00	200.00	200.00
Generalized Zoning Map	100.00	100.00	100.00
Future Land Use Map	100.00	100.00	100.00
Grand Island Street Map	25.00	25.00	25.00

Fee Schedule for FY2026-27 Budget Year

	2025	2026	2027
Hall County			
Zoning Map Generalized	100.00	100.00	100.00
Zoning Map 2" = 1 mile	150.00	150.00	150.00
Road Map	25.00	25.00	25.00
Wood River, Cairo, Doniphan, Alda			
Basemap	25.00	25.00	25.00
Zoning Map	100.00	100.00	100.00
Other Maps			
School District Maps	100.00	100.00	100.00
Election District Maps	100.00	100.00	100.00
Fire District Maps	100.00	100.00	100.00
Custom Printed Maps	25.00/sq ft	25.00/sq ft	25.00/sq ft
Electronic Publications			
Custom PDF Map	40.00/ 1/2 hr	40.00/ 1/2 hr	40.00/ 1/2 hr
Research & Documentation Fee	225.00/hr Minimum 2 hr	225.00/hr Minimum 2 hr	225.00/hr Minimum 2 hr
Flood Plain			
Review and Submission of LOMR	70.00	70.00	70.00
PACE Funding Level and Fees ($250,000 minimum, no maximum)			
Application Fee	1,000.00	1,000.00	1,000.00
Administrative Fee	1% of loan not to exceed $40,000	1% of loan not to exceed $40,000	1% of loan not to exceed $40,000
Annual Fee	1,000.00	1,000.00	1,000.00
POLICE DEPARTMENT			
Copy of Public Record Reports/Walk in	$10.00 per report up to 10 pages, then $1 each add'l 5 pages in 5 page increments	$10.00 per report up to 10 pages, then $1 each add'l 5 pages in 5 page increments	$10.00 per report up to 10 pages, then $1 each add'l 5 pages in 5 page increments
Copy of ~~Public~~ Police Record Reports Mail/Fax/Email	$10.00 per report up to 10 pages, then $1 each add'l 5 pages in 5 page increments	$10.00 per report up to 10 pages, then $1 each add'l 5 pages in 5 page increments	$10.00 per report up to 10 pages, then $1 each add'l 5 pages in 5 page increments
Firearms Permit	5.00	5.00	5.00
Towing Fee - Day	Actual Cost	Actual Cost	Actual Cost
Towing Fee - Night	Actual Cost	Actual Cost	Actual Cost
Impoundment Fee for TOWED Vehicle	~~35.00~~	~~40.00~~	45.00
Storage Fee for Impounded Vehicle (per day)	~~12.00~~	15.00	15.00
Alcohol Test for DUI (each time)	150.00	150.00	150.00
Solicitor's Permit (30 day permit)	30.00	30.00	30.00
Solicitor's Permit - Application Fee (Nonrefundable)	30.00	30.00	30.00
Street Vendor's Permit - Application Fee (Nonrefundable)	30.00	30.00	30.00
Street Vendor's Permit - 30 days	30.00	30.00	30.00
Street Vendor's Permit - 90 days	75.00	75.00	75.00
Street Vendor's Permit - 365 days	250.00	250.00	250.00
Traffic Control Request for House/Building Move within City Limits of Grand Island	Overtime Retail Rate for each Officer involved, 2 hr minimum	Overtime Retail Rate for each Officer involved, 2 hr minimum	Overtime Retail Rate for each Officer involved, 2 hr minimum

Fee Schedule for FY2026-27 Budget Year

	2025	2026	2027
Parking Ramp Permit Fees:			
Lower Level: "Reserved Monthly"	30.00/month	30.00/month	30.00/month
Middle & Upper levels: "Reserved Monthly"	Free	Free	Free
Downtown Metered Parking	20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes
Additional 60 minutes or fraction thereof	20.00	20.00	20.00
Downtown Express Zone Parking	25.00 per 21 to 40 minutes	25.00 per 21 to 40 minutes	25.00 per 21 to 40 minutes
Additional 20 minutes or fraction thereof	25.00	25.00	25.00
Police Issued Parking Tickets (tickets issued away from downtown)	25.00	25.00	25.00
Vehicle Auction Bid Fee (per event)	~~15.00~~	20.00	20.00
Photographs-Video/E-mail	15.00	15.00	15.00
Photographs-Video/CD	20.00	20.00	20.00
PUBLIC WORKS DEPARTMENT			
ENGINEERING			
Cut and/or Opening Permit	~~25.00~~	30.00	30.00
Sidewalk and/or Driveway permit	~~25.00~~	30.00	30.00
Sewer Tap/Cap Permit	70.00	70.00	70.00
GIS CD Aerial photos on CD or DVD	55.00	55.00	55.00
s.f. Mylar Sepia	2.50	2.50	2.50
Traffic Count Map	12.00	12.00	12.00
Aerial Photos - $/sq ft Individuals, businesses and consultants working for profit	3.75	3.75	3.75
Aerial Photos - $/sq ft City Depts, Hall County Depts, other non-profit organizations	0.75	0.75	0.75
Directory Map	Planning Sells	Planning Sells	Planning Sells
Quarter Section or any part thereof	10.00	10.00	10.00
Photo Mosaic (dependent upon number of sections) Minimum of two (2)	20.00	20.00	20.00
License Agreement Application (Non-refundable)	~~185.00~~	190.00	190.00
License Agreement Appeal (Non-refundable)	~~105.00~~	110.00	110.00
License Agreement - commencement of work prior to agreement execution			125.00
Sanitary Sewer Connection Application Fee		~~185.00~~	190.00
Sanitary Sewer Engineering Plan Review - % of project cost	1.00	1.00	1.00
Storm Sewer Engineering Plan Review (if no paving in project) - % of project cost	1.00	1.00	1.00
Paving Plan Review Fee - % of project cost	0.50	0.50	0.50
Stormwater Acknowledgement/Plan Review		50.00	50.00
Large copy prints (minimum $3.00 charge) - $/sq ft	1.00	1.00	1.00
Application for vacation of Right-of-Way or Easement (Non-refundable)	~~185.00~~	190.00	190.00
Investigation Fee (per Section 30-28 & 32-52 of City Code)	~~100.00~~	125.00	125.00
Failure to Schedule Inspection (Initial / Final)			50.00
Urgent Inspection Request (less than 12 business hours notice)			50.00
Paper Invoice Fee			5.00
Late Charge (payment not received within 30 days)	35.00	35.00	35.00
Right of Way/Easement Utility Permit	Actual Filing Fees	Actual Filing Fees	Actual Filing Fees
Right-of-Way/Easement Utility Permit- commencement of work prior to permit issuance			125.00
TRANSIT DIVISION - NEW			
One-Way Trip (collected by Crane CRANE contractor, may be reduced for special promotions)	2.00	2.00	2.00
STREETS DIVISION			
Pavement cut (sawed), whether bituminous or concrete - $/lf	~~7.00~~	~~9.00~~	10.00
Pavement cut (sawed), whether bituminous or concrete - $/callout	50.00	50.00	50.00
Curb section milling for driveways - $/lf	~~10.00~~	12.00	12.00
Curb section milling for driveways - $/Callout	50.00	50.00	50.00

Fee Schedule for FY2026-27 Budget Year

	2025	2026	2027
Block party closure (waived for "National Night Out") - $/day/event	~~100.00~~	125.00	125.00
Public Event Closure - $/day/event	~~125.00~~	150.00	150.00
Street Closure without permit			275.00
Use of Public Right-of-Way ~~Rolloff/Shipping Container Placement in Public Right-of-Way -~~ $/week or any part thereof	30.00	~~30.00~~	35.00
Storm Sewer Cleaning - $/hr	~~300.00~~	~~325.00~~	350.00
STORMWATER Monthly Fee (bill based on water accounts)- Effective 4/1/2018			
Residential- $/month	1.00	1.00	1.00
Commerical- $/month	5.00	5.00	5.00
Industrial- $/month	10.00	10.00	10.00
WASTEWATER TREATMENT (as Approved by Ordinance)			
SEWER SERVICE CHARGE- $/month			
All Customers	~~8.73~~	~~9.26~~	9.81
VOLUME CHARGE - $/Ccf			
Customers using City's Collection System - Inside City	~~4.36~~	~~4.62~~	4.90
Customers using City's Collection System - Outside City (120% of above rate)	~~5.23~~	~~5.54~~	5.87
Low-Strength Industrial Customer using City's Collection System	~~3.32~~	~~3.52~~	3.73
Customers Discharging Directly into City's Treatment Plant	~~1.33~~	~~1.40~~	1.49
VOLUME CHARGE, OTHER			
Customers without metered City water - $/month	~~37.10~~	~~39.30~~	41.69
Commercial/Industrial Customers without metered City water- $/Ccf (of sewawge flow)	~~4.36~~	~~4.62~~	4.90
EXCESS STRENGTH SURCHARGE- $/lb			
BOD over 250 mg/l	~~0.3443~~	~~0.3649~~	0.3868
Suspended Solids over 250 mg/l	~~0.2308~~	~~0.2446~~	0.2593
Oil & Grease over 100 mg/l	~~0.2220~~	~~0.2353~~	0.2494
Total Nitrogen over 25 mg/l	~~1.0047~~	~~1.0649~~	1.1288
LOW-STRENGTH INDUSTRIAL FOUR-PART CHARGE- $/lb			
BOD over 0 mg/l	~~0.3443~~	~~0.3649~~	0.3868
Suspended Solids over 0 mg/l	~~0.2308~~	~~0.2446~~	0.2593
Oil & Grease over 0 mg/l	~~0.2220~~	~~0.2353~~	0.2494
Total Nitrogen over 0 mg/l	~~1.0047~~	~~1.0649~~	1.1288
SEPTIC TANK & SUMP CHARGES			
Septic Tank Sludge (minimum fee) - $	~~8.90~~	~~9.44~~	10.00
Septic Tank Sludge - $/100 gal	~~7.84~~	~~8.31~~	8.81
Excess-Strength Septic Sludge - $/1,000 gal	~~445.20~~	~~472.00~~	500.32
Sump/Pit Sludge - $/gal	~~0.24~~	~~0.26~~	0.27
Bulk Volume Rate - Inside City- $/gal	~~0.066~~	~~0.070~~	0.074
Bulk Volume Rate - Outside City- $/gal	~~0.078~~	~~0.083~~	0.088
New Septic Wastewater Haulers/Customers Deposit - $ *deposit returned after 24-months of on-time septic bill payments	500.00	500.00	500.00
LABORATORY ANALYSIS - $/sample			
Sample Collection Fee	47.17	47.17	47.17
BOD	46.38	46.38	46.38
CBOD	46.38	46.38	46.38
Chloride	17.49	17.49	17.49
Conductivity	10.60	10.60	10.60
Nitrogen, Ammonia	13.78	13.78	13.78
Nitrogen, TKN	29.95	29.95	29.95
Oil and Grease	87.45	87.45	87.45
pH	11.4	11.40	11.40
Total Suspended Solids	28.89	28.89	28.89
Alkalinity	14.58	14.58	14.58
Chlorine, Free	14.58	14.58	14.58
COD	65.46	65.46	65.46
Nitrogen, Nitrate	29.15	29.15	29.15
Phosphorus, Total	29.15	29.15	29.15
Microscopic Review of Materials for Image Capture	30.21	30.21	30.21

Fee Schedule for FY2026-27 Budget Year

	2025	2026	2027
SEWER INSPECTION, CLEANING, & CONNECTION CHARGE			
TV Inspection of Sanitary Sewer - $/ft, **(minimum $100.00 charge)**	2.00	~~2.00~~	2.25
-Televising Equipment - $/hr	210.00	210.00	210.00
-Sanitary Sewer Collection Crew (2 employees) - $/hr	90.00	90.00	90.00
Sewer Cleaning - $/hr	275.00	275.00	275.00
Unauthorized connections/re-connections - $	400.00	400.00	400.00
Sewer Tap Permit (See Engineering fees)	Refer to Engineering Fees	Refer to Engineering Fees	Refer to Engineering Fees
Dye Test	50.00	50.00	50.00
EXCESSIVE POLLUTANT PENALTY			
If a person or business discharges any pollutants in excess of the amounts permitted by the discharge permit, a penalty for each ~~of $1,200.00 / day of~~ violation shall be imposed on the violator.	1,200.00	1,200.00	1,200.00
SOLID WASTE			
Minimum Charge (Landfill) ~~(up to 560 pounds)~~	10.00	10.00	10.00
Minimum Charge (Transfer Station) ~~(up to 400 pounds)~~	10.00	10.00	10.00
Passenger tire - $/tire	6.00	6.00	6.00
Passenger tire on rim - $/tire	19.00	19.00	19.00
Truck tire - $/tire	13.00	13.00	13.00
Truck tire on rim - $/tire	30.00	30.00	30.00
Implement tire - $/tire	30.00	30.00	30.00
Implement tire on rim - $/tire	60.00	60.00	60.00
Special Waste (as designated by Superintendent)*** Fee set by Superintendent based on product received**	Double the applicable rate	Double the applicable rate	Double the applicable rate
Drive Off Fees	30.00	30.00	30.00
Appliances	13.00	13.00	13.00
Special Event	Actual Costs	Actual Costs	Actual Costs
Solid Waste Charge Customers Deposit	250.00	250.00	250.00
LANDFILL SITE			
Asbestos, contaminated soils and other wastes requiring special handling may require Nebraska Department of Environmental Quality pre-approval and notification to landfill.			
General Refuse, solid waste (Residential Packer Truck) - $/ton	~~34.18~~	~~36.75~~	38.29
General Refuse, solid waste ~~+~~ and demolition material (Commercial/Rolloffs) - $/ton	~~38.79~~	~~41.55~~	43.30
Contaminated Soil - $/ton	~~18.65~~	~~19.43~~	20.25
Street Sweepings - $/ton	~~4.98~~	~~6.32~~	6.59
Liquid waste - sludge	not accepted	not accepted	not accepted
Asbestos - $/ton (1 ton minimum)	~~105.64~~	~~111.21~~	115.88
Tails & by-products - $/ton	~~42.75~~	~~45.68~~	47.60
Automotive Fluff - $/ton	~~23.28~~	~~24.26~~	25.28
Late load fee - $/load	30.00	30.00	30.00
Set pricing for special projects with the approval of the Public Works Director and City Administrator			
TRANSFER STATION			
General Refuse, solid waste (Residential Packer Truck - $/ton	~~42.78~~	~~45.71~~	47.63
General refuse, solid waste and demolition materials (Commercial/roll-offs and small vehicles) - $/ton	~~53.16~~	~~56.53~~	58.90
COMPOST SITE			
All materials received at the compost site shall be clean of trash and debris. Plastic bags shall be removed by the hauler			
Grand Island Primary Residential Dwellings - clean grass, leaves or other compostable yard and garden waste, tree limbs/branches	No Charge	No Charge	No Charge
Commercial Hauler Yard Waste - clean grass, leaves or other Compostable yard and garden waste - $/ton	~~44.34~~	~~47.34~~	49.33
Commercial Hauler - tree limbs/branches - $/ton	~~44.34~~	~~47.34~~	49.33
~~Compost - $/cy~~	~~0.00~~	~~0.00~~	~~0.00~~
Wood chips/mulch - $/cy	3.00	3.00	3.00

Fee Schedule for FY2026-27 Budget Year

	2025	2026	2027
UTILITY SERVICE FEES			
Install and Remove Street Banner Signs			900.00
Electric City Dividend Rate	0.05	0.05	0.05
Water City Dividend Rate	0.02	0.02	0.02
Late Charge (payment not received prior to next billing)	3% of total past due amount	3% of total past due amount	3% of total past due amount
Return Check Charge	50.00	50.00	50.00
All Hours Turn On Fee - Electric (does not pertain to new connections / transfer of service / After Hours Three-Phase)	50.00	50.00	50.00
After Hours Three-Phase Turn On Fee - Electric (does not pertain to new connections / transfer of service)			375.00
Business hours turn on charge for water (does not pertain to new connections/transfer of service)	50.00	50.00	50.00
After Hours Turn On Fee - Water (does not pertain to new connections/transfer of service)	375.00	375.00	375.00
Disconnect fee (electric and water for any reason)	50.00	50.00	50.00
Backflow Processing Fee			
Temporary Commercial Electric Service	195.00	~~215.00~~	235.00
Service Charge (new connections, transfer service)	20.00	20.00	20.00
Fire Sprinkler System Connection Fee	135.00/yr	135.00/yr	135.00/yr
Fire Hydrant Inspection Fee - per hydrant	135.00/yr	135.00/yr	135.00/yr
Temporary Water Meter on Fire Hydrant	135.00/yr	~~135.00/yr~~	160.00/yr
Locate Stop Box	50.00	50.00	50.00
Pole Attachment Fee	~~15.00/yr~~	16.00/yr	16.00/yr
Small Cell Attachment Fee - Per Contract	Same as the Pole Attachment Fee for all installations not under a pre-existing Contract as of 10/1/2022	Same as the Pole Attachment Fee for all installations not under a pre-existing Contract as of 10/1/2022	Same as the Pole Attachment Fee for all installations not under a pre-existing Contract as of 10/1/2022
Capacitor Inspection Fee - per capacitor		150.00	150.00
Unauthorized connections/re-connections, meter tampering	375.00	375.00	375.00
Engineering Plan Review	1% Project Cost	1% Project Cost	1% Project Cost
Water Main Taps - 2" or less	135.00	~~135.00~~	160.00
Chlorination Charge	~~0.44/LF~~	0.47/LF	0.47/LF
Valve Operation for Flushing/Testing Water Services Larger than 2" not Requiring Sampling	400.00	400.00	400.00
Valve Operation /Flushing/Testing Water Piping Requiring Sampling	550.00/Sample Set	550.00/Sample Set	550.00/Sample Set
Fire Flow Test	225.00/per location	225.00/per location	225.00/per location
Joint Trench Fee	$2.40/LF	$2.40/LF	$2.40/LF
5/8" Water Meter	~~173.00/each~~	223.00/each	223.00/each
3/4" Water Meter	~~192.00/each~~	240.00/each	240.00/each
1" Water Meter	~~272.00/each~~	312.00/each	312.00/each
1 1/2" Water Meter	~~755.00/each~~	~~757.00/each~~	1,047.00/each
2" Water Meter	1,178.00/each	~~1,178.00/each~~	1,211.00/each
3" Water Meter	1,644.00/each	~~1,644.00/each~~	2,344.00/each
4" Water Meter	3,199.00/each	~~3,199.00/each~~	3,673.00/each
Water Meter Flange Kit	40.00/each	40.00/each	40.00/each
Water Main Tap 4" Tap	~~640.00~~	~~660.00~~	690.00
Water Main Tap 6" Tap	~~670.00~~	~~690.00~~	720.00
Water Main Tap 8" Tap	~~700.00~~	~~720.00~~	750.00
Water Main Tap 10" Tap	~~730.00~~	~~750.00~~	780.00
Water Main Tap 12" Tap	~~1040.00~~	~~1080.00~~	1120.00
Water Main Tap 14" Tap	~~1070.00~~	~~1110.00~~	1150.00
Water Main Tap 16" Tap	~~1100.00~~	~~1140.00~~	1180.00
Water Main Tap 18" Tap	~~1130.00~~	~~1170.00~~	1210.00
Water Main Tap 20" Tap	~~1160.00~~	~~1200.00~~	1240.00
Curb Stop (Off)	50.00	50.00	50.00
Curb Stop (On) - Business Hours	50.00	50.00	50.00
Curb Stop (On) - Non-Business Hours	375.00	375.00	375.00
Hydro-Excavate Curb/Valve Box			250.00
Hydro-Excavate Curb/Valve Box (after-hours)			375.00
Line Valve Operation (On & Off) - Planned	~~300.00~~	320.00	320.00
Private Line Valve Operation (Off) - To Isolate a Break	~~150.00~~	160.00	160.00
Private Line Valve Operation (On) - Turn on after Break Fixed	~~150.00~~	160.00	160.00
Private Line Valve Operation (Off) - Service Disconnect	50.00	50.00	50.00

Fee Schedule for FY2026-27 Budget Year			
	2025	2026	2027
Private Line Valve Operation (On) - Service Reconnect (Business Hours)	50.00	50.00	50.00
Private Line Valve Operation (On) - Service Reconnect (Non-Business Hours)	375.00	375.00	375.00
4" Line Stop	~~700.00~~	~~720.00~~	750.00
6" Line Stop	~~760.00~~	~~780.00~~	810.00
8" Line Stop	~~820.00~~	~~840.00~~	870.00
10" Line Stop	~~880.00~~	~~900.00~~	930.00
12" Line Stop	~~1220.00~~	~~1260.00~~	1300.00

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 11.e.

Subject: Approval of a Good Life District Agreement with Woodsonia GI GLD, LLC

Staff Contact: Patrick Brown

BACKGROUND: Following the City Council meeting on August 11, City Staff quickly scheduled in-person meetings with representatives of Woodsonia to negotiate towards resolution of a Good Life District Agreement. Unfortunately we were unable to meet the August 25th City Council meeting for the Good Life District Agreement.

DISCUSSION: City staff, Mike Rogers, attorney for Gilmore Bell, Mayor Roger G Steele, and Council O'Neill met with Woodsonia (Mitch Hohlen, Drew Snyder) and their legal representative Kent Seacrest a number times in person to work on the Good Life District. Much progress was made but not in time for the August 25th City Council meeting as that was our target date. However, both parties have come to an agreement on the Good Life District agreement and now is being presented to City Council for their review. The major points of the Good Life District agreement are the "operative events." They are as follows.

1. Land Sale Contract (Resolution 2026-206 passed on July 28, counteroffer provided on August 6, and acceptance of the offer to buy real estate on August 19) - in process
2. Occupation Tax Ordinance (Resolved by Ordinance 10,084) - completed
3. Redevelopment/TIF Financing Agreement - in process
4. Availability of Cash-on-Hand in the Program Fund - in process
5. Approvals of zoning and preliminary plat - in process

FISCAL IMPACT: Fiscal impact is variable but it is anticipated based on cash on hand in the program fund ($13,684,164 as of August 31); requested commitments of Good Life District Revenue ($142M+ in net proceeds); a 2.0%-2.5% occupation tax; $90M in TIF/CID; and an additional requested CID tax levy of $1.50 per $1,000 in valuation on all property at Veteran's Village. Additional fiscal impact associated with costs such as consultants, financing expenses, staff, liability, insurance and other fiscal impacts are unknown at this time or are difficult to quantify. But total fiscal impact is estimated to be in excess of 250 million dollars of direct or indirect government funds plus any private funds contributed by the developer.

ALTERNATIVES: Move to Approve
Move to Deny
Move to Continue

RECOMMENDATION: City Administration recommends approval.

SAMPLE MOTION: Move to approve.

ATTACHMENTS:
1. Resolutions 2026-177
2. Good Life District Agreement by Resolution 2026-177

RESOLUTION NO. 2026-177

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, TO APPROVE A GOOD LIFE DISTRICT AGREEMENT WITH WOODSONIA REAL ESTATE INC AND/OR RELATED PARTY WOODSONIA GI GLD, LLC, REGARDING FUNDING FROM THE CITY'S GOOD LIFE DISTRICT ECONOMIC DEVELOPMENT PROGRAM

BE IT RESOLVED by the City Council of the City of Grand Island, Nebraska:

Section 1. The City Council (the **"Council"**) of the City of Grand Island, Nebraska, (the **"City"**) hereby finds and determines as follows:

(a) On December 19, 2023, the Council adopted Resolution 2023-329 wherein the City stated its intent to be an active participant in the Good Life District proposal as outlined by representatives from Woodsonia Real Estate, Inc., (**"Woodsonia RE"**), to Council, which is available for viewing in the City Clerk's Office and is incorporated herein by this reference (the **"Original Proposal"**).

(b) On June 5, 2024, the Nebraska Department of Economic Development (the **"DED"**) approved a State Good Life Transformational Project Application (the **"State GLD Application"**) presented by Woodsonia RE for approval of a Good Life District which included, among other real estate, Veteran's Village in the City.

(c) On August 13, 2024, voters of the City authorized the City to establish a Good Life District Economic Development Program (the **"Program"**), which was adopted by the City by and through Ordinance 9938 and was effective September 3, 2024.

(d) The property included in the Master Plan adopted by the Grand Island City Council (hereinafter referred to as **"Council"**) on February 11, 2025 (hereinafter referred to as **"Veteran's Village"**), includes approximately 225 acres of real estate. This property is all within the boundaries of the Good Life District Program Area as set forth in Grand Island City Code Chapter 38, Article II, Section 1, and is bounded on the south by the BNSF Railroad line and on the north by Airport Road/Highway 281. The property is currently owned and controlled by the City, subject to existing easements and restrictions of record and is in part under active lease(s) with farm tenants.

(e) Woodsonia GI GLD, LLC, has made representations to the City that it is a Related Person (as defined in Article 38-II of City Code) to Woodsonia RE, (and together with Woodsonia RE herein referred to as the **"Developer"**) which has made application to the City for good life district incentives under the Program (the **"Good Life Incentive Proposal"**). The Good Life Incentive Proposal requests incentives to construct elements of the improvements at Veteran's Village which generally includes an indoor sports complex element, multi-purpose all turf outdoor fields, an aquatic center, public infrastructure improvements, multi-family and single-family housing, and commercial property, all as more fully described in the Agreement defined below (the **"Project"**).

(f) The Good Life Incentive Proposal was originally processed in accordance with Section 38-19 of Grand Island City Code, but has since been handled outside of said process at the request of the Developer. The City Council, having consented to the alternative procedures, authorizes modified proposals and materials submitted to the City Council on June 2nd, 2026 to be incorporated into the application process in order to facilitate progress towards said incentives, subject to the supplementation required in the

"Agreement". At the conclusion of the June 2nd, 2026 study session of Council direction was given to memorialize the proposed agreement with respect to incentives from the Program. These proposals have been memorialized in a Good Life District Agreement, the form of which is presented with this resolution (the **"Agreement"**).

(g) It is appropriate and necessary for the City to enter into the Agreement for the purpose of memorializing the agreements between the City and Developer with respect to the matters described therein pursuant to Section 77-4412, R.R.S. Neb., as amended.

Section 2. The Agreement, in the form presented herewith, is hereby authorized and approved in all respects, together with such changes and modifications as the Mayor deems necessary, desirable or appropriate in the finalization thereof for execution.

Section 3. The Mayor is hereby authorized and directed to execute and deliver the Agreement on behalf of the City. The Mayor, City Administrator, City Attorney, and their respective designees, are authorized and directed to engage with the City's advisors and bond counsel in connection with issuance of bonds payable from the Program all as contemplated and described in the Agreement, and to take such other actions as determined necessary or appropriate to carry out the intent of the City as provided in the Agreement.

PASSED AND APPROVED THIS 23RD DAY OF JUNE, 2026.

CITY OF GRAND ISLAND, NEBRASKA

Roger G. Steele

Mayor

ATTEST:

Jill Granere

City Clerk

GOOD LIFE DISTRICT AGREEMENT

between the

CITY OF GRAND ISLAND, NEBRASKA,

and

WOODSONIA GI GLD, LLC

entered into on

[_____], 2026

GRAND ISLAND GOOD LIFE DISTRICT ECONOMIC DEVELOPMENT PROGRAM
VETERAN'S VILLAGE PROJECT

GOOD LIFE DISTRICT AGREEMENT

THIS GOOD LIFE DISTRICT AGREEMENT (this *"Agreement"*) is made and entered into as of [_____], 2026, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a city of the first class organized and existing under the laws of the State of Nebraska (the "*City*") and **WOODSONIA GI GLD, LLC**, a Nebraska limited liability company (the *"Developer"*). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in **Article I** of this Agreement.)

RECITALS

A. The City established a Good Life District Economic Development Program (the *"GLDED Program"*) pursuant to the Good Life District Economic Development Act, Sections 77-4408 to 77-4431, R.R.S. Neb., as amended (the *"GLDED Act"*) and Ordinance No. 9983, as amended by Ordinance No. 10,029 (the *"Program Ordinance"*).

B. In accordance with the City's Program Ordinance, Developer commenced application for funding from the Program in 2025. The Developer's application has been supplemented and modified from time to time, including the presentation made to the City Council on June 2, 2026. The Property is legally described in Exhibit A-1, and the proposed publicly and privately owned improvements and facilities comprising the "**Project**" are described in Exhibit A-2. Developer provided to City Council on June 2nd, 2026 a modified proposal for the design of the sports complex and other modification to the Project through this Agreement. Developer provided application materials which reflect changes in the Sports Complex as presented on June 2, 2026 to the City Council. Illustrations provided on June 2nd, 2026 will be included. Developer has provided a proposed construction schedule for the Critical Project Components that allows all Critical Project Component construction to be completed within three years after initial bond indebtedness to be used for each said component, with a start date occurring after the Operative Date of this Agreement. That schedule is provided in **Exhibit F**.

C. Developer has separately submitted an application for tax increment financing with the Community Redevelopment Authority of the City (the *"CRA"*) to assist in financing and implementing the Project, which the Developer has indicated is a necessary component of the financing for the Project.

D. The City Council found and determined that development of the Project and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety, morals and welfare of its residents, and are in accord with the public purposes of the GLDED Program in Resolution No. _____, adopted on September 8, 2026 (the *"Project Resolution"*).

E. Pursuant to provisions of the GLDED Act, the Program Ordinance, and the Project Resolution, the City is authorized to enter into this Agreement.

F. Developer has provided information to the City that it intends to pursue other funding sources in support of this project to include private capital, private indebtedness, tax increment financing, occupation tax financing, or other public financing tools (collectively, "**Other Funding Sources**"), which are included in the definition of Operative Events (defined below). The Parties acknowledge that this Agreement does not incorporate the creation, pledge, promise, denial, or any other commitment for or against any of these Other Funding Sources. The Parties have designed this Agreement to memorialize that the non-critical components of this project, and the subordinate pledge, are intertwined in purpose and that each obligation is contingent upon the other party's ability to perform or fund these additional project components.

G. In lieu of provisions which limit Developer's obligation to perform if the City does not take certain approval and action steps related to Other Funding Sources and the Operative Events (defined below) and other governmental approvals and decisions required to implement the Project, the Parties have sought to reach a compromise through the inclusion of language delaying the Operative Date of this Agreement until such Operative Events can be or have been undertaken to the Developer's satisfaction, and so that the required Operative Events can occur or have occurred on terms acceptable to the Developer and its investors and lenders. It is the Parties intent that the Developer shall, after execution of this Agreement, provide notice to the City should Developer determine, in its sole discretion, the Operative Events have been or will be accomplished to Developer's satisfaction, and without Developer's notice will act to fully and automatically rescind this Agreement without further action by either party.

ARTICLE I

DEFINITIONS

1.1. Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

"Agreement" means this Good Life District Agreement.

"Application" shall have the meaning provided and described in the Recitals including supplemental material required herein.

"Approved Site Plans" means the combination of site plans reflecting one or more portions of the Work approved by all entities required to approve a site plan pursuant to the Municipal Code and **Section 3.7**, as such site plans may be submitted, approved and amended from time to time in accordance with the Municipal Code and **Section 3.7**.

"Aquatics Center" means the aquatics center facility described in Exhibit A-2.

"Available Revenues" means net State Revenues transferred from the State of Nebraska by and through the Good Life District Economic Development Act and the Program Ordinance and other money on deposit from time to time (including investment earnings thereon) which may be deposited in the Special Allocation Account. Available Revenues does not include Occupation Tax Revenues or other Local Sources of Revenue unless deposited into the Special Allocation Account by gift, bequest, or special designation of the City Council.

"Bond Counsel" means Gilmore & Bell, P.C., or an attorney at law or a firm of attorneys selected by the City of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Indenture" means the trust indenture or indentures, or bond resolution or bond resolutions, executed by the City in connection with the issuance of GLDED Obligations or Subordinate GLDED Obligations, as applicable.

"Bond Marketing Period" means (a) for public offerings or limited offerings of bonds, the timeframe beginning on the first date the City's underwriter disseminates a securities offering document to prospective purchasers of GLDED Obligations and ending on the date such GLDED Obligations are issued,

or (b) for a direct placement, private placement, loan, or similar arrangement with a financial institution, the timeframe which begins on the date terms for such arrangement are offered to a prospective financial institution by the City with respect to GLDED Obligations.

"Bond Proceeds" means the net cash proceeds from the sale of GLDED Obligations available for deposit in the Project Fund (after deposit of funds for Issuance Costs, capitalized interest and any debt service reserve), together with any interest earned thereon.

"Bond Trustee" means the bond trustee identified in the Bond Indenture; provided, however, that a successor Bond Trustee may be appointed in accordance with the terms of the Bond Indenture.

"Certificate of Qualifying Project Costs" means a document, substantially in the form of **Exhibit D** attached hereto, delivered by the Developer to the City and which, upon the City's written acceptance thereof, will evidence Qualifying Project Costs incurred. (See Also *"Project Costs").*

"Certificate of Substantial Completion" means a document, substantially in the form of **Exhibit C** attached hereto, delivered by the Developer and which, upon the City's written acceptance thereof, will evidence the Developer's satisfaction of all obligations and covenants to perform a portion of the Work in the segments identified in **Section 3.2(a)**. A Certificate of Substantial Completion for a portion of the Work does not constitute a final occupancy certificate, final inspection certificate, or other documentation required by the Municipal Code to occupy the portion of the Project which is the subject of the Certificate of Substantial Completion.

"City" means the City of Grand Island, Nebraska, a city of the first class and political subdivision of the State of Nebraska.

"City Administrative Fees" means the amount the City may withdraw from the GLDED Program Fund to defray administrative costs associated with the GLDED Program as provided in the Program Ordinance, which amount shall be limited to the sum of: (i) Fifty Thousand and No/100 Dollars ($50,000.00) per calendar year, payable solely from State Revenues; and (ii) a collection fee equal to one and one-half percent (1.5%) of the Occupation Tax Revenues actually collected by the City. However, legal expenses of the City arising out of **Section 7.17** shall not be subject to the restrictions of this definition.

"City Administrator" means the person duly appointed as City Administrator of the City.

"City Attorney" has the same meaning as Grand Island City Code 2-40 and may include any assistants, or outside counsel(s) the City Attorney may be authorized and elect to utilize.

"City Council" means the City Council of the City of Grand Island, Nebraska.

"City Engineer" means the person or firm appointed as the City Engineer of the City.

"Concept Site Plan" means the conceptual site plan attached hereto as **Exhibit B** and incorporated herein by this reference.

"Construction Plans" means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections approved by the City to the extent required by and in accordance with the Municipal Code and this Agreement. Construction Plans for any portion of the Critical Project Components which will be publicly dedicated must meet minimum requirements of the Municipal Code. Any reference to City

approval of Construction Plans in this Agreement is limited to the City's review and determination that the proposed Construction Plans comply with this definition.

"Critical Project Components" means the facilities and assets described under the heading Critical Project Components in **Exhibit A-2**.

"Developer" means Woodsonia GI GLD, LLC, a Nebraska limited liability company, or its permitted successors or assigns in interest.

"Existing State Revenues" means the portion of State sales tax revenues identified in Section 77-4413(2)(b)(ii), R.R.S. Neb., as amended, and received by the City from the State for deposit to the GLDED Program Fund.

"GLD" means the Good Life District in the City of Grand Island, established by the Nebraska Department of Economic Development on June 1, 2024.

"GLDED Act" means the Good Life District Economic Development Act, Sections 77-4408 to 77-4431, R.R.S. Neb., as amended.

"GLDED Combined Revenue Bonds" means good life district economic development program revenue bonds issued by the City pursuant to the GLDED Act which are payable from both Existing State Revenues and New State Revenues.

"GLDED Existing State Revenue Bonds" means good life district economic development program revenue bonds issued by the City pursuant to the GLDED Act which are payable from the Existing State Revenues.

"GLDED New State Revenue Bonds" means good life district economic development program revenue bonds issued by the City pursuant to the GLDED Act which are payable from the New State Revenues.

"GLDED Obligations" means good life district economic development program revenue bonds issued by the City pursuant to the GLDED Act, subject to the requirements of **Section 5.1**, which includes any combination of GLDED Combined Revenue Bonds, GLDED Existing State Revenue Bonds, and/or GLDED New State Revenue Bonds, and which are senior to any Subordinate GLDED Obligations.

"GLDED Program" means the City's Good Life District Economic Development Program established pursuant to the Program Ordinance.

"GLDED Program Fund" or *"Program Fund"* means the fund established for the GLDED Program pursuant to the Program Ordinance.

"GLDED Revenues" means the revenues of the City's GLDED Program, which are defined as Local Sources of Revenue in City Code 38-14.

"Governmental Approvals" means all plat approvals, re-zoning or other zoning changes, planned unit development approvals, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals, or approvals related to the Project required by the Municipal Code or this Agreement for the implementation of the Project.

"*Holdback*" means the State Revenues the City may at any time hold back from depositing into the Program Fund and Special Allocation Account in compliance with its fiscal policy, said amount not to exceed $1,000,000.00.

"Initial Project Funding Amount" means the actual amount provided for the Project from (a) Bond Proceeds and (b) the GLDED Program Fund made available for and expended on Project Costs.

"Issuance Costs" means all costs reasonably incurred by the City and the Developer in connection with the issuance of GLDED Obligations, including, but not limited to, the fees and expenses of the City's financial advisors, bond and disclosure counsel, and consultants, the underwriter and underwriter's counsel, underwriters' discounts and fees, initial fees and charges of the trustee, the cost of obtaining CUSIP numbers, the costs of printing any GLDED Obligations and any official statements relating thereto, and any other costs related to the issuance of GLDED Obligations and approved by the City at its sole discretion.

"Lender" means any bank or other entity providing a construction loan or permanent financing for the Project.

"Local Sources of Revenue" shall have the meaning provided in City Code 38-14.

"Maximum GLD Funding Amount" means $142,000,000, excluding Issuance Costs, paid from a combination of cash-on-hand in the Program Fund, proceeds of GLDED Obligations, and proceeds of Subordinate GLDED Obligations.

"Minimum GLD Funding Amount" means at least $82 million in funding from the aggregate of (a) amounts in the Program Fund made available for disbursement to pay Project Costs, and (b) Bond Proceeds from the initial issuance of GLDED Obligations issued after the notice provided by Developer pursuant to **Section 5.1(c)** of this Agreement.

"Municipal Code" means the Municipal Code of the City of Grand Island, Nebraska, as may be amended from time to time.

"New State Revenues" means the portion of State sales tax revenues identified in Section 77-4413(2)(b), R.R.S. Neb., as amended, which is not Existing State Revenues and which is received by the City from the State for deposit to the GLDED Program Fund.

"Nonrevenue Producing Costs" means eligible costs under the Program Ordinance disbursed for (1) construction or acquisition of privately owned real and personal property which is not expected to generate local sources of revenue for the Program through the use of such property in the operation of one or more businesses located in the GLD, or (2) operating expenses or other noncapital expenditures of a qualifying business (as defined in the GLDED Act) which is not a governmental entity.

"Occupation Tax" means the GLDED occupation tax, and the associated revenues, which may be imposed on the businesses at Veteran's Village, and designated as a Local Source of Revenue by Ordinance 10,084.

"*Occupation Tax Revenues*" means the revenues of the occupation tax as created in Ordinance 10,084.

"Operative Date" shall have the meaning provided in **Section 2.1** of this Agreement.

"Other Private Improvements" means the improvements and facilities described under the heading Other Private Improvements in **Exhibit A-2**.

"Pad Ready" means a site prepared in a manner sufficient to commence construction of the intended permitted structure upon its delivery. Pad ready shall include completion of at least the following tasks: rough site grading; public roadway access; finished parking lot; utility infrastructure in the adjacent public right of way for City water, sewer, stormwater, and electric service; drainage plans, site preparation for placement of third-party or private utilities in the adjacent public right of way to include natural gas, fiberoptic or cable service, and telephone service if requested by the intended permitted structure.

"Program Ordinance" means Ordinance No. 9983, as amended by Ordinance No. 10,029, passed and approved by the Mayor and City Council, adopting and governing the City's Good Life District Economic Development Program, and as further amended from time to time.

"Project" means collectively the Critical Project Components and the Other Private Improvements described in **Exhibit A-2**.

"Project Costs" shall mean eligible costs associated with the Project as defined in City Code § 38-14, together with Nonrevenue Producing Costs to the extent their inclusion does not cause the City to exceed the limitation that no more than twenty percent (20%) of Eligible Costs (as defined in the Program Ordinance) may be paid by the City from the Program, all in accordance with the Program Ordinance and Section 77-4410 of the Nebraska Good Life District Economic Development Act, subject to the limitations in Section 4.1 of this Agreement. Project Costs exclude acquisition costs for the Property.

"Project Fund" means the Project Fund created in a Bond Indenture for Project Costs.

"Property" means the real estate described on **Exhibit A-1** as "Developer Property", which is pending completion of sale from the City to the Developer as of the date of this Agreement. Property may also include access or use of such portions of the "City Property" as described in **Exhibit A-2** and will be needed to facilitate development of the Project.

"Qualifying Project Costs" means those "Project Costs" that are substantiated and approved in the method set forth in and subject to the terms of **Article IV** of this Agreement.

"Related Party" means any party related to the Developer by one of the relationships described in the defined term "related person" in Section 77-4403, R.R.S. Neb., as amended.

"Special Allocation Account" means the Special Allocation Account established in **Section 6.1** of this Agreement.

"State" means the State of Nebraska.

"State Revenues" means the New State Revenues and Existing State Revenues and any other amounts remitted to the City by the Tax Commissioner pursuant to Section 77-4413(2) of the GLDED Act for deposit to the GLDED Program Fund.

"Subordinate GLDED Obligations" means any GLDED Program revenue obligations issued by the City pursuant to this Agreement and following satisfaction of the conditions provided in **Section 5.2**, availability of additional revenue, which shall be fully subordinate to all GLDED Obligations. Subordinate GLDED Obligations may not be accessed for use on items other than the Critical Project Components until

said components have been substantially completed and then may be made available for Other Private Improvements as described on **Exhibit A-2**.

"Work" means the following, and includes tasks and activities which facilitate or cause the following to be done:

(a) design, construction and completion of the Critical Project Components described on **Exhibit A-2** in accordance with the Construction Plans; and

(b) design, construction of the Other Private Improvements described on **Exhibit A-2** in accordance with the Construction Plans.

For any term that is not specifically defined it shall be given its ordinary and routine meaning unless specifically defined in the Grand Island City Code, specifically Chapter 38 Article II, or in applicable state or federal law.

ARTICLE II

OPERATIVE DATE OF AGREEMENT

2.1. Operative Date of Agreement. This Agreement shall be accepted by each party upon their respective signatures to the same, but shall not become operative and binding on either party until January 29, 2027, (the "Operative Date") and shall become operative only if the Operative Events listed in **Section 2.3** have occurred and written notice has been provided to the City Clerk by the Developer no later than 4:30 pm on January 28, 2027, that the Operative Events have occurred under such terms and conditions as the Developer finds to their full and complete satisfaction. If the Developer does not provide such written notice to the City Clerk by the date and time required above, this Agreement shall never become operative and shall be fully rescinded with no further action by any party and the Developer's application for Good Life District Funding as contemplated in this Agreement shall be designated as administratively closed.

2.2. Acknowledgements. Developer and City have designated the items listed in Section 2.3 as "Operative Events" which Developer requires be accomplished before it is able to make the commitments contained in this Agreement. The Parties agree that each of the Operative Events requires action separate and distinct from this Agreement and include actions which may be considered by the City Council for the City of Grand Island, by other City officials, by other political subdivisions, boards, or regulatory bodies, and/or by the Developer and its related entities, investors, lenders, and/or contractors. The Parties also acknowledge that the completion of certain tasks may be influenced by factors beyond either Party's control. The Developer understands and acknowledges that the City cannot promise votes by its own elected officials, cannot override by contract administrative reviews and approvals, and cannot guarantee actions be taken by other political subdivisions or entities. The City has already taken steps to complete, or commence, the Operative Events and will continue to work towards completion, or substantial completion, of the Operative Events before the Operative Date. The Parties acknowledge that some action items may require additional application, information, resource sharing, or referral from other boards or political subdivisions; as such Developer agrees to timely provide any information requested by the City required to bring said item(s) before the Council and/or to make application to any outside political subdivisions, officials, or entities in sufficient time to facilitate the City's consideration; and the City agrees to provide the Developer with clear notice of the date(s) it must receive final actionable materials or information from Developer or others. The Parties understand that the inclusion of these items as Operative Events should not be construed in any way to represent a promise, commitment, or recommendation by any official or employee of the City; and that they are included for effect on this Agreement only and not intended to represent an improper inducement or attempt to influence the vote or action of any official or employee.

2.3. Operative Events. For purposes of **Sections 2.1-2.4** the following events have been designated as "Operative Events" and any express terms and conditions which must be included in order for the Operative Event to have occurred are listed immediately following the Operative Event.

(a) *Veteran's Village Good Life District Occupation Tax Approval by Council in Ordinance 10,084*

(b) *Tax Increment Financing Plan Approval*

(i) Final Redevelopment Contract to be developed and in such form as may be approved by legal counsel for the Community Redevelopment Authority and acceptable to the Developer and provided for their approvals no later than January 29, 2027.

(ii) Final Redevelopment Plan as may be approved by the Community Redevelopment Authority to be presented for consideration by the Grand Island City Council for its consideration no later than January 26th, 2027-.

(iii) To be considered sufficient Developer notes final approved plan must include *at least* the following items:

(a) Approval of a plan which authorizes up to $90,000,000 in TIF indebtedness.

(b) Approval of a plan which acknowledges CRA's authority to enter into a contract with 15 Year terms for each approved phase.

(c) *Land Sale of Veteran's Village Private Development Property to Developer*

(i) Resolution 2026-206 was passed by the City Council on July 28, 2026 which made an as-is offer to sell certain real property described in **Exhibit A-1** as "Developer Property". Terms of that offer for sale were amended by ~~resolution~~Resolution 2026-224 following input by the Developer.

(ii) Said offer resolution as amended requires the posting of a 5% earnest deposit to be applied to closing costs and/or the purchase price upon completed sale. Said resolution to include express language that an accepted offer would authorize the Developer to make applications as a prospective owner for approvals as may be necessary for tax increment financing, rezoning, preliminary platting, and other regulatory approvals necessary for development.

(iii) Closing to occur no later than January 29, 2027 and to be contingent upon this Agreement becoming operative.

(iv) The amended offer for sale was accepted by the Developer on August 19, 2026.

(v) The property is being sold subject to all current encumbrances and easements including an easement with respect to a fiber optic line.

(vi) The Parties understand that the City has begun work towards having a fiber optic line relocated and will continue working towards accomplishing that objective.

(vii) Provision of access to the City Property through lease, easement, or other appropriate instrument for such purpose.

(d) *Availability of Cash-on-Hand in the Program Fund*

(i) City agrees that no other application is, or will be funded, in whole or in part, from existing cash-on-hand held by the City in the GLDED Program Fund as of the Operative Date of the Agreement.

(ii) Developer has been advised that the account balance is $12,361,600 as of June 30, 2026 with expenses outstanding estimated to be less than $1,000,000 and with revenues for July, August and September anticipated to exceed known expenses.

(iii) From and after the Operative Date, the City shall make all amounts in the Program Fund and Special Allocation Accounts available to reimburse Qualifying

Project Costs in accordance with the terms of this Agreement, except for the Holdback.

(e) *Zoning and Preliminary Plat.* The Developer has applied to the City for such zoning and preliminary plat approvals and designations for the various components of the Property as are appropriate for the applicable portions of the Work. The City has approved the necessary Ordinance(s) and approvals of the change of zones and preliminary plat for the applicable portions of the Work, with terms and conditions acceptable to Developer, no later than the Operative Date.

2.4. Effect of Provision. The Parties have negotiated Sections 2.1 through 2.4, including a firm Operative Date incorporated herein, with the express understanding that Developer has requested certain actions occur which cannot be incorporated into this Agreement, but which are essential to the Developer's willingness and ability to make the commitments contained in this Agreement. Therefore the Parties understand that, as these Operative Events are deemed critical by the Developer, this Agreement shall not become operative, in whole or in part, unless the Operative Events occur as set forth above. Should the Developer not provide written notice as set forth in **Section 2.1** to the City Clerk, by no later than 4:30pm on January 28th, 2027, demonstrating Developer's satisfaction with the Operative Events, this Agreement shall never become operative and shall be fully rescinded with no further action by any party and the Developer's application for Good Life District Funding as contemplated in this Agreement shall be designated as administratively closed.

2.5. Community Improvement District

(a) Sections 18-3501 to 18-3559, Neb. Rev. Stat., as became effective on July 18, 2026, allows for the creation of an entity known as a Community Improvement District ("CID") which can establish a tax levy to be used towards certain public improvements within its boundaries.

(b) A CID must be created by a filing a petition with the City to include articles of association signed by a majority of property owners in the boundaries of the proposed CID which, as of the date of this Agreement, is the City of Grand Island.

(c) Developer desires to nominate the initial trustees for the governing board of the CID upon its creation.

(d) Developer will request in its Petition that the maximum levy possible be $1.50~~.~~ per $100 of taxable valuation.

(e) Developer will create the CID boundaries on the Developer Property, excluding the area expected to include the Sports Complex (See **Exhibit A-2**).

(f) Developer will request that the CID's permissible expenses include public infrastructure costs, related site preparation, and soft costs, with terms and conditions acceptable to the City and Developer.

(g) Because the process of establishing the CID could create conflict with the desired timeline of the remaining Operative Events, and because the Developer must be an owner of property within the proposed CID to nominate the initial members of the CID's Board of Trustees, the Developer will file the petition to create the CID after closing on the sale

of the Developer Property and following this Operative Date of this Agreement. The Parties recognize that creation of the CID is an important component of the funding for the Project.

(h) Because the creation of the CID, with control resting in the hands of the Developer, is a necessary condition of this Project for the Developer, the Parties agree that if the Developer takes all necessary steps to create the CID and City Council fails to provide final approval of the creation of the CID, the Developer may opt to terminate this Agreement, subject to the same notice terms and cure periods established in **Section 7.6**, and effects of termination established in **Section 7.3** of this Agreement and the following:

(i) Should the Developer pursue termination of the Agreement under this provision, and following the cure period noted above, the Developer shall convey the Developer Property referenced in **Section 2.3(c)** to the City for the sum of $3,000,000.00, and the City shall purchase the land for that price. The Parties shall establish an escrow pursuant to an escrow agreement with a title company with terms and conditions consistent with the foregoing for execution prior to or contemporaneously with the Operative Date, which escrow shall include a deed for the Developer Property from Developer to City and the $3,000,000 paid for purchase of the Developer Property, with a final termination and release of such escrow to occur June 1, 2027.

(ii) If the Developer fails to take any necessary steps for the creation of the CID in sufficient time for the City Council to take final action for approval of such creation by **June 1, 2027**, the Developer waives the right to terminate this Agreement under this provision and the escrow shall terminate.

(iii) If the Developer fails to file the initial paperwork necessary for the creation of the CID on or before **March 1, 2027**, the Developer waives the right to terminate this Agreement under this provision and the escrow shall terminate. Notwithstanding the termination of the escrow or the waiver of any termination rights under this subsection, Developer may request formation of a CID as permitted by law.

ACCEPTANCE OF PROPOSAL

2.6. Developer Designation. The City by and through this Agreement approves the Developer's request that their application to perform the Work in accordance with the Concept Site Plan, this Agreement, and all Governmental Approvals be recognized, subject to supplementation of materials required by City Code 38-19 to reflect changes made to the Project or application since it was formally amended in 2025. Specifically, it shall include the proposed Sports Complex plans and Critical Project Components presented by Developer to the City Council on June 2, 2026. To the extent of any inconsistency among the foregoing, the parties agree that the Work may be modified to comply with the requirements of any Governmental Approvals so long as such approvals do not constitute a material change to the Critical Project Components or which would, in the opinion of the City Attorney, require further hearing or supplements to the Application pursuant to the Program Ordinance or GLDED Act. Any materials provided to supplement the application materials pursuant to City Code 38-19 by and through the June 2nd, 2026 presentation will be considered an amendment to the Developer's application. In the event that there is any conflict between the terms of this document and the Application as approved by the City, the Parties agree that this document shall control.

2.7. Developer to Advance Costs. Developer agrees to advance or cause to be advanced all Project Costs or obligations as necessary to complete the Work and City agrees to reimburse the Developer or to directly pay any contractors for approved Qualifying Project Costs. In no circumstances shall the Developer undertake activity which could be construed to obligate the City directly to Developer's contractors, or which may constitute a lien or other obligation on any funds or property of the City, except for the Project Fund pursuant to the terms of this Agreement.

ARTICLE III

OWNERSHIP OF THE PROPERTY; SCHEDULE; CONSTRUCTION OF PROJECT; CITY APPROVALS

3.1. Ownership of Property.

Ownership of the Property identified in **Exhibit A-1** as Developer Property is being handled by separate agreement. **Section 2.3(c)** of this Agreement includes provisions regarding the sale and transfer of the Developer Property as an Operative Event. The Parties understand and agree that in addition to express ownership of the Developer Property, the City will also provide access to portions of the City Property as may be needed to facilitate development of the Project and will provide necessary rights of occupancy or use as may be necessary or appropriate through lease, easement, or other appropriate instrument for such purpose. The Parties understand that, similarly, the Developer may need to reconvey, or permit use of, certain portions of the Developer Property back to the City to facilitate rights of occupancy or use as may be necessary or appropriate to facilitate public improvements such as streets and utilities. The Parties agree that such subsequent transfers should be completed with no additional purchase price or other compensation between the Parties to the extent permissible by law.

3.2. Project Construction Benchmarks.

(a) Subject to **Section 7.7**, the Developer shall commence and complete the Project pursuant to the following schedule:

Activity	**Maximum Time for Performance**
1. Commence mass site grading and clearing property	The latest of (i) 60 days after Ownership is acquired, or (ii) April 1, 2027, (iii) release of the easement related to the fiber optic line currently in place on the Property, or (iv) final approval of the CID.
2. Complete preliminary design of each Critical Project Component for which Developer is responsible (which excludes design of the Aquatics Center) to be paid in full or in part through GLDED Obligations.	180 days after the Operative Date of this Agreement.
3. Commence vertical construction of Critical Project Components	The later of (i) 90 days after the closing date of the first issuance of GLDED Obligations, (ii) receipt of the applicable permits from the governing authority.

4. Obtain approval (or deemed approval) of a Certificate of Substantial Completion for the Critical Project Components pursuant to **Section 3.11** herein	The tenth anniversary of the Operative Date of this Agreement, subject to availability of the Minimum GLD Funding Amount to pay Project Costs as specified in subsection (c) of this **Section 3.2**. Such ten year anniversary shall be delayed by a term equal to any delay in availability of the Minimum GLD Funding Amount to pay Project Costs or due to delays associated with the creation of the CID. In no event shall Developer submit a Certificate of Qualifying Project Costs for any Other Private Improvements before approval (or deemed approval) of a Certificate of Substantial Completion for the Critical Project Components.

(b) The Developer and its project teams shall (1) until the Critical Project Components have been completed and have received all required occupancy permits, submit written reports to the City Council at least quarterly regarding the status of the Critical Project Components, each of which report may be in the form of a Certificate of Qualifying Project Costs; (2) upon reasonable notice, meet with the City Administrator and such other City staff and consultants as designated by the City Administrator to review and discuss the design and construction of the Work to enable the City to monitor the status of construction, determine that the Work is being performed and completed in accordance with this Agreement and the Municipal Code, and complete the Critical Project Components in such a manner as will satisfy the conditions for acceptance thereof by the City as prescribed by the Municipal Code.

(c) For all Critical Project Components of (a) which are contingent upon sufficient project financing being available, Developer understands that prior to and in exchange for the City issuing GLDED Obligations the City must have sufficient assurances that Developer will commence and complete each Critical Project Component. The Parties agree that the Developer's obligation under this Agreement to advance costs for the Project and all Critical Project Components in this Agreement represents a key component of the consideration provided by the Developer in exchange for the Maximum GLD Funding Amount of up to $142 million as set forth herein. The City agrees that, though available cash-on-hand in the Program Fund is expected to be sufficient for the activity described in **Section 3.2(a)(1)** herein, Developer has indicated it will be unable to fulfil its obligations with respect to the remaining Critical Project Components unless the Minimum GLD Funding Amount is available. As such, the Parties agree to condition completion of the Critical Project Components obligations as follows:

(i) Developer will provide estimates prepared by an engineer or architect (as applicable) to the City for each Critical Project Component contemporaneously with the preliminary design of said components as required by **Section 3.2(a)(2)**.

(ii) Developer will notify the City whether it intends to construct each applicable Critical Project Component using a structure which would provide a Guaranteed Maximum Price contract ("GMP") for such component, and will provide documentation regarding the sources of funding Developer expects to use for such component (including Developer equity, Developer debt, Bond Proceeds, cash-on-hand from the Program Fund, etc.)

(iii) Developer will include information, if applicable, as to whether the applicable Critical Project Component may need to be scaled or reduced in scope if the City's bond underwriting projects that the GLDED Obligations available to finance such Critical Project Component will be insufficient to produce the Minimum GLD Funding Amount to pay Qualifying Project Costs.

(iv) The City will pursue GLDED Obligations sufficient to construct the applicable Critical Project Component(s) to be funded by said GLDED Obligations in an amount sufficient to

provide reasonable assurance that such component(s) can be completed consistent with the engineers or architect (as applicable) estimate and GMP, and consistent with the sources of funding identified by Developer.

(v) If the City determines or projects that sufficient Bond Proceeds are not or will not be available in an amount sufficient to produce the Minimum GLD Funding Amount, the City shall promptly provide written notice thereof to the Developer, together with reasonably available information regarding the amount of financing and Bond Proceeds anticipated to be available. Following receipt of such notice, the Developer shall have the right, in its sole discretion, to elect one or more of the following, as applicable:

(1) if the Developer has previously provided information to the City demonstrating that other funding is available for the applicable Critical Project Component or that a reduced scope of such Critical Project Component is feasible, determine whether the Developer wishes the City to proceed with the issuance of GLDED Obligations to finance such Critical Project Component based upon such other funding or reduced scope;

(2) determine whether the Developer wishes the City to proceed with the issuance of GLDED Obligations to finance some, but not all, of the applicable Critical Project Component;

(3) continue to submit Certificates of Qualifying Project Costs pursuant to **Section 4.2** of this Agreement to pay or reimburse Qualifying Project Costs for the Project on a pay-as-you-go basis from State Revenues deposited in the Program Fund; or

(4) terminate this Agreement upon written notice to the City, without further liability or obligation of the Developer, except for those obligations that expressly survive termination.

(5) The City shall not issue GLDED Obligations to finance a reduced scope or only a portion of any Critical Project Component following delivery of the notice described above without the Developer's prior written approval.

(vi) Regardless of the actual cost of the Critical Project Components, after approval of a Certificate of Substantial Completion pursuant to **Section 3.11** of this Agreement, available GLD funding may be used for Other Private Improvements constituting Qualifying Project Costs, subject to applicable law and the Maximum GLD Funding Amount in accordance with the other provisions of this Agreement. No engineer's estimate, GMP, budget, allocation, or other estimated cost for a Critical Project Component shall reduce the Maximum GLD Funding Amount.

3.3. Construction of the Project.

(a) Construction of the Work shall be pursued in a good and workmanlike manner in accordance with the terms of this Agreement.

(b) Before entering into a joint venture, co-developer or sub-development arrangement for any of the Critical Project Components with an entity whose principals are not a Related Party, or before transferring any portion of the Critical Project Components to an entity whose principals are not a Related Party prior to the completion thereof, other than as contemplated by **Section 3.9(c**) with respect to the YMCA, the Developer will provide the City Administrator with information reasonably demonstrating that

such entity has sufficient expertise to carry out each component of the Critical Project Component for which such entity is responsible.

3.4. Construction Contracts; Insurance.

(a) The Developer may enter into one or more construction contracts to complete the Project, including each Critical Project Component, subject to the other provisions of this Agreement (e.g. **Section 3.5**). All construction contracts entered into by or on behalf of the Developer after the date of this Agreement which utilize funding in whole or in part using GLDED Revenues shall state that the contractor has no recourse against the City in connection with the contractor's construction of the applicable portion of the Work. The Developer will provide written notice to the City of any mechanic's or materialmen's liens filed against the Critical Project Components of the Project within 10 days of receipt of service of such lien. The Developer shall resolve all such liens within 60 days of receipt of service. In the event any lien is not resolved within 60 days the Developer understands the City may make claim against Developer, may satisfy the lien directly using pledged funds from the Program under this Agreement, and/or the City may fund any expenses related to elimination of the lien from the funds pledged in this Agreement.

(b) With respect to construction of the portions of the Critical Project Components which are to be publicly dedicated, the Developer shall cause to be obtained or shall require any contractor to obtain workers' compensation, commercial public liability and builder's risk insurance coverage in amounts required by the City pursuant to **Section 7.10** and shall deliver evidence of such insurance to the City. The Developer shall require that such insurance be maintained by the contractors for the duration of the construction of the applicable portion of the Work. The Developer shall be responsible for ensuring that contractors construct such portion of the Work in a good and workmanlike manner in accordance with the terms of this Agreement.

3.5. Competitive Bids; Prevailing Wage; Federal Work Authorization.

(a) The Developer shall comply with all applicable federal, State and local laws relating to the construction of the Project, including any laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the Project or portions thereof, but only to the extent such laws are applicable to the Developer or the applicable portion of the Project. The City acknowledges that payment or reimbursement of Qualifying Project Costs under this Agreement does not make the Developer the City's purchasing or contracting agent and agrees not to assert that such payment or reimbursement, by itself, subjects the Developer or its contracts to public competitive bidding or City procurement requirements.

(b) The Developer acknowledges that it must comply with the reporting provisions in the GLDED Act and the Good Life Transformational Projects Act. The Developer represents and warrants that it is in compliance with such provisions at the time of execution of this Agreement.

3.6. Governmental Approvals. The City agrees to cooperate with the Developer in making application for necessary Governmental Approvals that require City participation, and to process and timely consider all complete applications for the Governmental Approvals to be performed by the City as received, all in accordance with the applicable City ordinances and laws of the State.

3.7. Concept Site Plan; Zoning and Preliminary Plat.

(a) *Approval of Concept Site Plan and Approved Site Plan.* The City Council by and through this Agreement provides its approval of the Concept Site Plan. Such approval does not exempt the Developer from any zoning, preliminary plat or site plan review process required by the Municipal Code

and may not represent approval by technical professionals. The parties agree that the Concept Site Plan will govern the ultimate design and layout of the Project, subject to technical modification as may be needed from time to time. Notwithstanding the foregoing, any site plan submitted by the Developer for approval must not, without the City's advance consent, result in such a change in the Project as would require a supplement or amendment to the Application pursuant to the Program Ordinance or GLDED Act and will not deviate substantially from the Concept Site Plan provided herein and supported by and through this Agreement.

(b) *Changes.* During the progress of the Work, the Developer may request changes to the Site Plan as permitted by and pursuant to the Municipal Code.

(c) *Zoning and Preliminary Plat*. The Developer has applied to the City for such zoning and preliminary plat approvals and designations for the various components of the Property as are appropriate for the applicable portions of the Work. Nothing in this Agreement is intended to alter the City's generally applicable procedures for land use approvals.

3.8. Construction Plans.

(a) The Construction Plans for the Critical Project Components shall be prepared by one or more professional engineers or architects licensed to practice in the State. The Construction Plans and all construction practices and procedures with respect to the Work shall conform with all applicable State and local laws, ordinances and regulations, including, but not limited to, any labor and material payment bonds required for public improvements. The Developer shall submit Construction Plans for approval by the City's Building Department and the City Engineer in sufficient time to allow for review of the plans in accordance with applicable City ordinances and procedures and in accordance with the schedule set forth in **Section 3.2**. The plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Approved Site Plan and this Agreement.

(b) Before commencement of construction or during the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants, purchasers, investors or lenders of any real property or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Project and as may be in furtherance of the general objectives of the Nebraska Good Life Transformational Projects Act and the City's GLDED Program; provided that, (1) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City, (2) any changes shall not result in an extension of the time for performance of any obligation under this Agreement, (3) the Developer shall obtain the City's advance written consent to any material change to the specifications for the Critical Project Components described in **Exhibit A-2** attached hereto, and (4) the Developer shall obtain the City's advance written consent to any change that would result in a change to the Project or Site Plan if such a change would require a supplement or amendment to the Application pursuant to the Program Ordinance or the GLDED Act. If the City determines that any such supplement or amendment to the Application is required, the City Attorney shall provide the Developer with written notice specifying in reasonable detail the nature and scope of the required supplement or amendment, the specific provisions of the Program Ordinance or the GLDED Act requiring such supplement or amendment, and the information, documents, or other materials required to be submitted by the Developer.

3.9. Special Development Conditions.

(a) The Developer acknowledges that in consideration of public participation in financing Project Costs, the City expects that:

(1) the Project will include the Critical Project Components in similar or better quality and design to the renderings presented to City Council on June 2, 2026, and attached hereto as **Exhibit E**; and

(2) the Project will include the public infrastructure improvements as depicted in the Concept Site Plan.

(b) The Critical Project Components shall meet the minimum specifications identified on **Exhibit A-2**.

(c) The Developer plans to coordinate with the YMCA for development of the Pad Ready site for an Aquatics Center. Pad Ready site will be delivered so as to meet the minimum requirements indicated in **Exhibit A-2**.

(d) While the Critical Project Components will include relocation of the existing soccer fields of the City, operation and management of the relocated soccer fields and the other existing sports facilities located at Veteran's Village will remain with the City.

3.10. Project-Wide Return on Investment and Permitted Uses.

The Developer agrees to use commercially reasonable efforts to secure quality tax generating users for the Project that will represent a return on investment for the Program and State, as contemplated by the legislation governing the GLD and GLDED Program and the City's Program Ordinance. The anticipated return on investment and the economic feasibility of the Project are based upon the overall financial performance of the Project as an integrated mixed-use development, and not upon the financial performance, profitability, or return attributable to any individual parcel, building, phase, tenant, use, or land use within the Project. Accordingly, the Parties acknowledge that the success and viability of the Project must be evaluated on the Project as a whole rather than on any individual component thereof and the Developer is expressly permitted to include and allow tax-exempt and other non-revenue-producing uses within the Project, subject to the restrictions on Nonrevenue Producing Costs as provided in **Article IV** of this Agreement.

3.11. Certificates of Substantial Completion.

(a) Upon substantial completion of the Critical Project Components, the Developer shall furnish a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form of **Exhibit C**.

(b) The appropriate City official shall diligently process the submitted Certificate of Substantial Completion, including making such inspections as may be reasonably necessary to verify the accuracy of the certifications accompanying the Certificate of Substantial Completion by the project architect or engineer (as applicable). The appropriate City official shall accept or reject the Certificate of Substantial Completion, and the accompanying certifications of the project architect, and shall do so in writing within 30 days following delivery to the City. If the City fails to approve or reject the Certificate of Substantial Completion in writing within such 30-day period, then the Developer shall notify the City in writing of its failure to take action on the Certificate of Substantial Completion and the City shall have 10

days from receipt of such notice to accept or reject the Certificate of Substantial Completion in writing. If the City has not accepted or rejected the Certificate of Substantial Completion within such periods, Developer may bring a mandamus action against the City to compel acceptance. If the appropriate City official rejects the Certificate of Substantial Completion and/or accompanying certifications, such rejection shall specify in reasonable detail in what respects the Developer has failed to complete the applicable portion of the Work in reasonable accordance with the provisions of this Agreement, or in what respects the Developer is otherwise in default, and what reasonable measures or acts the Developer must take or perform, in the reasonable opinion of such City official, to obtain such acceptance.

(c) Upon acceptance (or deemed acceptance) of the Certificate of Substantial Completion by the City, the Developer may record the Certificate of Substantial Completion with the Hall County register of deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the applicable portion of the Work in accordance with this Agreement.

ARTICLE IV

PAYMENT AND REIMBURSEMENT OF QUALIFYING PROJECT COSTS

4.1. City's Obligation to Pay and Reimburse Qualifying Project Costs. The City agrees to pay verified Qualifying Project Costs in an amount not to exceed the Maximum GLD Funding Amount as reimbursement to the Developer or as payment directly to professionals and other design and service providers, contractor, vendor, or supplier performing work, but solely from amounts available and accumulated in the Special Allocation Account in the GLDED Program Fund, from available Bond Proceeds, and from principal drawn on Subordinate GLDED Obligations as provided herein subject to the requirements and restrictions of City Code 38-18. Financing or payment of Project Costs towards the Maximum GLD Funding Amount through application of funds available in the Special Allocation Account of the GLDED Program Fund, Bond Proceeds, and the issuance of Subordinate GLDED Obligations shall be subject to the following limitations:

No more than twenty percent (20%) of "Eligible Costs" under the Program Ordinance may be disbursed to pay Project Costs which are Nonrevenue Producing Costs at any time. Any Certificate of Qualifying Project Costs which includes Nonrevenue Producing Costs that exceed such limit shall be disapproved by the City pursuant to **Section 4.2** herein.

If a Certificate of Substantial Completion of the Critical Project Components has not been approved by the 10th anniversary of the Operative Date of this Agreement as required by **Section 3.2** herein, or such later date due to a delay in available funding to meet the Minimum GLD Funding Amount as provided by **Section 3.2** herein, no additional Qualifying Project Costs shall be approved pursuant to this Agreement and Developer shall be in material breach of this Agreement pursuant to the terms of **Section 7.2**.

4.2. Reimbursements and Payments Limited to Qualifying Project Costs. Reimbursements to the Developer and payments made from amounts available and accumulated in the GLDED Program Fund, from Bond Proceeds, and from principal drawn on Subordinate GLDED Obligations as provided herein, are limited to Qualifying Project Costs as provided in this Agreement. Determinations required to be made by the City pursuant to this **Section 4.2** shall be made on behalf of the City by any two of the following officials, until such time as the City Council identifies additional or replacement officials to make such determinations: Mayor, City Administrator, City Finance Director, City Attorney, and Community Development Director.

(a) Qualifying Project Costs will be eligible for reimbursement to the Developer or as payment directly to a professional and other design and service provider, contractor, vendor, or supplier performing work, subject to the following conditions:

(1) Except as provided in subdivision (2) of this subsection (a), prior to submission of a Certificate of Qualifying Project Costs, the Developer shall have completed the following to the City's satisfaction for the portion or portions of the Project which are included in such Certificate of Qualifying Project Costs:

(i) Applied for and obtained applicable and requisite zoning designations, preliminary plats, final plats and building permit(s);

(ii) Received the City's approval of Construction Plans for such portions of the Project;

(iii) Entered into a construction contract or contracts in such form and with such conditions reasonably satisfactory to the City for such portion of the Project, generally not exceeding the amounts expected to be paid from the various financing sources available;

(iv) Obtained private financing sources and/or commitments for equity in such amounts as are necessary to timely pay and complete such portions of the Project; and

(2) Upon the Operative Date of this Agreement and following the establishment of the Community Improvement District contemplated in **Section 2.5**, prior to satisfying the conditions of subdivision (1) of this subsection (a), Developer may submit one or more Certificates of Qualifying Project Costs for payment or reimbursement of necessary or appropriate design costs, legal fees, professional fees, and other preliminary expenditures customarily incurred prior to entering into construction contracts for the applicable portion of the Project.

(3) Until such time as the City has approved a Certificate of Substantial Completion for the Critical Project Components, and until such time as **Section 5.1(d)** has been satisfied which requires restriction of Bond Proceeds for construction of the Aquatics Center, any Certificate of Qualifying Project Costs may only include Project Costs of the Critical Project Components, together with Issuance Costs, capitalized interest, reserve funds and other financing transaction costs for GLDED Obligations.

(b) Payment or reimbursement of Qualifying Project Costs shall be subject to the following approval process:

(1) The Developer shall submit to the City a Certificate of Qualifying Project Costs in substantially the form attached as **Exhibit D** hereto. Such Certificate shall be accompanied by itemized invoices, receipts or other information that will demonstrate that any cost qualifies for reimbursement or payment pursuant to this Agreement.

(2) The City shall notify the Developer in writing within 30 days after each submission of its approval or disapproval of the costs identified in each Certificate of Qualifying Project Costs. If the City determines that any cost identified as a Qualifying

Project Cost is not a Qualifying Project Cost under this Agreement, the City shall so notify the Developer in writing within 30 days after the submission, identifying the ineligible cost and the basis for determining the cost to be ineligible. The Developer shall then have the right to identify and substitute other Project Costs as Qualifying Project Costs, which shall be included with a supplemental application for payment submitted within 15 days after the City's notification of any ineligible costs. The City shall then review and notify the Developer in writing within 30 days after submission of its approval or disapproval of the costs identified in the supplemental application for payment. If the City fails to approve or disapprove the Certificate of Qualifying Project Costs within 30 days of submission, the Certificate shall be deemed approved. The aggregate amount of Qualifying Project Costs included in all approved Certificates of Qualifying Project Costs shall not exceed the Maximum GLD Funding Amount.

(3) The Developer shall provide such information, books and records as the City may reasonably request for the City to confirm that any cost submitted qualifies as a Qualifying Project Cost under this Agreement has been incurred and paid by the Developer or will be paid from amounts available in the GLDED Program Fund or from the Project Fund upon approval of the Certificate of Qualifying Project Costs. The City may retain such consultants as it deems necessary in connection with such review, the cost of which shall be paid from the GLDED Program Fund as provided in the Program Ordinance.

4.3. City's Obligations Limited to Special Allocation Account and Bond Proceeds.

Notwithstanding any other term or provision of this Agreement, Project Costs and Qualifying Project Costs shall be payable or reimbursable by the City with respect to the Project only from Bond Proceeds, amounts drawn from Subordinate GLDED Obligations, amounts on hand in the Special Allocation Account and subaccounts established in **Article VI** herein, amounts made available from the GLDED Program Fund for payment of Qualifying Project Costs, and from no other source.

ARTICLE V

OBLIGATIONS

5.1. Issuance of GLDED Obligations.

(a) The City and Developer agree that issuance of the GLDED Obligations is subject to and contingent on future actions by both the City and Developer, including, without limitation, satisfaction of the following conditions:

(1) the City shall select Bond Counsel, the Bond Trustee, the financial advisor and the underwriter or placement agent for any GLDED Obligations;

(2) a revenue consultant reasonably acceptable to the City shall have prepared a revenue study indicating the projected Available Revenues for use in connection with offering the bonds to the public through the underwriter;

(3) the City Council has authorized issuance of the GLDED Obligations by resolution, and has approved the Bond Indenture and any other applicable documents (including, without limitation, a continuing disclosure agreement and tax compliance agreement);

(4) no default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement;

(5) the Developer shall have provided evidence to the City's satisfaction that proceeds of the GLDED Obligations will be spent on Qualifying Project Costs within 3 years of the date of issuance of such GLDED Obligations, which evidence may include such items as opinions of probable costs signed by a professional engineer or architect, Construction Plans, bidding conditions, building permits, estimates of cost, construction timelines, evidence of commitments to build the portion of the Project to be funded with the GLDED Obligations, and similar materials;

(6) the Developer shall have acquired the Property or otherwise obtained access to the Property to the City's satisfaction (*See **Section 3.1)***;

(7) the final maturity of the GLDED Obligations may not exceed the expected termination date of the GLDED Program, which is currently June 1, 2054; and

(8) the City, in consultation with its financial advisor and any applicable underwriter or placement agent, determines that a reasonably prudent issuer of municipal securities would find that the then-current market conditions are sufficient to support the proposed issuance of GLDED Obligations, and the terms obtained in the market for issuance of GLDED Obligations is reasonably acceptable to the City.

(b) Notwithstanding the foregoing, the City and the Developer agree and acknowledge that additional conditions and restrictions on the issuance of GLDED Obligations and the use of proceeds from the sale of GLDED Obligations may be included in the Bond Indenture, including, without limitation, (1) the use of other financing sources concurrently with the proceeds of GLDED Obligations to fund Project Costs, and (2) any use of the proceeds limited by the GLDED Act or applicable provisions of Federal tax law applicable to issuance of the GLDED Obligations with tax-exempt interest, based on advice of Bond Counsel.

(c) The City and Developer intend for the City to issue GLDED Obligations as follows:

(1) The City shall begin the process of issuing GLDED Obligations with a schedule reasonably designed to achieve closing on such issuance within 180 days of Developer providing written notice to the City. Until such notice is provided by Developer, cash in the Program Fund is expected to be used to pay Qualifying Project Costs in accordance with this Agreement. Such issuance of GLDED Obligations shall be in an amount reasonably expected to maximize the available Bond Proceeds in the amount contemplated in **Section 3.2(c)**, which shall be made available for the direct payment or reimbursement of Project Costs.

(2) Additional GLDED Obligations shall be issued by the City thereafter as soon as reasonably practical, the timing of which shall take into consideration expected spend-down of proceeds from the initial issuance of GLDED Obligations, actual experience and projections with respect to State Revenues, and other similar factors, which issuance of GLDED Obligations will

be used to refund any principal amount of Subordinate GLDED Obligations then outstanding and unpaid (if any).

(d) The City and the Developer agree that revenues sufficient to produce Bond Proceeds of the GLDED Obligations to fund $22,000,000 for the cost of the Aquatics Center shall be underwritten and bonded by the City in accordance with the same applicable design approval, underwriting and bond requirements set forth in this Agreement for the other Critical Project Components, and such Bond Proceeds, when issued and funded, shall be designated and set aside for such purposes of the Aquatics Center. The City and the Developer shall coordinate the timing and issuance of GLDED Obligations for the Aquatics Center and the other Critical Project Components, taking into account the timing, readiness, and funding requirements of each, in accordance with the requirements of this Agreement; provided, however, that any delay, deficiency, funding shortfall, or other issue relating to the design, approval, financing, or construction of the Aquatics Center shall not relieve the City of its obligation to issue the GLDED Obligations necessary to fund the other Critical Project Components in accordance with this Agreement. Nothing in this Agreement shall be deemed to bind or obligate the City with respect to any third party associated with the Critical Project Components.

(e) The City and the Developer shall cooperate, from time to time (and subject to the City's determination of acceptable market conditions in similar manner to (a)(8) above), to issue additional GLDED Obligations to (1) reimburse any remaining revenue-producing and eligible Qualifying Project Costs not paid from the proceeds of prior GLDED Obligations (but not to exceed the Maximum GLD Funding Amount and subject to the other limitations of this Agreement), (2) refund any previously issued GLDED Obligations to achieve interest cost savings, and (3) refund any principal amount of Subordinate GLDED Obligations which is outstanding and unpaid.

5.2. Subordinate GLDED Obligations.

(a) At the request of the Developer, after expenditure of substantially all of the Initial Project Funding Amount, the City shall issue Subordinate GLDED Obligations to the Developer, a Related Party or a Lender in a maximum drawable amount equal to the Maximum GLD Funding Amount minus the Initial Project Funding Amount, whether expended or not. On the date the Subordinate GLDED Obligation is delivered to the Developer, it will have an outstanding principal balance of $0. Principal shall only be considered outstanding on such drawdown Subordinate GLDED Obligation upon approval of a Certificate of Qualifying Project Costs, and only to the extent of the dollar amount of such approved Qualifying Project Costs, all as provided in this **Section 5.2**. After delivery of the Subordinate GLDED Obligation to Developer, if additional funding from the Program Fund is advanced to pay Qualifying Project Costs or reimburse Developer for Qualifying Project Costs, the maximum drawable amount of the Subordinate GLDED Obligation will be reduced by an equal amount (consistent with the limitations on funding at the Maximum GLD Funding Amount and the other limitations provided in **Section 4.1** and **Section 4.2** herein).

(b) Notwithstanding anything to the contrary contained herein:

(1) no Subordinate GLDED Obligations shall be issued unless the City approves the form of the applicable Bond Indenture for such Subordinate GLDED Obligations by resolution pursuant to the GLDED Act;

(2) the Subordinate GLDED Obligations shall bear interest at a rate of 6.0%, unless a lesser amount is approved by Developer, and shall only reflect the amount owed to the holder for Qualifying Project Costs which have been approved and not otherwise paid to Developer from Bond Proceeds or other funds made available from the Program, subject to the restrictions of **Sections 4.1** and **4.2** herein;

(3) the Developer shall advance or cause to be advanced all Issuance Costs associated with the Subordinate GLDED Obligations;

(4) the undrawn principal amount of Subordinate GLDED Obligations may be cancelled if this Agreement is terminated in whole or in part pursuant to **Section 7.1** or **Section 7.2** or **Section 2.5**; provided, however, that no portion of the Subordinate GLDED Obligations shall be cancelled to the extent necessary to pay or reimburse Qualifying Project Costs expended by the Developer prior to the earliest event which precipitated any such termination, whether or not a Certificate of Qualifying Project Costs has been submitted, approved, or deemed approved prior to such termination. All principal amounts of the Subordinate GLDED Obligations which have been drawn in accordance with the foregoing, together with all interest accrued or accruing thereon in accordance with the terms of the applicable Subordinate GLDED Obligations, shall remain outstanding and shall not be subject to cancellation as a result of such termination of this Agreement.

(5) the Subordinate GLDED Obligations shall be issued as "draw down" obligations, and principal advances and interest shall only be made as reimbursement for expenditures made by the Developer for Qualifying Project Costs. Principal amounts and interest of Subordinate GLDED Obligations shall only be deemed drawn and outstanding in the amount of Qualifying Project Costs approved or deemed approved pursuant to this Agreement with respect to such Subordinate GLDED Obligations;

(6) The amount of draws on Subordinate GLDED Obligations shall be subject to the limitations provided in **Section 4.2(a)** and the approval process in **Section 4.2(b)**; and

(7) unless otherwise approved by the City by the Mayor or City Administrator as may be authorized in writing, Subordinate GLDED Obligations may not be transferred to any entity other than the Developer, a Related Party or a Lender.

(c) Available Revenues may only be applied to the payment of principal of and interest on the Subordinate GLDED Obligations while GLDED Obligations are outstanding, if at all, to the extent provided in the Bond Indenture for the GLDED Obligations.

5.3. Cooperation in the Issuance and Administration of GLDED Obligations.

(a) In connection with the City's issuance of GLDED Obligations, the Developer covenants to cooperate and take all reasonable actions necessary to assist the City and Bond Counsel, underwriters and financial advisors in the preparation of securities offering documents, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the GLDED Obligations, including (1) disclosure of tenants and other operating businesses within the GLD and the non-financial terms of the leases and operating agreements between the Developer and such tenants, and (2) providing sufficiently detailed estimates of Qualifying Project Costs so as to enable Bond Counsel to render its opinion as to the tax-exemption of GLDED Obligations. The Developer shall, if requested by the City, execute a continuing disclosure agreement or undertaking, whereby the Developer will be required to provide annual updates to certain operating information, including the information regarding tenant leases or other operating businesses within the GLD described above. The Developer will not be required to disclose to the general public or any investor the rent payable under any such lease or any proprietary or confidential financial information pertaining to the Developer, its tenants or the leases with its tenants, but upon the execution of a confidentiality agreement acceptable to the Developer, the Developer will provide such

information to the City's financial advisors, underwriters and their counsel to enable such parties to satisfy their due diligence obligations. Such compliance obligation shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

(b) Notwithstanding anything to the contrary contained herein, but only to the extent the City is able to accurately identify, report, and separately apply the Existing State Revenues and the New State Revenues as described in **Section 6.1(a)** herein, the City and the Developer acknowledge and agree that, if and when possible, the City expects to pursue GLDED Obligations to be issued in separate series payable from separate portions of the Available Revenues, with one series payable only from Existing State Revenues subject to the $5 million cap provided in Section 77-4413(2)(b)(ii); and one or more series payable from New State Revenues not subject to such cap.

(c) Consistent with **Section 2.3(d)** of this Agreement, amounts on deposit in the Program Fund, except for the Holdback, shall be made available to reimburse the Developer or directly pay Qualifying Project Costs. The City shall not withhold or delay any such disbursements to pay Qualifying Project Costs from such available amounts because GLDED Obligations have not been issued or the Subordinate GLDED Obligations have not been issued.

5.4. City to Select Bond Counsel, Underwriter and Consultants; Term and Interest Rate. The City shall select Bond Counsel, underwriters, financial advisors and consultants as the City deems necessary for the issuance of the GLDED Obligations. Following consultation with the City's underwriters, financial advisors and consultants, the City shall structure each issuance of GLDED Obligations to optimize its timing, principal amounts, interest rates, redemption provisions and other material terms and to maximize the proceeds available to fund Qualifying Project Costs, in each case consistent with this Agreement. The City shall reasonably consider the recommendations of the Developer and the City's underwriters, financial advisors and consultants in structuring each issuance. The parameters regarding timing, principal amount, interest rates, redemption provisions, expected amount of Bond Proceeds, and other material terms of each issuance of GLDED Obligations shall be subject to the Developer's prior written consent prior to the beginning of the Bond Marketing Period, which consent shall not be unreasonably withheld, conditioned or delayed, and the applicable GLDED Obligations shall be issued in accordance with such approved parameters. Subordinate GLDED Obligations shall bear interest at rate equal to (a) the rate indicated in **Section 5.2(b)(2),** or (b) if Bond Counsel determines that interest on the Subordinate GLDED Obligations is excludable from gross income for federal income tax purposes, fifty (50) basis points lower than the rate indicated in **Section 5.2(b)(2)**.

5.5. No Other Obligations or Uses of Available Revenues. Other than GLDED Obligations issued to fund Critical Project Components, Other Private Improvements, and to refinance Subordinate GLDED Obligations, the City will issue no other bonded indebtedness or long-term obligations secured by Available Revenues on a senior or parity basis with the GLDED Obligations until the Subordinate GLDED Obligations have been satisfied.

ARTICLE VI

SPECIAL ALLOCATION ACCOUNT; COLLECTION AND USE OF REVENUES

6.1. Special Allocation Account. There is hereby created and established a *"Special Allocation Account"* in the City's GLDED Program Fund pursuant to the Program Ordinance, and within such account there may further be created and established subaccounts for New State Revenues, Existing State Revenues, Veteran's Village Occupation Tax Revenues (as created in Ordinance 10,084 which may be amended from time to time), and any other subaccount determined appropriate in connection with issuance of GLDED Obligations. There is hereby further created and established a "*Veteran's Village Occupation Tax Revenue Subaccount*" in the Special Allocation Account. Subject to the requirements of the GLDED Act, the City will, promptly upon receipt thereof, deposit all State Revenues received from the State to the Special Allocation Account. Subject to the requirements of the GLDED Act, and other applicable laws, the City will, promptly upon receipt thereof, deposit all Veteran's Village Occupation Tax Revenues levied and collected pursuant to such Ordinance 10,084 to the Veteran's Village Occupation Tax Revenue Subaccount in the Special Allocation Account. The State Revenues and Veteran's Village Occupation Tax Revenues, together with any other amounts deposited to the Special Allocation Account by the City, are hereby pledged and encumbered for the purposes of this Agreement. Further, said State Revenues are hereby pledged and encumbered for payment of the GLDED Obligations and any Subordinate GLDED Obligations as described herein and as provided for in the Bond Indenture and other documents governing the GLDED Obligations and Subordinate GLDED Obligations. The City shall take such actions as it deems reasonable to cause the Nebraska Department of Revenue to perform all duties required to be performed with respect to allocation of State Revenues to the City, and remittance of the same to the City, pursuant to Section 77-4413(2) of the GLDED Act including, but not limited to, accurately reporting Existing State Revenues and New State Revenues. Notwithstanding the foregoing, for the purpose of easing administrative burdens, the City may, in its discretion, direct the State to transfer funds that would otherwise be deposited into the Special Allocation Account directly to the Bond Trustee for application as provided in the Bond Indenture.

(a) *Certificate of State Tax Revenues*. The City shall provide to the Developer a quarterly report, within 30 days after the end of each calendar quarter, which includes a certification of the total State Revenues received from the State and deposited to the Special Allocation Account, and shall report the amounts of Existing State Revenues and New State Revenues to the extent known, and to the extent the City is legally permitted by statute and the State Department of Revenue to report such revenues. The foregoing reporting obligation of the City shall be deemed to have been satisfied if such information is made publicly available on the City's website.

(b) *Information Required for DED Reporting*. The City will make available to the Developer information regarding building permits in the GLD to the extent publicly available and necessary for reporting by Developer to the Nebraska Department of Economic Development.

6.2. Application of Available Revenues.

(a) Available Revenues shall be applied in the manner required by this Agreement, by the Bond Indenture, and by the Program Ordinance. The City shall deduct the applicable City Administrative Fees and any other amounts as provided in the Program Ordinance from Available Revenues on deposit in the Special Allocation Account prior to the transfer of any Available Revenues to the Bond Trustee pursuant to the Bond Indenture.

(b) Following the redemption and payment in full of the GLDED Obligations and Subordinate GLDED Obligations, the City may utilize any Available Revenues that are not needed to pay the GLDED Obligations or Subordinate GLDED Obligations to pay any other costs as permitted in the GLDED Act. Further, the City may pledge Available Revenues for other obligations while the GLDED Obligations and Subordinate GLDED Obligations are outstanding so long as any such pledge or encumbrance is subordinate and inferior to the pledge for payment of the GLDED Obligations and Subordinate GLDED Obligations as provided for and described in this Agreement, the Indenture, and any other documents governing the GLDED Obligations and Subordinate GLDED Obligations.

(c) The Occupation Tax Revenues shall be deposited to the Veteran's Village Occupation Tax Revenue Subaccount in the Special Allocation Account and used to pay Qualifying Project Costs. Disbursement of the amounts held in the Veteran's Village Occupation Tax Revenue Subaccount shall be made for payment or reimbursement of Qualifying Project Costs in accordance with and subject to the provisions of Article IV of this Agreement; provided, however, disbursements from the Veteran's Village Occupation Tax Revenue Subaccount are not subject to the Minimum GLD Funding Amount nor Maximum GLD Funding Amount.

6.3. Developer Cooperation in Determining Available Revenues.

(a) The Developer (or its successor(s) in interest as an owner or owner(s) of the affected portion(s) of the Property) shall:

(1) use commercially reasonable efforts to require each retailer located in the GLD that has multiple business operations within the City to file a separate Nebraska Department of Revenue Form 10 for each location in order to separately identify and declare all sales taxes originating within the GLD;

(2) file the reports related to the GLD with the City as required by the Program Ordinance and the City's Municipal Code, and with the State Department of Economic Development as required by the GLDED Act and the Good Life Transformational Projects Act;

(3) include a provision in every new or amended lease, purchase agreement or similar agreement requiring any lessee, purchaser or transferee of real property or other user of real property located within the GLD which has been improved with proceeds of GLDED Obligations, Subordinate GLDED Obligations or other funds from the Program, other than residential property or units, that states:

> **Good Life District Taxes:** [*Tenant/Purchaser/Transferee*] acknowledges that the Premises are located in a Good Life District ("GLD") in the City of Grand Island, Nebraska (the "City") and that a portion of the State sales taxes generated by [*Tenant/Purchaser/Transferee*]'s retail sales activities will be applied toward the costs of improvements in the GLD. Upon the request of [*Landlord/Seller/Transferor*] or the City, [*Tenant/Purchaser/Transferee*] shall forward to the City monthly or quarterly, as applicable, sales tax information in a form substantially similar to the sales tax returns filed with the Nebraska Department of Revenue for its property located in the GLD. Sales tax confidentiality shall be protected by the City as required by law. [*Tenant/Purchaser/Transferee*] acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

Alternate language may be used by the Developer if such language is approved by the City Attorney, which approval shall not be unreasonably withheld, conditioned or delayed. At the

request of the City, the Developer shall provide a certification to the City confirming that a lease, purchase agreement or similar agreement includes the provisions satisfying the Developer's obligation as set forth above; and

(4) use commercially reasonable efforts to include a provision in every contract, subcontract, or other arrangement which includes the supply of materials for the Work that the party to such agreement shall deliver or cause to be delivered by any vendor such materials to a location in the GLD for purposes of reporting taxable sales of such materials, and that such party and any such vendor will report the sales of such materials as sourced to the GLD in Form 10 to the Nebraska Department of Revenue, to the extent sale of such materials is subject to Nebraska sales tax.

(b) The Developer hereby acknowledges and agrees that the City is currently prohibited from reporting any specifics regarding tax revenues generated within the GLD and, therefore, unable to provide any detail regarding amounts remitted to the City by the State.

6.4. Obligation to Report Available Revenues. Any purchaser or transferee of the Property, and any lessee or other user of the Property required to report taxable sales sourced to the GLD, shall use commercially reasonable efforts to timely furnish such documentation as is required by **Section 6.3**. So long as any GLDED Obligations or Subordinate GLDED Obligations are outstanding, the Developer shall cause such obligation to be a covenant running with the land and shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement. Notwithstanding the foregoing, the Developer shall have no liability or be deemed in default under this Agreement for the failure of any purchaser, transferee, lessee, or other user to comply with such obligations after the applicable conveyance or lease has occurred, provided that the Developer and all Related Parties have complied with their obligations under this Section.

ARTICLE VII

GENERAL PROVISIONS

7.1. Developer's Right of Termination. Once Operative but before the initial Bond Marketing Period for the initial issuance of GLDED Obligations, if the Developer determines, in its good faith business judgment that the Project is no longer economically feasible, the Developer may seek to terminate this Agreement and its obligations hereunder (except for those Developer obligations which expressly survive termination). Developer shall provide no less than 30 calendar days written notice to the City and will include in their notice all evidence on which the Developer reasonably relies in making such determination it wishes the City to evaluate in determining whether competent evidence exists to support voluntary termination by the Developer. The City shall evaluate such materials within 30 calendar days and, in the event the City concurs with Developer's determination, which concurrence shall not be unreasonably withheld, conditioned or delayed, the City shall provide written confirmation of such occurrence, effect as of the date the Developer provided its notice of termination, and the City shall be entitled to immediate possession of any real property for which an active reversion interest remains. Termination of this Agreement shall not constitute the termination of any other agreement between the parties unless expressly provided therein or agreed to in writing by the parties. In the event the City reasonably determines that the Developer has not acted in good faith or has failed to provide commercially reasonably supporting documentation, the City shall be entitled to make claim against the Developer and against Developer's payment or penal bonds under any associated and ancillary agreements, but agrees not to seek to compel specific performance of construction or development work. Should Developer exercise this right,

Developer, and its Related Parties or assigns, waive any claims against the City arising solely from the termination of this Agreement; provided that nothing herein shall waive any claim arising from the City's willful misconduct, breach of this Agreement, or the City's obligations expressly surviving termination.

Should the Developer determine, after the completion of the Critical Project Components but before making any draw against the Subordinate GLDED Obligations, that the remaining portions of the Project are no longer economically feasible, Developer may terminate the remainder of the Agreement upon 30 calendar days written notice to the City (excepting those Developer obligations which may expressly survive termination). Both parties will remain obligated to any portions of this Agreement related to completion of the Critical Project Components, but the City may not bring cause of action to compel specific performance of construction or development work beyond the Critical Project Components. Developer, and its Related Parties or assigns, waive only those claims or causes of action against the City which do not arise solely related to the Critical Project Components**,** and understand and acknowledge that such termination would terminate all City obligations with respect to all portions of the Project except the completed Critical Project Components, including any pledges or commitments related to the GLDED Program Fund, Local Sources of Revenues or Subordinate GLDED Obligations.

For purposes of this Section, ~~'~~"no longer economically ~~feasible'~~feasible" means that, in the Developer's reasonable business judgment, the Project is not expected to achieve the return on investment reasonably anticipated due to changes in financing costs, construction costs, interest rates, market conditions, governmental requirements, supply chain disruptions, labor costs, tax policy, or other circumstances beyond the Developer's reasonable control.

7.2. City's Right of Termination. The City may terminate this Agreement at any time if the Developer defaults or breaches any material provision of this Agreement and fails to cure such default or breach pursuant to **Section 7.6** (subject to extension in accordance with **Section 7.7**), or materially breaches any representation or warranty contained herein provided, however, that following the expiration of any applicable cure period, including any extension thereof pursuant to **Section 7.7**, the City shall provide the Developer with a second written notice stating the City's final determination that the Developer remains in material default or breach and that the City has elected to terminate this Agreement. Such termination shall not be effective unless and until the City provides such second written notice to the Developer and thirty (30) days have elapsed following the Developer's receipt thereof. During such thirty (30)-day period, the Parties shall meet and confer in good faith to determine whether there are alternative means to cure, resolve, or otherwise remedy the applicable default or breach and thereby avoid termination of this Agreement.

The City is entitled to treat failure to maintain any required insurance or bonds as a material breach regardless of any other provisions of this Agreement, subject to any Developer, and its Related Parties or assigns, right to cure. Notice of termination sent by the insurer shall constitute the initial notice by the City; provided, however, that termination shall be subject to the second notice, thirty (30)-day period, and meet-and-confer requirements set forth above.

7.3. Results of Termination. If this Agreement is terminated in whole or in part pursuant to **Section 7.1** or **Section 7.2** or **Section 2.5**, then the following provisions shall apply, which provisions shall survive termination of this Agreement: (i) the City shall have no further obligation to approve any additional Certificate of Qualifying Project Costs pursuant to this Agreement, or approve any additional draw on GLDED Obligations or on Subordinate GLDED Obligations (however, any previously issued GLDED Obligations and any principal amount of Subordinate GLDED Obligations which have been drawn will remain outstanding and payable from Available Revenues as provided in the Bond Indenture) and (ii) the Developer shall have no obligation to incur additional Project Costs or continue construction of the Project after the effective date of such termination.

7.4. Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder (except as expressly stated in this Agreement), shall terminate and shall become null and void on that date which is the earliest of (a) the final maturity date of all GLDED Obligations and Subordinate GLDED Obligations, (b) the payment of all Qualifying Project Costs and the retirement in full of all GLDED Obligations and Subordinate GLDED Obligations, or (c) a termination of this Agreement pursuant to **Section 7.1, Section 7.2, Section 2.5 or Section 3.2 (c)(v)(4)**.

7.5. Successors and Assigns; Limitations on Use.

(a) *Successor and Assigns.*

(1) This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective successors and assigns.

(2) Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after development of the Project, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement).

(b) *Nonrevenue Producing Use.* The Developer shall not cause disbursement of funds from the GLDED Program (whether cash, Bond Proceeds or Subordinate GLDED Obligations) which would result in more than twenty percent (20%) of "Eligible Costs" under the Program Ordinance to be disbursed for Nonrevenue Producing Costs. It is expected that none of the expenditures for the Critical Project Components will be Nonrevenue Producing Costs, except for the cost of site work properly allocable to portions of the Other Private Improvements which are expected to be Nonrevenue Producing Costs. Such expectations are based solely on the representations by Developer to the City that all such Critical Project Components when constructed either (i) will be publicly owned infrastructure in publicly dedicated right of way or ~~publicly~~public easements, or (ii) are expected to be used in the operation of one or more businesses expected to generate local sources of revenue for the Program.

7.6. Cure of Default. In addition to the remedies outlined in **Section 7.1** for a Developer declared termination and except for events specifically designated as termination events, in the case of default in or breach of any material term or condition of this Agreement by either party, the defaulting or breaching party shall, upon written notice from the other party specifying such default or breach, cure or remedy such default or breach within 30 days after receipt of notice (or such longer period as shall be reasonably required to cure such default, provided that (a) the breaching party has commenced such cure within such 30 day period, and (b) the breaching party diligently prosecutes such cure to completion). If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied as provided above, the City or Bond Trustee(s) may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party or to terminate this Agreement.

7.7. Extensions of Time for Performance.

(a) Upon satisfaction of the provisions of paragraph (b) of this Section, neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; acts of terrorism; war or globally significant hostilities involving deployment of U.S. armed forces; lack of issuance, determination, or denial of any permits and/or legal authorization by the governmental or public utility entity necessary for the Developer to proceed with construction of the applicable portion of the Work (but only if the Developer files all necessary documentation relating thereto in a timely manner considering the dates set forth in **Section 3.2** of this Agreement); supply chain disruption or scarcity of materials that result in suspension of work at the Project; natural disasters and declared federal, state or local emergencies which result in the suspension of work at the Project; spread of disease, pandemic, or other public health issues resulting in a government-imposed suspension of work at the Project; or other causes beyond the reasonable control of the party required to perform, including, but not limited to, legislative actions or injunctive orders resulting from third party litigation which mandates a suspension of work on the Project or affecting the validity of the GLD, the GLDED Program, or this Agreement. Notwithstanding the foregoing, the parties agree that Developer's financial conditions, lender restrictions, lack of tenant interest, lower than expected or incomplete remittances of State Revenues, lower than expected Occupation Tax Revenues, and similar conditions or events do not and will not constitute events of force majeure hereunder. The parties further agree that, to the best of their knowledge, no event of force majeure exists at the time of execution of this Agreement.

(b) No event under (a) shall be deemed to exist (1) as to any matter that could have been avoided by the exercise of due care in accordance with industry standards (including, without limitation, ordering of materials with appropriate lead times), (2) as to any matter unreasonably sustained by the Developer, and (3)(i) unless the Developer uses good faith efforts to provide the City Administrator with a written notice within 30 days of the applicable Developer's knowledge of the commencement of such claimed event specifying the event of force majeure, or (ii) the Developer demonstrates to the City Administrator's reasonable satisfaction that the Developer has diligently pursued its obligations under this Agreement, but for reasons beyond the Developer's control, has been unable to complete such obligations within the time specified in this Agreement. Times for performance shall be extended only for the amount of delay resulting from the event of force majeure.

7.8. Notices. Any notice, demand or other communication required by this Agreement to be given by one party hereto to another shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, delivered personally, or transmitted electronically (and receipt confirmed by telephone):

(a) If to the City:

City of Grand Island
100 East First Street
Grand Island, Nebraska 68802
Attention: City Administrator

with copies to:

City of Grand Island
100 East First Street
Grand Island, Nebraska 68802
Attention: City Attorney

and

Gilmore & Bell, P.C.
2120 South 72nd Street, Suite 1000
Omaha, Nebraska 68124
Attention: Michael Rogers

(b) If to the Developer:

Woodsonia GI GLD, LLC
Drew Snyder / Mitch Hohlen / General Counsel
20010 Manderson Street, Suite 101
Elkhorn, NE 68022

with a copy to:

Seacrest & Kalkowski PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508
Attention: Kent Seacrest

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph. A duplicate copy of each notice or other communication given hereunder shall be given to each other party.

7.9. Conflict of Interest. No member of the City Council, the Mayor, or portion of the City's administrative departments who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the GLD, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation, partnership or other entity in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City Attorney for evaluation of such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein ~~proscribed~~described.

7.10. Insurance; Damage or Destruction of Project.

(a) The Developer will provide, or Developer will cause its assigns, contractors, subcontractors, or successors in interest to provide, insurance as hereinafter set forth at all times during the process of constructing the Work and continuing so long as any GLDED Obligations and Subordinate GLDED Obligations are outstanding. Failure to maintain insurance as required herein shall constitute a

material breach of this Agreement. The Developer shall no less than once every six months, furnish the City with proof of payment of premiums on:

(1) Commercial liability insurance with coverages of not less than $1,000,000 per claim, $5,000,000 per occurrence; and

(2) Workers' Compensation insurance, with statutorily required coverage.

(3) Property Insurance in an amount sufficient to cover replacement cost of all structures for which all, or part, of the cost of construction has been submitted as a Qualifying Project Cost.

(b) The policies of insurance required pursuant to clause (1) above shall be in form and content reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State with a financial strength rating of not less than A- and a financial size category of not less than VIII as designated in the most current available "Best's" insurance reports. The policies of insurance delivered pursuant to clause (1) above shall name the City as an additional insured, shall be primary and non-contributory with respect to any insurance maintained by the City, and shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. The Developer shall deliver or cause to be delivered to the City evidence, in the form of certificates of insurance, of all insurance to be maintained hereunder. The certificates of insurance shall state that "the City of Grand Island is an additional insured on a primary and non-contributory basis."

(c) These covenants are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.

(d) Developer may furnish to the City proof that Property Insurance as required in (a) is being provided by a third party engaged in construction of any project component being paid in full or in part through Available Revenues. However, Developer is not relieved of their obligation to maintain separate Property Insurance unless proof is provided that the third-party coverage meets all requirements of (b) and that premiums have been pre-paid for said coverage for no less than six months, and that both the City and Developer are named as additional insureds on a primary and non-contributory basis; and the City has acknowledged that said third-party coverage is satisfactory.

(e) Developer agrees to require of all assigns, contractors, subcontractors, or successors in interest that they maintain insurance as required by the City in the same manner as is required of the Developer in (a).

7.11. Inspection. The City may conduct such periodic inspections of the Work as may be authorized in the Municipal Code or other provisions of law, regulation or ordinance. In addition, the Developer shall allow other authorized representatives of the City access to the site from time to time upon reasonable advance notice for inspection of the portions of the Critical Project Components which are to be publicly dedicated or otherwise owned by the City. The Developer shall also allow the City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of their respective portions of the Work as the City determines is reasonable and necessary to verify the applicable Developer's compliance with the terms of this Agreement. The Developer shall advise each contractor for the Project of the contractor's obligations under the Municipal Code regarding permits and inspections.

7.12. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State for all purposes and intents. Any action arising out of, or concerning, this Agreement shall be brought only in the District Court of Hall County, Nebraska. All parties to this Agreement consent to the jurisdiction and venue of such court.

7.13. Entire Agreement; Amendment. The parties agree that this Agreement, together with the other agreements, instruments, and documents expressly referenced, described, or contemplated herein, constitutes the entire agreement among the parties and that no other agreements or representations other than those contained in this Agreement or in such other agreements, instruments, and documents have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

7.14. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

7.15. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

7.16. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

7.17. Actions Contesting the Validity and Enforceability of the GLDED Program.

(a) If a third party who is not affiliated in any way with the Developer, its contractors, its assigns, or its successors in interest, brings an action against the City or the City's officials, agents, employees or representatives contesting the validity or legality of the GLDED Program, the Project, the GLDED Obligations, the Subordinate GLDED Obligations or this Agreement, the Developer may, at its option, pay all legal expenses incurred by the City in facilitation of defense of the causes of action listed above but shall not be entitled to select counsel on behalf of the City. Developer may, at their own discretion, seek participation in said cause of action as may be permitted by law or court order. In the event Developer opts to jointly participate in any litigation, the City agrees to promptly meet and confer with Counsel for the Developer to the extent possible and the parties will, when possible, work to present a cooperative defense or prosecution. In no event may Developer settle or compromise any claim or action without the prior approval of the City. The City agrees not to unreasonably withhold consent to settlement of any claim which is brought only against the Developer and does not reasonably impact the rights or responsibilities of the City. Developer agrees that any legal expenses arising out of this Section incurred by the City that are not paid by the Developer are costs that may be paid from administrative charges against the Program Fund (as permitted by the Program Ordinance, and any restriction on administrative charges in this Agreement or in any other agreement shall not apply to such legal expenses arising out of this Section incurred by the City), under the provisions in the Bond Indenture for extraordinary costs, or from Subordinate GLDED Obligations. All costs of any such defense, whether incurred by the City, or the Developer(s) with consent of the City, shall be deemed to be Qualifying Project Costs and reimbursable from any amounts in the Special Allocation Account, subject to **Article IV** hereof. Nothing in this Agreement shall constitute an obligation by the City to defend the validity or legality of the GLDED Program, the Project, the GLDED Obligations, the Subordinate GLDED Obligations, or this Agreement if challenged by a third party. However, if the City and the Developer mutually agree to defend or prosecute such claim or action, the City shall reasonably cooperate with the Developer, including executing pleadings, affidavits, and other documents and providing such participation as may be reasonably necessary to support

such defense or prosecution. The City shall not voluntarily take any action or assert any position in such litigation that is materially adverse to the validity or enforceability of the GLDED Program, the Project, the GLDED Obligations, the Subordinate GLDED Obligations, or this Agreement without first consulting with the Developer. In the event the City and the Developer are unable to agree on whether to defend or prosecute such litigation, neither party shall be obligated to do so; provided, however, that the City shall not affirmatively support the challenge or otherwise take any position adverse to the validity or enforceability of the GLDED Program, the Project, the GLDED Obligations, the Subordinate GLDED Obligations, or this Agreement.

(b) In addition, if a third party brings an action against the City or the City's officials, agents, employees or representatives with respect to any other matter as to which the Developer is obligated to indemnify pursuant to **Section 7.18(b)**, the Developer must fund those expenses and may not consider those a Qualifying Project Cost. In the event Developer defaults on its indemnification obligations, the City may fund all costs of litigation as a Qualifying Project Cost from the Subordinate GLDED Obligation or may seek other remedy allowed by law.

7.18. Release and Indemnification.

(a) *Releases.* Notwithstanding anything herein to the contrary, the City and its elected officials, officers, agents, servants, employees and independent contractors shall not be liable to the Developer for any damages or losses (including injuries and deaths) (1) resulting from any part of the GLDED Act, or any resolution or ordinance adopted in connection with either the GLDED Act, this Agreement or the GLDED Program, being declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof, (2) occurring at or about or resulting from the construction of the Work and the maintenance of the Property, except to the extent caused by the negligence, willful misconduct, breach of this Agreement, or willful and material violation of applicable law and fraud by the City or its officers, employees, agents, contractors, or representatives, or (3) resulting from any lawful decision made or position taken by the City relating in any manner whatsoever to this Agreement, the GLDED Program, the Project, the Approved Site Plans, the Work or the Property. The Developer hereby acknowledges and agrees that (i) all covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its elected officials, officers, agents, servants or employees in their individual capacities and (ii) no official, employee or representative of the City shall be personally or professionally liable to the Developer resulting from actions in his or her official capacity on behalf of the City.

(b) *Indemnifications.* The Developer covenants and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, agents, servants, employees and independent contractors from and against any third party loss or damage to property or any injury to or death of any person:

(1) in connection with the construction of the Work or the design and construction of the Project, including but not limited to Developer's placement of hazardous wastes, hazardous materials or other environmental contaminants on the Property;

(2) resulting from the negligence or willful misconduct of the Developer, or its employees, agents or independent contractors; or

(3) resulting from the Developer's violation of any state, federal or local environmental law, regulation or ordinance applicable to the Property.

The indemnification provided under this Section includes all costs of defense, including attorneys' fees, interest fees and other penalties. Notwithstanding anything to the contrary contained herein, the indemnifications provided in this **Section 7.18** will not extend to any matters (i) arising out of or as a result of the negligence or willful misconduct of the City or its elected officials, officers, agents, servants, employees and independent contractors; or (ii) arising from any hazardous wastes, hazardous materials, environmental contaminants, or other environmental condition existing on, under, or affecting the Property prior to the Developer's acquisition or control of the applicable portion of the Property.

(c) The releases and indemnifications contained in this Section shall survive termination, assignment, or expiration of this Agreement, but nothing in this Agreement (including **Section 7.19**) shall be construed to require the Developer to indemnify the City, its elected officials, officers, employees, agents and independent contractors for any claims related to actions or events that occur in whole after the termination of this Agreement.

7.19. Survival. Notwithstanding anything to the contrary in this Agreement, the following provisions shall survive the expiration or termination of this Agreement: **Sections 2.5(h), 4.3, 5.2(b)(4), 5.5, 6.1, 6.2(a), 6.2(b), 6.3, 6.4, 7.3, 7.5, 7.6, 7.8, 7.10, 7.11, 7.12, 7.16, 7.17, 7.18, 7.20, 7.22, 7.23, 7.24** and **8.4**; provided, however, **Sections 5.5**, **6.1, 6.2(a), 6.2(b), 6.3, 6.4** and **7.17** shall survive only for so long as any GLDED Obligations or Subordinate GLDED Obligations remain outstanding.

7.20. Maintenance of the Property. Until the earlier of (i) June 1, 2054, or (ii) the termination of this Section pursuant to the terms of this Agreement, and solely with respect to those portions of the Project funded, in whole or in part, with State Revenues or Occupation Tax Revenues or other funds from the Program, the Developer shall keep such portions of the Project in a clean, sightly and healthy condition, and in good repair, consistent with the description of the Project in **Section 3.9**; provided that, upon acceptance of the public infrastructure improvements by the City or other political subdivision or public utility, such portion of the Work shall be maintained by the City or other entity as provided by law. The Developer shall promptly repair any damage, excessive wear and tear, or decay on such portions of the Project while under the control of Developer or a Related Party consistent therewith, and provide for regular maintenance therefor, including but not limited to mowing, landscaping, snow removal, litter cleanup, waste removal, and the like. Such portions of the Project shall remain in compliance with all provisions of the Municipal Code relating to maintenance and appearance during the construction of the Project or any portions thereof. The obligations under this Section shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

7.21. Enforcement of Agreement. Subject to any applicable notice and cure rights provided under this Agreement, in the event of a breach or threatened breach of this Agreement for which monetary damages would not provide an adequate remedy at law, a party may seek specific performance, injunctive relief, or other appropriate equitable relief, but only to the extent such relief is available and warranted under applicable law. Nothing in this Section shall be construed as establishing that any breach or threatened breach of this Agreement necessarily constitutes irreparable harm or otherwise entitles a party to specific performance, injunctive relief, or any other equitable remedy. All rights and remedies available to the parties under this Agreement or applicable law shall remain subject to any limitations expressly set forth in this Agreement.

7.22. Recording of Agreement. The Developer shall cause the obligations arising pursuant to this Agreement to be a covenant running with the land by recording this Agreement or a memorandum of this Agreement in the real estate records of Hall County, Nebraska. Upon the expiration or termination of this Agreement, the City will, at the expense and request of the Developer, join with the Developer to execute and record a notice of such expiration or termination in the real estate records of Hall County. Upon

transfer of any residential lot to an individual homeowner, each such lot shall automatically be released from and no longer subject to this Agreement and all covenants and obligations hereunder that run with or otherwise bind such lot, without the necessity of any further action, consent, written release, or other instrument by any party. To the extent a written termination is required for any such release for any reason, the City will, at the expense and request of the Developer, join with the Developer to execute and record a partial termination for each such residential lot and its owner.

7.23. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity, a waiver of any protections afforded the City by the Nebraska Political Subdivision Tort Claims Act, or a waiver of other protections of the City afforded by law. Nothing in this Section shall limit, impair, or prevent the Developer from bringing or maintaining a contract action against the City to enforce any covenant, agreement, obligation, representation, or commitment expressly undertaken by the City under this Agreement, or from pursuing any remedy available under this Agreement or applicable law arising from the City's breach or default thereof.

7.24. No Third-Party Beneficiaries. This Agreement constitutes a contract solely between the City and the Developer. No third party shall be deemed a third-party beneficiary of this Agreement; provided, however, that nothing herein shall limit any rights or benefits expressly granted under this Agreement to the Developer's Related Parties.

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES

8.1. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof:

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(b) *No Litigation*. To the best of the City's knowledge, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City with respect to the Project or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of, the terms and provisions of this Agreement.

(c) *Governmental or Corporate Consents*. No additional consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(d) *No Default*. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both,

would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

(e) *Deposit and Availability of State Revenues*. From and after the Operative Date, as contemplated in **Section 2.1** of this Agreement, except for the Holdback and subject to the terms of any Bond Indenture or other provisions related to GLDED Obligations or Subordinate GLDED Obligations, the City shall make all amounts in the Program Fund and Special Allocation Accounts available to reimburse Qualifying Project Costs as contemplated in **Section 2.3(d)** of this Agreement.

8.2. Representations of the Developer. The Developer makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(b) *No Litigation*. No litigation, proceedings or investigations are pending or, to the Developer's actual knowledge, threatened against the Developer, any Related Party, or any member of the Developer, with respect to the Project or against the Project. In addition, no litigation, proceedings or investigations are pending or, to the Developer's actual knowledge, threatened against the Developer, any Related Party, or any member of the Developer, seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer, any Related Party, or any member of the Developer, to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, any Related Party, or any member of the Developer, of the terms and provisions of this Agreement, other than as disclosed in writing to the City prior to the date of this Agreement.

(c) *Governmental or Corporate Consents*. To the Developer's actual knowledge, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, except for consents that must be secured subsequent to the execution of this Agreement.

(d) *No Default*. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument related to the Developer's ability to perform pursuant to this Agreement to which the Developer is a party or by which the Developer is or may be bound.

(e) *Compliance with Laws*. With respect to its ability to perform pursuant to this Agreement, the Developer is, to Developer's actual knowledge, in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(f) *Accuracy of Project Data*. The Developer has provided certain financial and other information regarding the Project (the ***"Project Data"***) to the City and its consultants. The parties agree that project costs, project rents and other financial information included within the Project Data have changed and will further change as the Project evolves from concept to completion, and such changes may be material. Accordingly, the Developer cannot and will not make any representation that the Project Data previously provided is currently true and accurate. Nevertheless, the Developer represents that (1) the most recently supplied Project Data was, to Developer's actual knowledge, information and belief, developed and provided in good faith and includes a good faith representation of the Developer's estimate of anticipated development costs and (2) to Developer's actual knowledge, information and belief, the Concept Site Plan attached as **Exhibit B** hereto is a good faith representation of the uses ~~for~~ identified therein.

(g) *Related Party*. Developer hereby represents, covenants and agrees that Developer is a Related Party to Woodsonia Real Estate, Inc. as defined in Neb. Rev. Stat. §77-~~403~~4403(13), and acknowledges that this Agreement is being made with Developer rather than Woodsonia Real Estate, Inc., solely on the basis of such representation. Any inaccuracy contained in the representation in this subsection (g) shall be a material misrepresentation for purposes of this Agreement. This Agreement must be executed both by Woodsonia Real Estate, Inc., and Woodsonia GI GLD, LLC.

8.3. Contractual Liability Insurance.

(a) The Developer shall provide evidence (in form and substance reasonably acceptable to the City Attorney) that the insurance policy referenced in **Section 7.10(a)(1)** or another applicable policy includes contractual liability insurance covering the Developer's obligations to indemnify the City, as provided in this Agreement, by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of "A-" or better).

(b) Simultaneously with the delivery of this Agreement and annually thereafter prior to the acceptance or deemed acceptance of the Certificate of Substantial Completion, the Developer shall provide to the City Attorney evidence of continued insurance demonstrating compliance with paragraph (a). The Developer agrees to provide immediate written notice to the City when the cancellation, termination, expiration or modification of the applicable contractual liability policy occurs.

(c) For purposes of the Program Ordinance, Developer certifies it is able to obtain a performance bond in an amount sufficient to guarantee performance of all deliverables for which any funds from the Program are requested. Developer agrees to obtain or cause to be obtained Builders Risk policies for the Sports Complex in sufficient amount to fund replacement cost of any structure or improvement built with funds from the Program. Developer may satisfy its obligation to demonstrate they have, or are able to obtain, said coverage either directly, or by requiring any contractor, subcontractor, or related party to list the City as an additional claimant on said policies or bonds under such terms and conditions as may facilitate claims sufficient to remedy performance. Developer agrees to obtain and maintain any performance, payment, or penal bonds as may otherwise be required by law or by the terms and conditions of other ancillary agreements. Unless defined elsewhere, labor and material payment bond or bonds shall have the same meaning as is contained in Neb. Rev. Stat. §52-118 et seq and §52-141 et seq, penal bonds shall have the same meaning as is contained in Neb. Rev. Stat. §18-2151, and performance bonds must be compliant with 40 CFR §264.11 (c), 264.143(c) or 264.145(c) and will be subject to the same rating requirements as noted in **Section 7.10(b)**. The Developer shall deliver to the City proof of coverage or ability to obtain coverage for all required performance bonds within 90 days of written request by the City.

8.4. City Covenant Regarding Available Revenues and Occupation Tax Revenues. The City represents, warrants, and covenants that it shall not approve, commit to, or fund any other third-party GLD or Occupation Tax application or project, or pledge, reserve, allocate, transfer, encumber, or otherwise use or make available any Available Revenues or Occupation Tax Revenues for the benefit of any other applicant or project until Developer has received the Maximum GLD Funding Amount; provided, however, that nothing in this Section shall be construed to create an independent or unconditional obligation of the City to pay or provide any amounts except from the Available Revenues and Occupation Tax Revenues actually received by and legally available to the City for such purposes, and otherwise in accordance with the terms and conditions of this Agreement. The City shall preserve and apply the Available Revenues and Occupation Tax Revenues in accordance with the priorities and obligations established under this Agreement and shall not take, or fail to take, any action that would circumvent or materially impair such priorities or obligations.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF GRAND ISLAND, NEBRASKA, a first-class city and political subdivision of the State of Nebraska

By: _____
Roger Steele, Mayor

(SEAL)

ATTEST:

_____
City Clerk

STATE OF NEBRASKA)
) SS
COUNTY OF HALL)

On this __ day of _____, 2026, before me appeared **ROGER STEELE**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF GRAND ISLAND, NEBRASKA**, a first-class city and political subdivision of the State of Nebraska.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

(SEAL)

My Commission Expires:

WOODSONIA GI GLD, LLC, a Nebraska limited liability company

By: _____
Name:
Its: Manager

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this ___ day of _____, 2026, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Manager of **Woodsonia GI GLD, LLC**, a Nebraska limited liability company, and that he is authorized to sign the foregoing instrument on behalf of said limited liability company, and acknowledged to me that he executed the within instrument as said limited liability company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

(SEAL)

My Commission Expires:

_____

The undersigned Woodsonia Real Estate, Inc., as a Related Party to Developer and the party which submitted the initial application for funding from the Program, hereby agrees to the terms of the foregoing Agreement as a Related Party, and has caused this Agreement to be executed and attested as to the date first above written.

WOODSONIA REAL ESTATE, INC., a Nebraska CORPORATION

By: _____
Name:
Its:

STATE OF NEBRASKA)
) **SS**
COUNTY OF DOUGLAS)

On this ___ day of _____, 2026, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of **Woodsonia Real Estate, Inc.**, a Nebraska corporation, and that he is authorized to sign the foregoing instrument on behalf of said corporation, and acknowledged to me that he executed the within instrument as said corporation's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

(SEAL)

My Commission Expires:

_____

EXHIBIT A-1

Legal Description of Veteran's Village Property (full boundary)

TRACT DESCRIPTION

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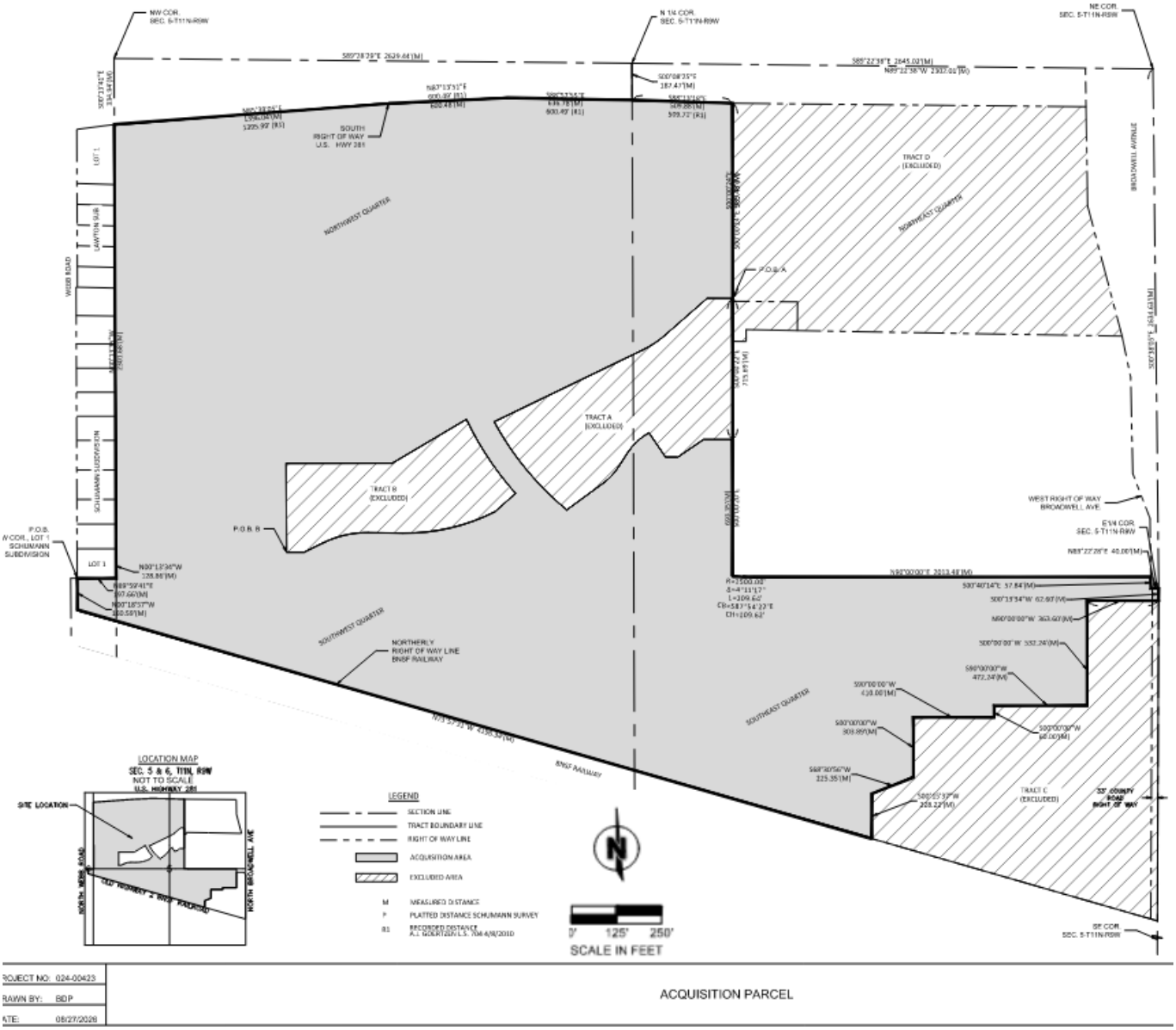

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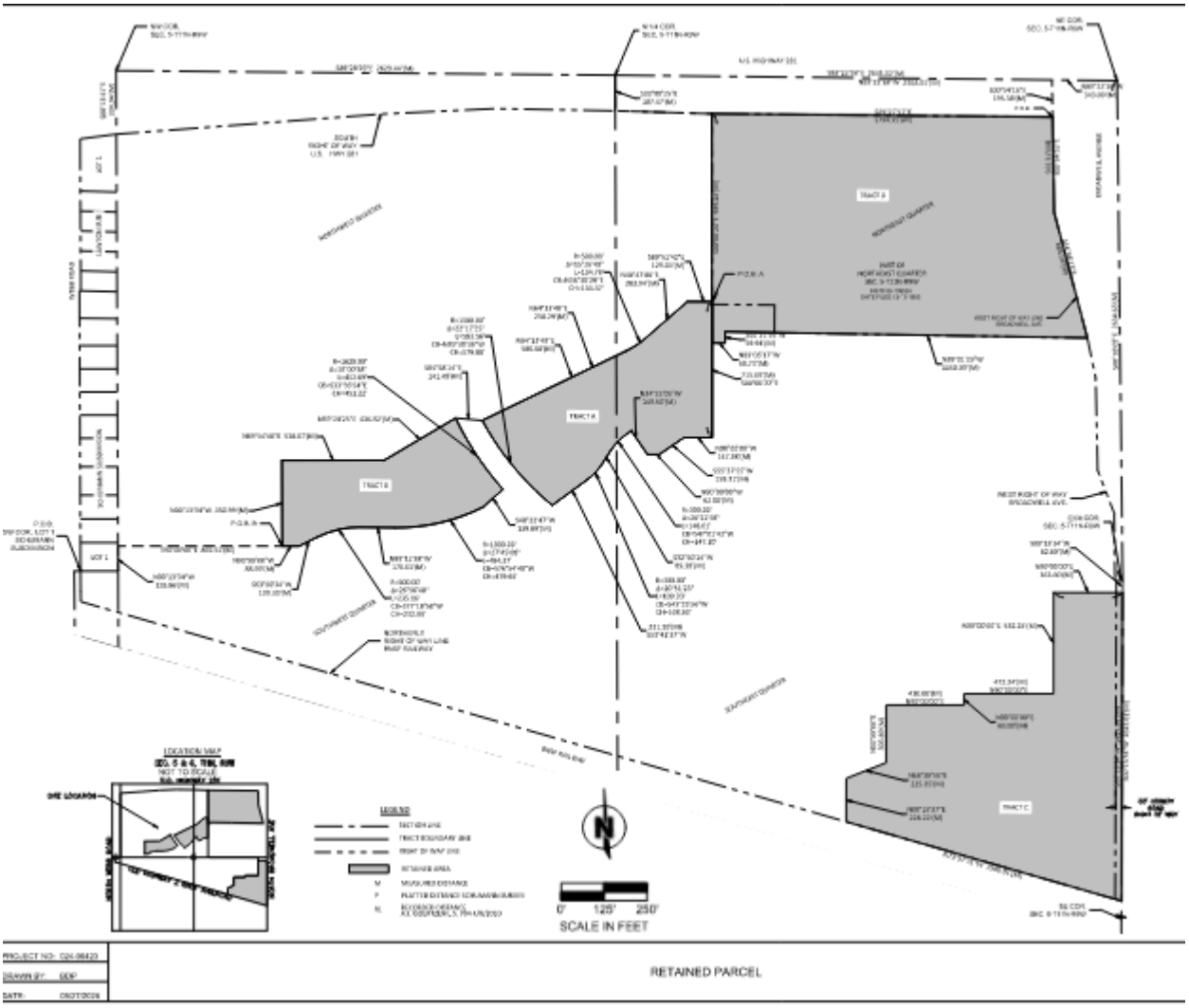

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EXHIBIT A-2
DESCRIPTION OF PROJECT

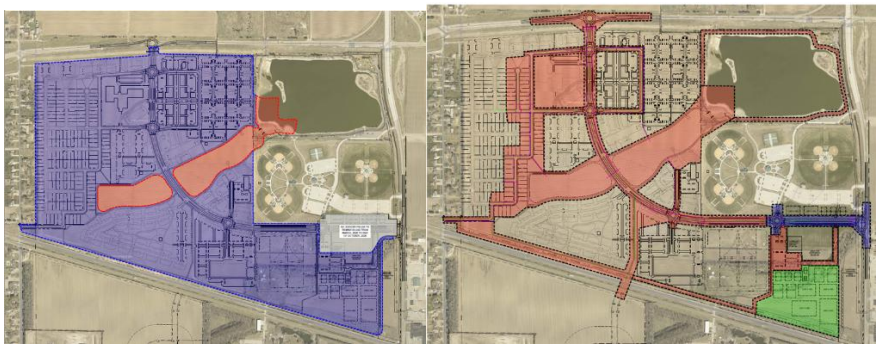
Critical Project Components

Site Work

Developer will oversee the design and construction of, and complete all of the following work in accordance with Grand Island Public Works Standards and consistent with the Concept Site Plan:

1. Mass site grading / Eagle Scout Lake Expansion / Landscaping / site clean up
2. Public roads, sanitary sewer, storm sewer, power, gas, electricity.
3. At least 2 miles of walking trail expansions, connected to existing City trail infrastructure.
4. Amphitheater
5. Public fishing pier
6. Pedestrian bridge
7. Site work for the Aquatics Center / Relocation of soccer fields / Amphitheater parking lot

Site work illustrated below:





Sports Complex

Developer will oversee the design and construction of, and complete the state-of-the-art Sports Complex, which shall include the Key Indoor components and Key Outdoor components described below, consistent with the Concept Site Plan and the Architectural Renderings presented to City Council on June 2, 2026.

A. Key Indoor components (Approximately 165,000 square feet of finished space):

1. 16 volleyball courts
2. 8 basketball courts
3. Concessions / meeting rooms / seating / bathroom facilities
4. Parking facilities
5. 8 Pickleball Courts
6. 25,000 SF Indoor Turf

B. Key Outdoor components:

1. Artificial turf multi-sport fields, including full size baseball, softball, soccer, football, lacrosse, and field training facilities.
2. Paved parking facilities
3. Bathroom and concession facilities

Aquatics Center

The Aquatics Center, though a ~~critical project component~~Critical Project Component, will not constitute an obligation for Developer. Developer's obligations will be limited to the development

of mass grading and parking facilities which may be needed to ensure delivery of a Pad Ready site for third party construction and operation. Pad Ready site will be developed for a building of approximately 100,000 sq ft. with sufficient utility access and infrastructure (including public roads, sanitary sewer, storm sewer, power, gas, electricity and other Site Work as contemplated under the Site Work heading in this Exhibit A-2) to serve an aquatics center and associated YMCA facility on the Concept Site Plan.

Developer agrees that revenue sufficient to generate $22,000,000 from the issuance of GLDED Obligations shall be reserved for support of said construction and may be delivered directly to the third party if such direct deliverance results in increased net proceeds available to the initial round of funding.

Developer will convey the Pad Ready site for the Aquatics Center identified on the Concept Site Plan to or for the benefit of the YMCA.

School Ground

Developer will convey the School Ground in Pad Ready condition at the location identified on the Concept Site Plan to or for the benefit of Grand Island Public Schools to be +/- 11 acres.

Construction and Delivery

1. All infrastructure improvements shall be designed and constructed to specifications for full buildout of all phases of the Project as generally indicated in the Concept Site Plan and shall meet the City's standards required for acceptance as public infrastructure. The City Engineer shall retain all authority to provide this certification.
2. At no point shall the City's existing sports complex facilities at Veteran's Village be decommissioned, substantially disrupted, or be made unavailable between May 1 through October 1 of any year unless and until replacement facilities have been placed in service to the City's reasonable satisfaction.
3. Developer will at all times convey temporary easements, permanent easements, and right-of-way as may be necessary to facilitate the construction and acceptance of public infrastructure, utility services, or other public works necessities.
4. The City shall reasonably cooperate in providing or granting to the appropriate infrastructure provider such temporary easements, permanent easements and licenses as are reasonably necessary to allow the installation, operation, maintenance, repair and replacement of infrastructure within the City rights-of-way, subject to applicable law, the City's customary approval procedures and requirements, and the City's reasonable determination that such easements or licenses do not materially interfere with the use, operation, or maintenance of the City rights-of-way.

Other Private Improvements (Not Critical)

The "Other Private Improvements" shall mean the improvements generally depicted and labeled as "Other Private Improvements" on the Concept Site Plan and allowed by the City's zoning ordinances and are proposed subordinate obligation improvements such as commercial, retail, mixed-use, multi-family housing, single-family housing, and other revenue producing development.

EXHIBIT B

CONCEPT SITE PLAN



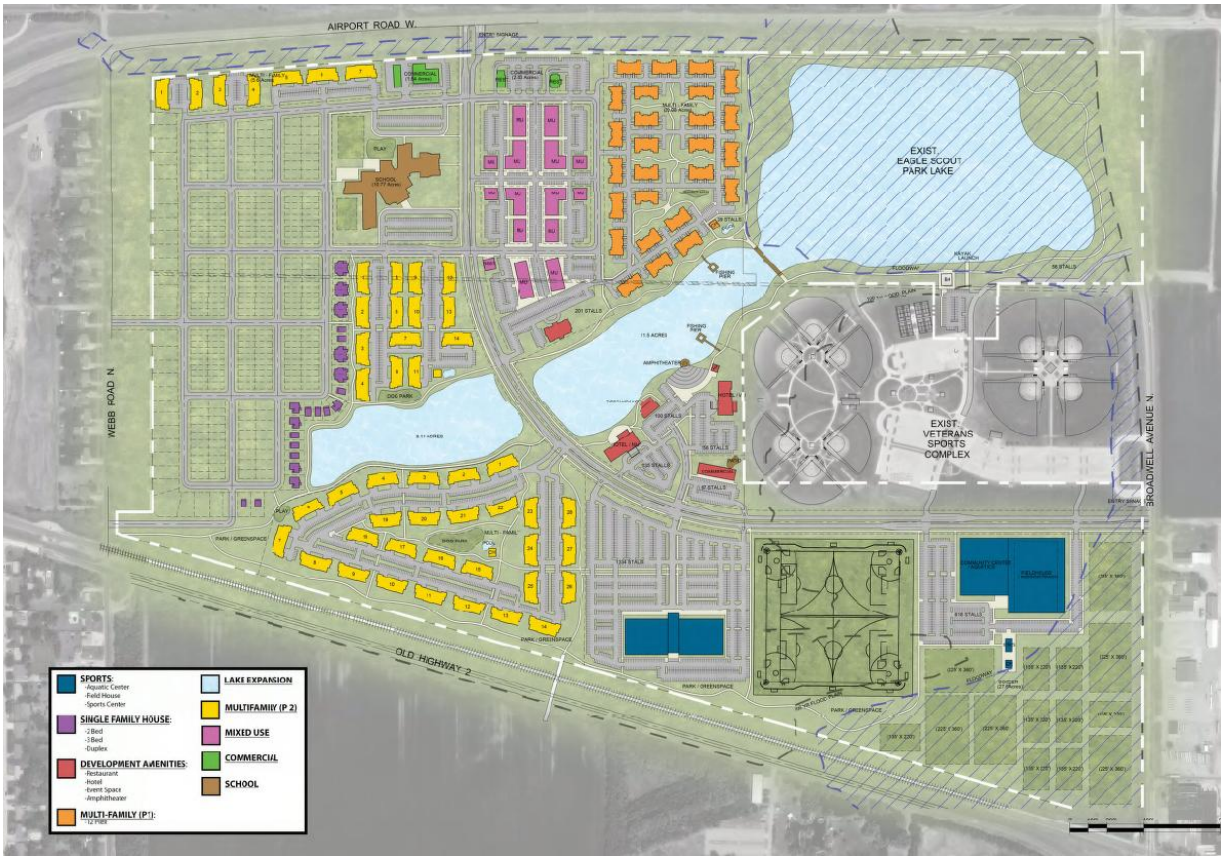


EXHIBIT C

PROPOSED FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

Certificate of Substantial Completion

The undersigned, _____ (the "Developer"), pursuant to that certain Agreement dated as of _____, 2026, between the City of Grand Island, Nebraska (the "*City*") and the Developer (the "*Agreement*"), hereby certifies to the City as follows:

1. That as of _____, 20___, the _____ portion of the Work (as such term is defined in the Agreement) identified in the Agreement has been substantially completed in accordance with the Agreement.

2. Such portion of the Work has been performed in a workmanlike manner and in accordance with the Construction Plans (as defined in the Agreement) and, if including public infrastructure, has been certified by the City Engineer as meeting the criteria needed for public acceptance.

3. Lien waivers for such portion of the Work have been obtained.

4. This Certificate of Substantial Completion is accompanied by one or more architect's or engineer's certificate(s) of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** [to be attached prior to submission to the City] and by this reference incorporated herein, certifying that such portion of the Work has been substantially completed in accordance with the Construction Plans and the Agreement.

5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the portion of the Work identified above.

6. The City's acceptance shall evidence the satisfaction of the Developer's agreements and covenants to perform the portion of the Work identified above. In the event the City fails to respond or to object in writing to this proposed Certificate as required and provided by **Section 3.11(b)** of the Agreement, the Developer may pursue the remedies provided in **Section 3.11(b)** of the Agreement.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

[signature blocks to be added prior to use]

EXHIBIT D

PROPOSED FORM OF CERTIFICATE OF QUALIFYING PROJECT COSTS

Certificate of Qualifying Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Good Life District Agreement dated as of _____, 2026, (the "*Agreement*") between the City of Grand Island, Nebraska (the "*City*") and Woodsonia GI GLD, LLC, a Nebraska limited liability company (the "*Developer*"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto [to be attached prior to submission to the City] is a Qualifying Project Cost, was incurred in connection with the design, development, or construction of the Project, and the conditions of **Section 4.2(a)** of the Agreement have been satisfied for the portions of the Project included on Schedule 1 prior to the submission of this Certificate. All substantiating documentation has been provided as an attachment to Schedule 1. Each item listed on **Schedule 1** has been designated as "Revenue Producing" or "Nonrevenue Producing Costs" and documentation substantiating the same has been provided, and any item designated as "Nonrevenue Producing Costs" shall also indicate the total amount of approved Qualifying Project Costs which have been designated Nonrevenue Producing Costs for the Project as of the date hereof.

2. These Qualifying Project Costs have been paid by or have been caused to have been paid by the Developer if submitted for reimbursement, or are currently payable, under the Program Ordinance and the Agreement.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from the GLDED Program Fund, from any Project Fund established pursuant to the Bond Indenture, from any other government issued or backed grant, loan, bond, or tax increment financing, or from Subordinate GLDED Obligations, or from any other entity other than Developer or their assigns, and no part thereof has been included in any other Certificate of Qualifying Project Costs previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the Work for which this certificate relates have been issued and are in full force and effect.

6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Approved Site Plans, the Construction Plans, and the Agreement.

7. If any cost item to be reimbursed under this Certificate is deemed not to constitute an "eligible cost" within the meaning of the GLDED Act, the Program Ordinance, and the Agreement, the Developer shall have the right to substitute other eligible Qualifying Project Costs for payment hereunder. If any cost item to be reimbursed under this Certificate is, or is deemed to be, a Nonrevenue Producing Cost, and no funds are presently available to disburse for said expense, Developer shall have the right to request the item be held for future reimbursement should funds become available within 180 days.

8. The Developer is not in material default or breach of any term or condition of the Agreement. [signature blocks to be added prior to use]

EXHIBIT E

ARCHITECTURAL RENDERINGS

(Provided to the Grand Island City Council on June 2, 2026)
A copy of the renderings provided to Council on June 2, 2026 to be attached prior to final execution.

EXHIBIT F

PROPOSED TIMELINE

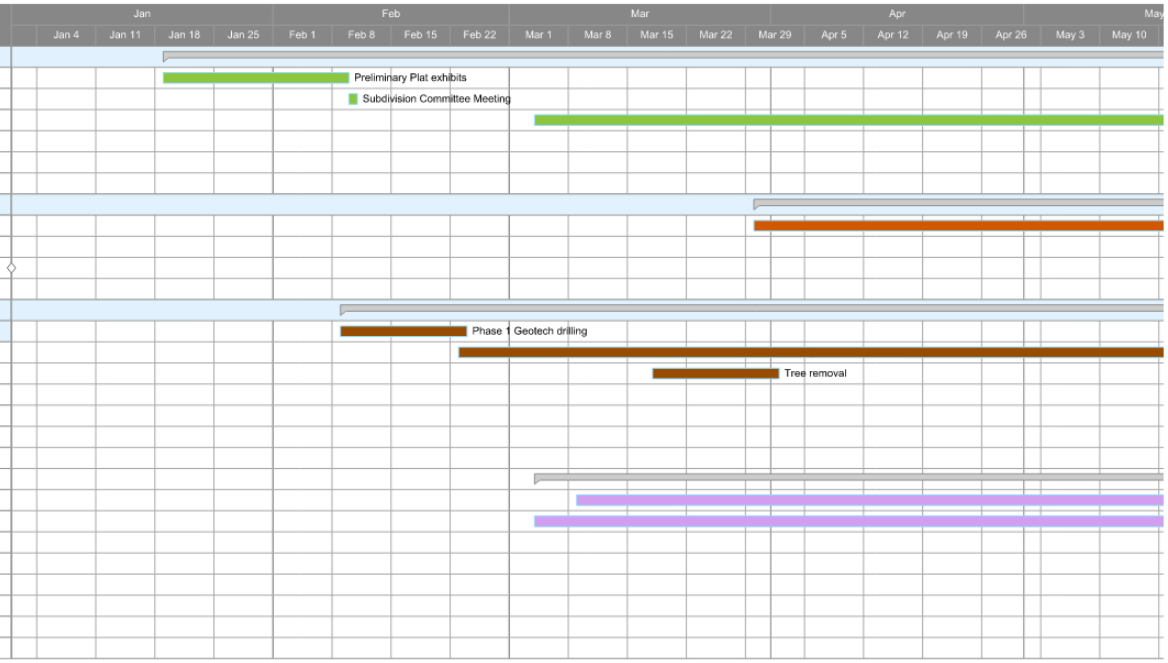
(The attached timelines are preliminary estimates provided for planning and discussion purposes only and are subject to change as Governmental Approvals defined in this Agreement and in Resolution 2026-176 *are obtained, additional information becomes available, governmental reviews are completed, scheduling and coordination considerations evolve, and economic and market conditions change.)*

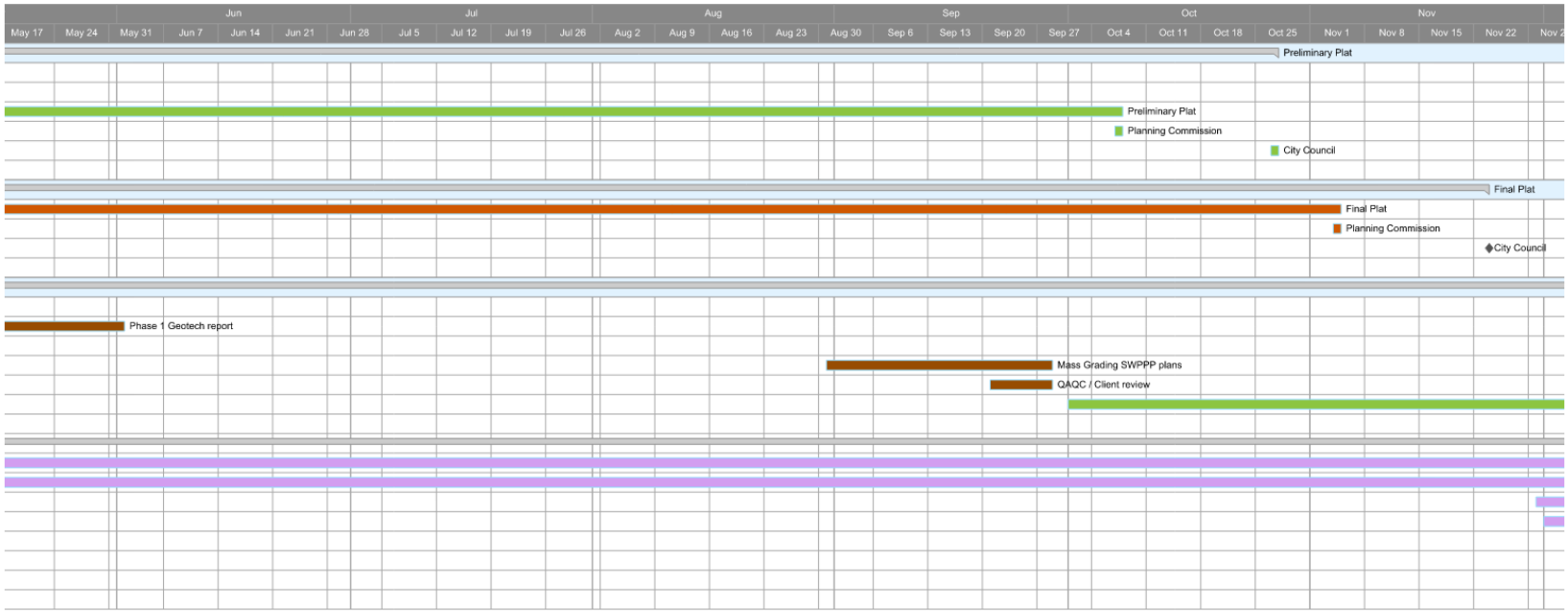
Veteran's Village Infrastructure Schedule:

Vets Village - Phase 1 **7-1-26**

olsson

	Task	Start Date	End Date
1	**Preliminary Plat**	**01/19/26**	**10/27/26**
2	Preliminary Plat exhibits	01/19/26	02/09/26
3	Subdivision Committee Meeting	02/10/26	02/10/26
4	Preliminary Plat	03/04/26	10/07/26
5	Planning Commission	10/07/26	10/07/26
6	City Council	10/27/26	10/27/26
7			
8	**Final Plat**	**03/30/26**	**11/24/26**
9	Final Plat	03/30/26	11/04/26
10	Planning Commission	11/04/26	11/04/26
11	City Council	11/24/26	11/24/26
12			
13	**Geotech & Mass Grading**	**02/09/26**	**07/19/27**
14	Phase 1 Geotech drilling	**02/09/26**	**02/23/26**
15	Phase 1 Geotech report	02/23/26	06/01/26
16	Tree removal	03/18/26	04/01/26
17	Mass Grading SWPPP plans	08/31/26	09/28/26
18	QAQC / Client review	09/21/26	09/28/26
19	Mass Grading	10/01/26	07/19/27
20			
21	**Phase 1 Utilities & Pavement**	03/04/26	07/31/28
22	Utility & Pavement design	03/09/26	12/14/26
23	Railroad & NDOT crossing permit	03/04/26	12/14/26
24	QAQC / Client review	11/30/26	12/04/26
25	Sanitary Sewer Construction	12/01/26	03/01/27
26	Water Main Construction	03/01/27	05/03/27
27	Storm Sewer Construction	05/03/27	07/02/27
28	Pavement construction	06/01/27	07/31/28
29			

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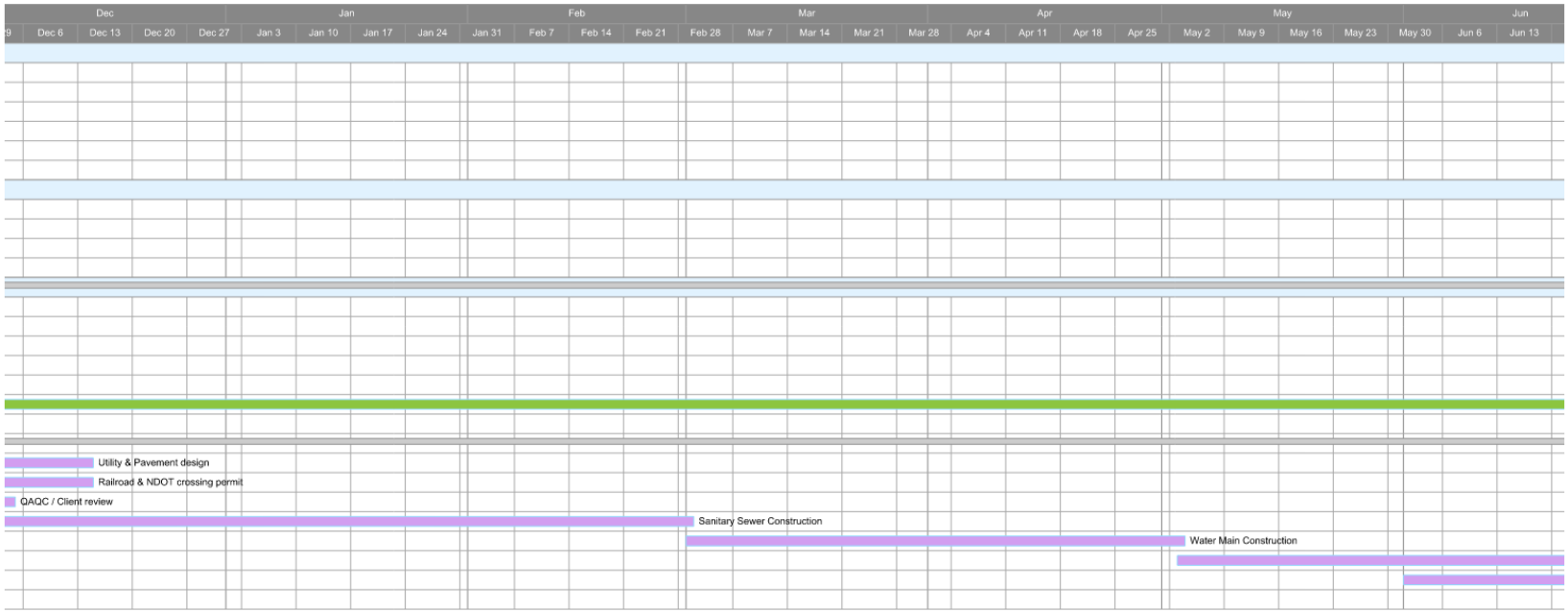
Aug 30
Sep 6
Sep 13
Sep 20
Sep 27
Oct 4
Oct 11
Oct 18
Oct 25
Nov 1
Nov 8
Nov 15
Nov 22
Preliminary Plat
Preliminary Plat
Planning Commission
City Council
Final Plat
Final Plat
Planning Commission
City Council
Phase 1 Geotech report
Mass Grading SWPPP plans
QAQC / Client review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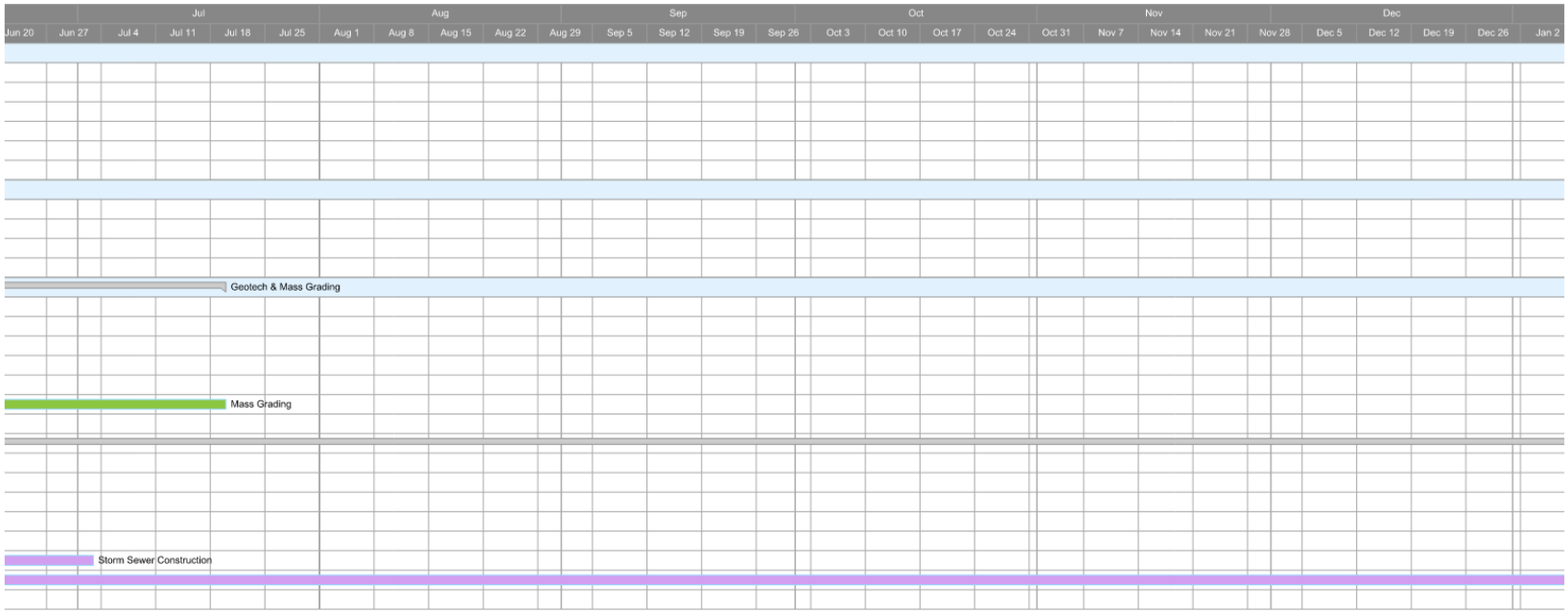
Utility & Pavement design
Railroad & NDOT crossing permit
QAQC / Client review
Sanitary Sewer Construction
Water Main Construction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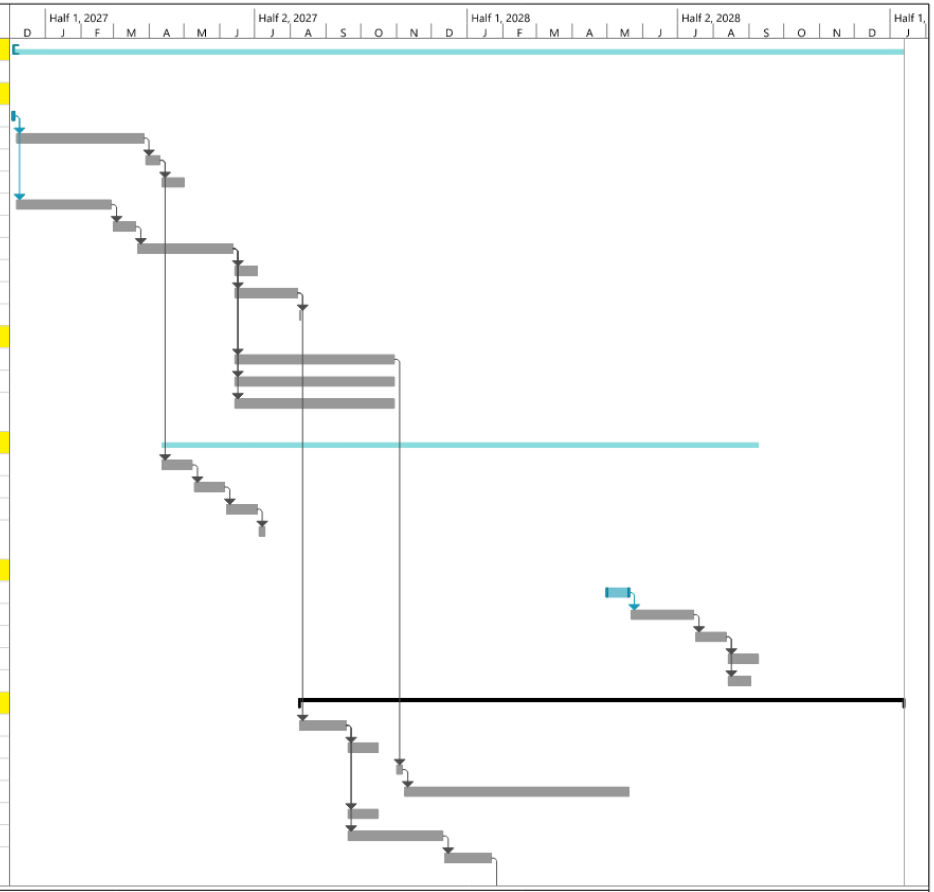
Nov 28
Dec 5
Dec 12
Dec 19
Dec 26
Jan 2
Geotech & Mass Grading
Mass Grading
Storm Sewer Construction

Veteran’s Village Sports Complex

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Vetrans Village Sports Complex**		**Fri 12/4/26**	**Fri 1/12/29**	
2						
3		**Pre-Construction**				
4		Notice to Proceed Drawings	1 day	Fri 12/4/26	Fri 12/4/26	
5		Civil Engineering 100%	80 days	Mon 12/7/26	Fri 3/26/27	4
6		Submit NOI Permit	10 days	Mon 3/29/27	Fri 4/9/27	5
7		Civil Engineering Estimate	15 days	Mon 4/12/27	Fri 4/30/27	6
8		50% DD-Building Drawings	60 days	Mon 12/7/26	Fri 2/26/27	4
9		50% Building Estimate	15 days	Mon 3/1/27	Fri 3/19/27	8
10		Final Design Building - CD 100%	60 days	Mon 3/22/27	Fri 6/11/27	9
11		100% Estimate	15 days	Mon 6/14/27	Fri 7/2/27	10
12		Submit Building Permits	40 days	Mon 6/14/27	Fri 8/6/27	10
13		Final CM Contract	1 day	Mon 8/9/27	Mon 8/9/27	12
14		**Steel Procurement**				
15		Order PEMB	100 days	Mon 6/14/27	Fri 10/29/27	10
16		Order Structural Steel	100 days	Mon 6/14/27	Fri 10/29/27	10
17		Order Electrical Gear / Transformers	100 days	Mon 6/14/27	Fri 10/29/27	10
18		**Excavation/Site Utilties**				
19		Earthwork Building Pad	20 days	Mon 4/12/27	Fri 5/7/27	6
20		Earthwork Site Parking	20 days	Mon 5/10/27	Fri 6/4/27	19
21		Site Utilities	20 days	Mon 6/7/27	Fri 7/2/27	20
22		Temp Crushed Concrete Laydown	5 days	Mon 7/5/27	Fri 7/9/27	21
23		**Parking Lot**				
24		Parking Lot/Road grading	15 days	Mon 5/1/28	Fri 5/19/28	
25		Parking Lot paving	40 days	Mon 5/22/28	Fri 7/14/28	24
26		Sidewalks	20 days	Mon 7/17/28	Fri 8/11/28	25
27		Landscaping	20 days	Mon 8/14/28	Fri 9/8/28	26
28		Light Poles	15 days	Mon 8/14/28	Fri 9/1/28	26
29		**Building Construction**	**375 days**	**Mon 8/9/27**	**Fri 1/12/29**	
30		Footings/Foundations	30 days	Mon 8/9/27	Fri 9/17/27	12
31		Underground Utilities	20 days	Mon 9/20/27	Fri 10/15/27	30
32		PEMB Metal Building Delivery	5 days	Mon 11/1/27	Fri 11/5/27	15
33		PEMB Erection/Structural Ste	140 days	Mon 11/8/27	Fri 5/19/28	32
34		Elevator Shaft	20 days	Mon 9/20/27	Fri 10/15/27	30
35		Structural Steel Framing	60 days	Mon 9/20/27	Fri 12/10/27	30
36		Exterior Sheeting / Wall Insulation	30 days	Mon 12/13/27	Fri 1/21/28	35

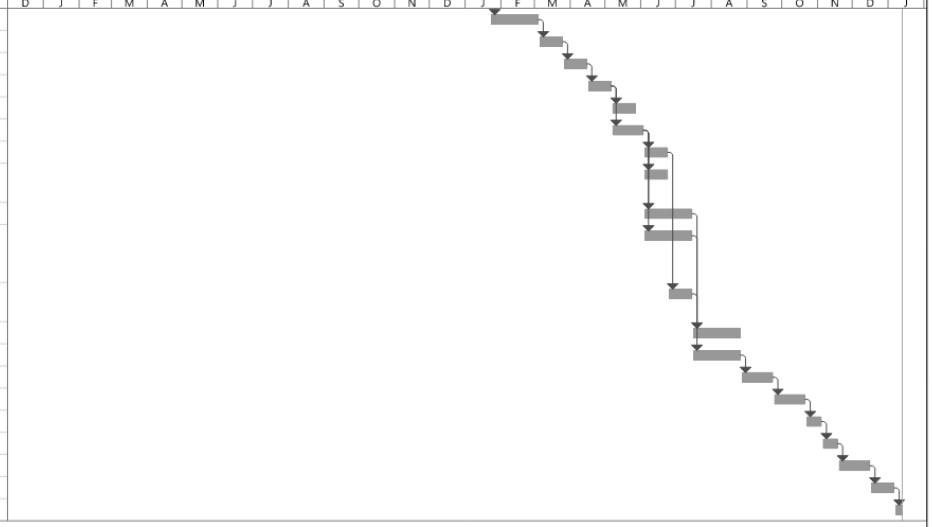


Project: Veterans Village Prelim
Date: Mon 6/29/26

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

Page 1

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
37		Building Roof / Insulation	30 days	Mon 1/24/28	Fri 3/3/28	36
38		MEP Underground	15 days	Mon 3/6/28	Fri 3/24/28	37
39		Floor Infill and Prep	15 days	Mon 3/27/28	Fri 4/14/28	38
40		Floor Slabs	15 days	Mon 4/17/28	Fri 5/5/28	39
41		Simple saver and insulation	15 days	Mon 5/8/28	Fri 5/26/28	40
42		MEP Overhead	20 days	Mon 5/8/28	Fri 6/2/28	40
43		Mezzanine Framing	15 days	Mon 6/5/28	Fri 6/23/28	42
44		Light Gauge Framing Commons Area	15 days	Mon 6/5/28	Fri 6/23/28	42
45		Overhead Lighting/Fans	30 days	Mon 6/5/28	Fri 7/14/28	42
46		Specialty Court Overhead Fixtures (Basketball hoops/Netting ETC)	30 days	Mon 6/5/28	Fri 7/14/28	42
47		Light Gauge Framing to Entrance	15 days	Mon 6/26/28	Fri 7/14/28	43
48		Specialty Court Flooring	30 days	Mon 7/17/28	Fri 8/25/28	46,45
49		MEP in Wall Rough-In	30 days	Mon 7/17/28	Fri 8/25/28	47
50		Drywall Finishes	20 days	Mon 8/28/28	Fri 9/22/28	49
51		Interior Wall Finishes	20 days	Mon 9/25/28	Fri 10/20/28	50
52		ATC Ceilings	10 days	Mon 10/23/28	Fri 11/3/28	51
53		Ceiling Fixtures	10 days	Mon 11/6/28	Fri 11/17/28	52
54		Flooring	20 days	Mon 11/20/28	Fri 12/15/28	53
55		Final Cleaning	15 days	Mon 12/18/28	Fri 1/5/29	54
56		Substantial Completion	5 days	Mon 1/8/29	Fri 1/12/29	55



Project: Veterans Village Prelim
Date: Mon 6/29/26

Task	Project Summary	Manual Task	Start-only	Deadline			
Split	Inactive Task	Duration-only	Finish-only	Progress			
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress			
Summary	Inactive Summary	Manual Summary	External Milestone				

Page 2

VETERAN'S VILLAGE CRITICAL COMPONENTS BOND FUNDING DRAW ANALYSIS

Phase 1 costs	Total Costs	Goodlife Proceeds + Cash on Hand	
PHASE 1 SITE PREPARATION / INFRASTRUCTURE	$33,000,000	$10,000,000	$23,000,000 (FUNDED WITH CID / TIF)
VETERANS' VILLAGE YOUTH SPORTS COMPLEX	$45,000,000	$45,000,000	
VETERAN'S VILLAGE AQUATICS CENTER	$22,000,000	$22,000,000	
CRITICAL COMPONENTS SOFT COSTS	$5,000,000	$5,000,000	
TOTAL VETERAN'S VILLAGE COSTS	$105,000,000	$82,000,000	

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
CASHFLOW												
SOURCES / USES												
Uses												
Site Preperation / Infrastructure	$833,333	$833,333	$833,333	$833,333	$833,333	$833,333	$833,333	$833,333	$833,333	$833,333	$833,333	$833,333
Veteran's Village Youth Sports Complex	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,500,000	$2,500,000	$2,500,000
Veteran's Village Aquatics Center	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,222,222	$1,222,222	$1,222,222
Critical Components Soft Costs	$2,500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$0	$0	$0	$0	$0	$0
Total Uses	$3,333,333	$1,333,333	$1,333,333	$1,333,333	$1,333,333	$1,333,333	$833,333	$833,333	$833,333	$4,555,556	$4,555,556	$4,555,556
Sources												
Cash On Hand ($14,000,000)	$3,333,333	$1,333,333	$1,333,333	$1,333,333	$1,333,333	$1,333,333	$833,333	$833,333	$833,333	$1,500,000	$0	$0
Goodlife Bond Proceeds ($68,000,000 Net To Project)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,055,556	$4,555,556	$4,555,556
Total Sources	$3,333,333	$1,333,333	$1,333,333	$1,333,333	$1,333,333	$1,333,333	$833,333	$833,333	$833,333	$4,555,556	$4,555,556	$4,555,556
Cumulative Sources												
Cash On Hand	$3,333,333	$4,666,667	$6,000,000	$7,333,333	$8,666,667	$10,000,000	$10,833,333	$11,666,667	$12,500,000	$14,000,000	$14,000,000	$14,000,000
Goodlife Bond Proceeds	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,055,556	$7,611,111	$12,166,667
Cumulative Sources	$3,333,333	$4,666,667	$6,000,000	$7,333,333	$8,666,667	$10,000,000	$10,833,333	$11,666,667	$12,500,000	$17,055,556	$21,611,111	$26,166,667

Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000
$1,222,222	$1,222,222	$1,222,222	$1,222,222	$1,222,222	$1,222,222	$1,222,222	$1,222,222	$1,222,222	$1,222,222	$1,222,222	$1,222,222
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222
$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222	$3,722,222
$14,000,000	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$14,000,000
$15,888,889	$19,611,111	$23,333,333	$27,055,556	$30,777,778	$34,500,000	$38,222,222	$41,944,444	$45,666,667	$49,388,889	$53,111,111	$56,833,333
$29,888,889	$33,611,111	$37,333,333	$41,055,556	$44,777,778	$48,500,000	$52,222,222	$55,944,444	$59,666,667	$63,388,889	$67,111,111	$70,833,333

Month 25	Month 26	Month 27	Month 28	Month 29	Month 30	Month 31	Month 32	Month 33	Month 34	Month 35	Month 36	TOTAL
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$10,000,000
$2,500,000	$2,500,000	$2,500,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$45,000,000
$1,222,222	$1,222,222	$1,222,222	$0	$0	$0	$0	$0	$0	$0	$0	$0	$22,000,000
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$5,000,000
$3,722,222	$3,722,222	$3,722,222	$0	$0	$0	$0	$0	$0	$0	$0	$0	$82,000,000
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$14,000,000
$3,722,222	$3,722,222	$3,722,222	$0	$0	$0	$0	$0	$0	$0	$0	$0	$68,000,000
$3,722,222	$3,722,222	$3,722,222	$0	$0	$0	$0	$0	$0	$0	$0	$0	$82,000,000
$14,000,000	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$14,000,000	
$60,555,556	$64,277,778	$68,000,000	$68,000,000	$68,000,000	$68,000,000	$68,000,000	$68,000,000	$68,000,000	$68,000,000	$68,000,000	$68,000,000	
$74,555,556	$78,277,778	$82,000,000	$82,000,000	$82,000,000	$82,000,000	$82,000,000	$82,000,000	$82,000,000	$82,000,000	$82,000,000	$82,000,000	

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 12.a.

Subject: #10,087 - Consideration of Approving Assessments for Railside Business Improvement District

Staff Contact: Chelsey Steinke

BACKGROUND: On August 14, 2018, the City Council adopted Ordinance #9700 creating the Railside Business Improvement District (BID). The created ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The created Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. On June 10, 2026, the Railside BID Board met and approved the 2026-2027 budget that provides for a total special assessment of $156,022.53. City Council met on July 14, 2026 to approve the budget and set the Board of Equalization date of September 8, 2026.

DISCUSSION: The City Council, in its capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance. The assessment for owner-occupied properties is originally based on 100% of the assessed value. City code section 13-95(C) states Council may lower the amount of assessment for owner-occupied properties. The attached list of 12 property owners filed proper documentation with the Finance Department for the 30% eligible reduction. The approved reductions equal $961.63, reducing the request to $155,060.90.

FISCAL IMPACT: There is no fiscal impact to the City.

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

RECOMMENDATION: City Administration recommends approving the proposed special assessments for the Railside BID.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:
1. Ordinance

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 10,087

An ordinance to assess and levy a special tax to pay the 2026-2027 revenue cost of Railside Business Improvement District of the City Of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2026-2027 revenue year cost of Railside Business Improvement District of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2026-2027 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

PARCEL	OWNER	LEGAL	Assessment Amount
310	TALLGRASS INTERSTATE GAS TRANSMISSION	CENTRALLY ASSESSED	$ 12.85
390	BLACK HILLS NEBRASKA GAS LLC	CENTRALLY ASSESSED	$ 0.41
460	NORTHWESTERN ENERGY	CENTRALLY ASSESSED	$ 3,596.59
605	ALLO COMMUNICATIONS LLC	CENTRALLY ASSESSED	$ 357.02
620	WINDSTREAM NEBRASKA INC	CENTRALLY ASSESSED	$ 1.55
640	QWEST CORPORATION	CENTRALLY ASSESSED	$ 2,468.80
705	AT & T COMMUNICATIONS	CENTRALLY ASSESSED	$ 19.44
840	AT&T MOBILITY	CENTRALLY ASSESSED	$ 741.60
890	USCOC OF NEBRASKA/KANSAS DBA US CELLULAR	CENTRALLY ASSESSED	$ 338.44
400000100	HALL COUNTY	ORIGINAL TOWN ALL FR BLK 90 & WESTERVELT'S SUB LT 1 PT OF COUNTY SUB LT 7	$ -
400004097	CITY OF G I	ORIGINAL TOWN ALL BLKS 52 & 53 & PT VAC KIMBALL AVE (YMCA LOCATED ON IOLL 400004100)	$ -
400004119	CASA DE ORACION, INC	ORIGINAL TOWN E 2/3 LT 1 BLK 54	$ -
400004135	WING PROPERTIES INC	ORIGINAL TOWN W 1/3 LT 1 BLK 54	$ 14.31
400004143	SHEARER RENTALS, LLC	ORIGINAL TOWN LT 2 BLK 54	$ 1,549.70
400004151	CITY OF G I	ORIGINAL TOWN LT 3 BLK 54	$ -
400004178	CITY OF G I	ORIGINAL TOWN LT 4 BLK 54	$ -
400004186	HERRERA/ANDRES R & KIANA A	ORIGINAL TOWN N 1/2 W 2/3 LT 6 & N 1/2 LT 5 BLK 54	$ 564.15

400004194	KATROUZOS/GEORGE	ORIGINAL TOWN S 60' W 1/3 LT 5 BLK 54	$ 149.33
400004208	KATROUZOS/GEORGE	ORIGINAL TOWN S 60' W 16' E 2/3 LT 5 BLK54	$ 90.78
400004216	PINNACLE BANK	ORIGINAL TOWN E 28' S 1/2 LT 5 & N 6' W 38' S 1/2 LT 5 BLK 54	$ 2,535.33
400004232	WING PROPERTIES INC	ORIGINAL TOWN E 22' W 44' S 1/2 & E 22' LT 6 BLK 54	$ 630.25
400004240	WING PROPERTIES INC	ORIGINAL TOWN W 1/3 LT 7 BLK 54	$ 359.13
400004259	WING PROPERTIES INC	ORIGINAL TOWN C 1/3 LT 7 BLK 54	$ 340.32
400004275	WING PROPERTIES INC	ORIGINAL TOWN LT 8 & E 1/3 OF LT 7 XC 15' X 15' X 15' SOLD TO CITY BLK 54	$ 717.38
400004305	URBAN ISLAND TWO, LLC	ORIGINAL TOWN N 1/2 LT 1 BLK 55	$ 1,136.93
400004313	URBAN ISLAND TWO, LLC	ORIGINAL TOWN N 44' OF S 1/2 LT 1 BLK 55	$ 400.63
400004321	IRVINE/VIRGINIA	ORIGINAL TOWN S 22' LT 1 BLK 55	$ 98.20
400004348	CITY OF G I	ORIGINAL TOWN E 1/2 LT 3 & ALL LT 2 BLK 55	$ -
400004356	CITY OF G I	ORIGINAL TOWN N 1/2 W 1/2 LT 3 & N 1/2 LT 4 BLK 55	$ -
400004364	EBMT PROPERTIES, LLC	ORIGINAL TOWN S 1/2 W 1/2 LT 3 & S 1/2 LT 4 BLK 55	$ 1,583.30
400004372	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 67.5' LT 5 BLK 55	$ 33.70
400004380	ARMSTRONG/MATTHEW E & JANELLE A	ORIGINAL TOWN N 20' S 64.5' LT 5 BLK 55	$ 140.63
400004399	RESSLER JR/DONALD M	ORIGINAL TOWN S 44.5' LT 5 BLK 55	$ 1,391.92
400004402	FAMOS CONSTRUCTION INC	ORIGINAL TOWN W 2/3 LT 6 BLK 55	$ 699.18
400004429	ARCHIE/JENNIFER L & FLOYD D	ORIGINAL TOWN E 1/3 LT 6 BLK 55	$ 258.76
400004437	CARBAJAL/RUTH	ORIGINAL TOWN W 1/3 LT 7 BLK 55	$ 336.99

400004445	HEDDE BUILDING LLC	ORIGINAL TOWN E 2/3 LT 7 BLK 55	$ 884.25
400004461	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN W 1/3 LT 8 BLK 55	$ 253.75
400004488	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN C 1/3 LT 8 BLK 55	$ 243.87
400004496	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN E 1/3 LT 8 BLK 55	$ 548.54
400004526	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 68' LT 1 & ALL LT 2 & E 1/2 LT 3 BLK 56	$ 113.35
400004534	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 22' S 42' & W 6' S 20' LT 1 BLK 56	$ 9.82
400004542	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 22' S 64' LT 1 BLK 56	$ 9.07
400004550	DOWNTOWN CENTER LLC	ORIGINAL TOWN S 20' E 60' LT 1 BLK 56	$ 7.49
400004577	PANTHERA INVESTMENT GROUP, LLC	ORIGINAL TOWN W 1/3 LT 5 BLK 56	$ 681.07
400004585	WILLIAMS HOSPITALITY, LLC	ORIGINAL TOWN E 2/3 LT 5 BLK 56	$ 491.58
400004593	JAMES POHL TRUST	ORIGINAL TOWN LT 6 BLK 56	$ 531.99
400004615	308 REAL ESTATE, LLC	ORIGINAL TOWN LT 7 BLK 56	$ 837.13
400004623	DOWNTOWN CENTER LLC	ORIGINAL TOWN LT 8 BLK 56	$ 4,639.99
400004631	CITY OF G I PARK LOT	ORIGINAL TOWN W 1/2 LT 3 & ALL LT 4 BLK & LTS 1,2,1,4 BLK 57 & VAC WHEELER ST	$ -
400004658	J & B RENTALS LLC	ZILLER SUB LT 1	$ 586.72
400004666	THE GRAND FOUNDATION, INC	ORIGINAL TOWN E 2/3 LT 6 BLK 57	$ -
400004674	EBMT PROPERTIES, LLC	ORIGINAL TOWN LT 7 BLK 57	$ 2,686.66
400004682	AMUR REAL ESTATE, LLC	ORIGINAL TOWN LT 8 BLK 57	$ 4,187.01
400004690	MILLS/SAMUEL A	ORIGINAL TOWN LTS 1 & 2 BLK 58	$ 306.21
400004704	MAYHEW/AMY	ORIGINAL TOWN N 1/2 LT 4 & N 1/2 LT 3 BLK 58	$ 77.75
400004712	MAYHEW/AMY	ORIGINAL TOWN LT 5 & W 22' LT 6 BLK 58	$ 1,017.50
400004720	MAYHEW/AMY	ORIGINAL TOWN S 1/2 LT 3 & S 1/2 LT 4 BLK 58	$ 84.03

400004739	STELK/MARK D	JENSEN SUB LT 1	$ 162.48
400004747	BANDASACK/CHANH & SIPHANH	ORIGINAL TOWN W 1/3 LT 7 BLK 58	$ 279.05
400004755	LINDNER-BOMBECK TRUSTEE/MARILYN A	ORIGINAL TOWN C 1/3 LT 7 BLK 58	$ 253.31
400004763	GALVAN/VICTORIA	PRENSA LATINA SUB LT 1	$ 90.91
400004771	ORO-MEX ENTERPRISES, LLC	PRENSA LATINA SUB LT 2	$ 131.83
400004798	STELK/MARK D	PRENSA LATINA SUB LT 4	$ 329.49
400004801	STELK/MARK D & WANDA L	PRENSA LATINA SUB LT 3	$ 365.28
400004828	MEAD BUILDING CENTERS	GPC SUB LT 1	$ 1,678.99
400004844	T SQUARED PROPERTIES LLC	ORIGINAL TOWN S 29.5' LT 1 BLK 59	$ 12.16
400004852	THIRD CITY ARCHERS INC	GPC SUB LT 2	$ -
400004879	520 3RD ST, LLC	ORIGINAL TOWN LT 5 BLK 59	$ 946.39
400004887	NALINH, LLC	ORIGINAL TOWN E 23' W 46' LT 6 BLK 59	$ 210.50
400004895	518 W 3RD STREET, LLC	ORIGINAL TOWN W 23' LT 6 BLK 59	$ 173.06
400004909	BERTA/BILLIE J	ORIGINAL TOWN E 20' LT 6 & W 1/2 LT 7 BLK 59	$ 107.71
400004917	T SQUARED PROPERTIES LLC	ORIGINAL TOWN W 22' E 1/2 LT 7 BLK 59	$ 192.74
400004925	T SQUARED PROPERTIES LLC	ORIGINAL TOWN E 11' LT 7 & ALL LT 8 BLK 59	$ 685.17
400004933	CKP LLC	ORIGINAL TOWN LTS 1 & 2 BLK 60	$ 599.39
400004941	CKP LLC	ORIGINAL TOWN LT 3 BLK 60	$ 129.43
400004968	BUSINESS PROPERTIES	ORIGINAL TOWN LT 4 BLK 60	$ 366.70
400004984	LB AUDIO LLC	ORIGINAL TOWN LTS 5 & 6 BLK 60	$ 681.31
400004992	JR'S REDZONE, LLC	ORIGINAL TOWN LTS 7 & 8 BLK 60	$ 1,962.61
400005018	EAKES, INC	ORIGINAL TOWN LTS 1 & 2 BLK 61	$ 1,153.71
400005026	EAKES, INC	ORIGINAL TOWN LTS 3 & 4 BLK 61	$ 1,100.54

400005034	JIA PROPERTIES, LLC	ORIGINAL TOWN LT 5 BLK 61	$ 703.65
400005042	HANSEN PROPERTIES LLC	ORIGINAL TOWN LTS 6-7 & 8 BLK 61	$ 763.89
400005050	D & A INVESTMENTS LLC	ORIGINAL TOWN S 44' LT 1 BLK 62	$ 199.25
400005069	D & A INVESTMENTS LLC	ORIGINAL TOWN N 88' LT 1 BLK 62	$ 723.86
400005077	D & A INVESTMENTS LLC	ORIGINAL TOWN LT 2 BLK 62	$ 424.96
400005085	TOWERS INVESTMENTS, LLC	ORIGINAL TOWN S 66' LT 4 & N 66' E 57' LT 3 & S 66' LT 3 BLK 62	$ 594.52
400005093	D & A INVESTMENTS LLC	ORIGINAL TOWN N 66' W 9' LT 3 & N 66' LT4 BLK 62	$ 172.58
400005107	MIDWEST PREMIER INVESTMENTS, LLC	ORIGINAL TOWN S 1/2 W 50' LT 5 BLK 62	$ 110.21
400005115	MIDWEST PREMIER INVESTMENTS LLC	ORIGINAL TOWN N 1/2 W 50' LT 5 BLK 62	$ 432.18
400005123	GRAND ISLAND APARTMENTS, LLC	ORIGINAL TOWN E 16' LT 5 & W 1/2 LT 6 BLK 62	$ 61.51
400005131	GRAND ISLAND APARTMENTS, LLC	ORIGINAL TOWN E 1/2 LT 6 & W 1/2 LT 7 BLK 62	$ 331.58
400005158	GRAND ISLAND AREA HABITAT FOR HUMANITY I	ORIGINAL TOWN E 1/2 LT 7 & ALL LT 8 BLK 62	$ -
400005166	HUENEFELD/DANIEL C & LINDA K	CITY CENTRE CONDOMINIUMS UNIT 1 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK63)	$ 1,099.01
400005168	GRAND ISLAND ENTREPRENEURIAL VENTURE LLC	CITY CENTRE CONDOMINIUMS UNIT 2 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK63)	$ 756.30
400005170	PARAMOUNT DEVELOPMENT, LLC	CITY CENTRE CONDOMINIUMS UNIT 3 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK63)	$ 1,994.16
400005172	PARAMOUNT DEVELOPMENT, LLC	CITY CENTRE CONDOMINIUMS UNIT 4 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK63)	$ 1,231.53
400005174	LL FORGY PROPERTIES, LLC	CITY CENTRE CONDOMINIUMS UNIT 5 (FORMERLY PT ORIGINAL TOWN LTS 1 & 2 BLK63)	$ 887.25
400005182	MASONIC TEMPLECRAFT ASSO OF GI	ORIGINAL TOWN W 1/3 LT 3 & E 1/3 LT 4 BLK 63	$ -
400005190	ALCANTAR/IVAN	ORIGINAL TOWN W 2/3 LT 4 BLK 63	$ 506.76

400005204	WARDENS & VESTRYMEN OF ST	ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 1	$ -
400005212	WARDENS & VESTRY ST STEPHENS	ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 2	$ -
400005220	MATT JURGENA AGENCY, LLC	ORIGINAL TOWN S 88' LT 8 BLK 63	$ 468.83
400005239	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN N 44' LT 8 BLK 63	$ 1,265.39
400005247	YENNIFRE, LLC	ORIGINAL TOWN E 1/3 LT 1 BLK 64	$ 420.95
400005255	HAND/CRAIG C	ORIGINAL TOWN C 1/3 LT 1 BLK 64	$ 215.12
400005263	BOWEN/STEPHEN T & JACQUELINE E	ORIGINAL TOWN W 1/3 LT 1 BLK 64	$ 389.49
400005271	SCOTTIE DOG PROPERTIES, LLC	ORIGINAL TOWN E 44' LT 2 BLK 64	$ 277.88
400005298	A HIGHER PLANE PRODUCTIONS, LLC	ORIGINAL TOWN W 1/3 LT 2 BLK 64	$ 163.30
400005301	DOUBLE S PROPERTIES LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 64	$ 258.25
400005328	RAMIREZ/VANESSA JOVANNA	ORIGINAL TOWN W 2/3 LT 3 BLK 64	$ 289.45
400005336	GERDES/GALEN E & TAMERA M	ORIGINAL TOWN LT 4 BLK 64	$ 1,133.76
400005344	CITY OF G I	ORIGINAL TOWN LT 5 BLK 64	$ -
400005352	CITY OF G I	ORIGINAL TOWN LTS 6 & 7 BLK 64	$ -
400005360	WAGONER/MICHAEL	ORIGINAL TOWN N 22' LT 8 BLK 64	$ 216.64
400005379	TAYLOR/TERRY N & SUSAN M	ORIGINAL TOWN S 1/2 N 1/3 LT 8 BLK 64	$ 193.72
400005387	GRAND ISLAND AREA CHAMBER	ORIGINAL TOWN N 44' S 88' LT 8 BLK 64	$ -
400005395	CITY OF G I	ORIGINAL TOWN S 44' LT 8 BLK 64 (PARKING LOT)	$ -
400005409	HEDDE BUILDING LLC	ORIGINAL TOWN LT 1 BLK 65	$ 3,481.34
400005417	NIELSEN/PAUL C & HANNAH M	ORIGINAL TOWN E 1/3 LT 2 BLK 65	$ 269.14
400005425	TAKE FLIGHT INVESTMENTS LLC	ORIGINAL TOWN C 1/3 LT 2 BLK 65	$ 943.55

400005433	TAKE FLIGHT INVESTMENTS, LLC	ORIGINAL TOWN W 1/3 LT 2 BLK 65	$ 609.20
400005441	TAKE FLIGHT INVESTMENTS, LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 65	$ 485.14
400005468	IGLESIA EVANGELICA PENTECOSTES	ORIGINAL TOWN C 1/3 LT 3 BLK 65	$ -
400005476	SWEET DREAM LINGERIE, INC	ORIGINAL TOWN W 1/3 LT 3 BLK 65	$ 254.00
400005484	HOFFER/ALLEN & LINDA	ORIGINAL TOWN E 1/3 LT 4 BLK 65	$ 350.23
400005492	AZURE INVESTMENT GROUP, LLC	ORIGINAL TOWN W 2/3 LT 4 BLK 65	$ 2,920.46
400005506	SCOTTIE DOG PROPERTIES, LLC	ORIGINAL TOWN S 44' N 1/2 LT 5 BLK 65	$ 350.25
400005514	TAYLOR/TERRY N & SUSAN M	ORIGINAL TOWN N 22' LT 5 BLK 65	$ 176.41
400005522	J O ENTERPRISES INC	ORIGINAL TOWN S 1/2 LT 5 BLK 65	$ 297.06
400005530	J & B RENTALS LLC	ORIGINAL TOWN W 1/3 LT 6 BLK 65	$ 222.37
400005549	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN E 2/3 LT 6 BLK 65	$ 266.03
400005557	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN W 1/2 LT 7 BLK 65	$ 217.91
400005565	C & S GROUP LLC	ORIGINAL TOWN N 55' E 1/2 LT 7 & N 55' LT 8 BLK 65	$ 32.68
400005573	C & S GROUP LLC	ORIGINAL TOWN PT W 18.9' E 1/2 LT 7 & N 29.9' E 14.1' LT 7 & W 29' OF C 22' OF E1/2 LT 7 & N 29.9' OF S 55'LT 8 XC N 6' S 31.1' E 40' LT 8 BLK 65	$ 210.37
400005581	PARMLEY/DAVID J	ORIGINAL TOWN C 22' E 4' LT 7 & C 22' LT8 BLK 65	$ 263.76
400005603	C & S GROUP LLC	ORIGINAL TOWN S 25.1' E 14.1' LT 7 & S 25.1' LT 8 & N 6' S 31.1' E 40' LT 8 BLK65	$ 298.58
400005611	AZTECA MARKET LLC	ORIGINAL TOWN LTS 1 & 2 BLK 66	$ 1,180.76
400005638	FRANCO ENTERTAINMENT, LLC	ORIGINAL TOWN W 2/3 LT 3 XC W 17.5' OF S44' BLK 66	$ 393.47
400005646	HAPP'S PLACE, LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 66	$ 459.46
400005654	RISE PROPERTIES, LLC	ORIGINAL TOWN N 88' E 1/3 LT 4 BLK 66	$ 521.69
400005662	RISE PROPERTIES, LLC	ORIGINAL TOWN N 88' C 1/3 LT 4 BLK 66	$ 655.48

400005670	WING EMPIRE INC	ORIGINAL TOWN N 80' W 1/3 LT 4 BLK 66	$ 431.86
400005689	URBAN ISLAND, LLC	ORIGINAL TOWN W 17 1/2' S 44' LT 3 & N 8' S 52' W 22' & S 44' LT 4 BLK 66	$ 3,299.27
400005697	ARTISANS ALLEY, LLC	ORIGINAL TOWN W 1/3 LT 6 & ALL LT 5 BLK 66	$ 3,443.95
400005700	URBAN ISLAND, LLC	ORIGINAL TOWN E 2/3 LT 6 & W 1/3 LT 7 BLK 66	$ 2,138.56
400005719	ALL AMERICAN ROOFING, LLC	ORIGINAL TOWN E 2/3 LT 7 BLK 66	$ 343.03
400005722	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 101 (FIRST FLOOR)	$ 1,042.55
400005723	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 201 (2ND FLOOR)	$ 1,141.13
400005725	GRAND ISLAND REAL ESTATE	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 301 (3RD FLOOR)	$ 1,185.62
400005727	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 001 (BASEMENT)	$ 131.01
400005729	OLD CITY HALL COND ASSO INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME(COMMON AREA)	$ 552.43
400005735	CITY OF GI	ORIGINAL TOWN N 1/2 BLK 67	$ -
400005743	COUNTY OF HALL NEBRASKA	ORIGINAL TOWN S 1/2 BLK 67	$ -
400005751	S&V INVESTMENTS, LLC	ORIGINAL TOWN E 1/3 LT 2 & ALL LT 1 BLK 68	$ 22.89
400005786	S & V INVESTMENTS LLC	SV SUB LT 1	$ 2,260.59
400005794	BOURKE/JEFFREY & KARI	ORIGINAL TOWN W 22' LT 6 & ALL LT 5 BLK 68	$ 171.71
400005808	SMITH/JONATHAN M	ORIGINAL TOWN W 6' LT 7 & E 2/3 LT 6 BLK68	$ 497.12

400005816	SMITH/JONATHAN M	ORIGINAL TOWN E 60' LT 7 BLK 68	$ 381.47
400005824	TPCR RENTALS LLC	ORIGINAL TOWN LT 8 BLK 68	$ 337.18
400006588	WESTERBY/DOUGLAS M	ORIGINAL TOWN LT 1 BLK 77	$ 202.23
400006596	201 E 2ND LLC	ORIGINAL TOWN LT 2 BLK 77	$ 159.14
400006618	201 E 2ND LLC	ORIGINAL TOWN LTS 3 & 4 BLK 77	$ 2,019.96
400006626	CITY OF GRAND ISLAND NE	ORIGINAL TOWN LTS 5-6-7-8 BLK 77	$ -
400006685	CITY OF G I	ORIGINAL TOWN ALL BLK 78 & VAC ALLEY	$ -
400006707	EQUITABLE BLDG & LOAN ASSN/THE	ORIGINAL TOWN LT 1 BLK 79	$ 375.08
400006715	EQUITABLE BLDG & LOAN ASSN OF GI	ORIGINAL TOWN LT 2 BLK 79	$ 100.07
400006723	EQUITABLE BLDG & LOAN ASSN/THE	ORIGINAL TOWN S 44' LT 3 & S 44' LT 4 BLK 79	$ 1,177.13
400006766	EQUITABLE BLDG & LOAN ASSN OF GI	ORIGINAL TOWN N 26' 10.5 LT 8 BLK 79	$ 24.56
400006774	EQUITABLE BLDG & LOAN ASSN OF G I	ORIGINAL TOWN S 17' 1.5 N 44' LT 8 BLK 79	$ 14.34
400006782	EQUITABLE BLDG & LOAN ASSN OF G I	ORIGINAL TOWN S 88' LT 8 BLK 79	$ 100.08
400006790	CALDERON/ELISEO	ORIGINAL TOWN E 22' LT 4 & W 22' LT 3 BLK 80	$ 389.66
400006809	CALDERON/ELISEO	ORIGINAL TOWN W 44' LT 4 BLK 80	$ 433.62
400006812	NORTHWESTERN BELL TELE CO	ORIGINAL TOWN LTS 5-6-7 BLK 80	$ 203.28
400006820	NORTHWESTERN BELL TELE CO	ORIGINAL TOWN N 44' LT 8 BLK 80	$ 23.84
400006839	BZ, LLC	ORIGINAL TOWN C 1/3 LT 8 BLK 80	$ 493.05

400006847	HALL CO	ORIGINAL TOWN LTS 1-2 & E 44' LT 3 BLK 80	$ -
400006863	MITCHELL/DEREK L & RUTH E	ORIGINAL TOWN S 44' LT 8 BLK 80	$ 319.07
400006871	VICTORY BIBLE FELLOWSHIP OF THE	ORIGINAL TOWN LT 1 BLK 81	$ -
400006898	STARKEL REAL ESTATE, LLC	ORIGINAL TOWN E 2/3 LT 2 BLK 81	$ 47.69
400006901	LEFT CLICK PROPERTIES, LLC	ORIGINAL TOWN W 1/3 LT 2 BLK 81	$ 585.76
400006928	MIDNORTH CATTLE CO, LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 81	$ 170.04
400006936	ENCINGER ENTERPRISES LLC	ORIGINAL TOWN C 1/3 LT 3 BLK 81	$ 313.06
400006944	ZOUL PROPERTIES, LLC	ORIGINAL TOWN W 1/3 LT 3 & ALL 4 BLK 81	$ 640.09
400006952	HPG CORNER, LLC	ORIGINAL TOWN LT 5 BLK 81	$ 629.43
400006960	HPG CORNER, LLC	ORIGINAL TOWN LT 6 BLK 81	$ 225.72
400006979	WHEELER STREET PARTNERSHIP	ORIGINAL TOWN LT 7 & S 2/3 LT 8 BLK 81	$ 1,129.11
400006987	WHEELER ST PARTNERSHIP	ORIGINAL TOWN N 1/3 LT 8 BLK 81	$ 265.95
400007002	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LTS 1-2-3-4 & PT VAC ALLEY BLK 82	$ 661.25
400007037	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LTS 5-6-7-8 & PT VAC ALLEYBLK 82	$ 2,837.80
400007061	GRAND ISLAND HOSPITALITY LLC	ORIGINAL TOWN LTS 1 & 2 BLK 83	$ 822.72
400007088	DIAZ/JESUS SALAS	ORIGINAL TOWN LTS 3 & 4 BLK 83	$ 673.35
400007096	GRAND ISLAND APARTMENTS, LLC	ORIGINAL TOWN N 60.35' LT 5 BLK 83	$ 329.60
400007118	MATEO PEDRO/TOMAS	ORIGINAL TOWN S 71.65' LT 5 BLK 83	$ 300.79
400007126	MATEO P/TOMAS	ORIGINAL TOWN W 2/3 LT 6 BLK 83	$ 563.15
400007134	PEREZ/SYLVIA	ORIGINAL TOWN E 1/3 LT 6 & ALL LT 7 BLK 83	$ 358.07
400007142	WOODEN/MICHAEL OWEN & SONYA KAY	ORIGINAL TOWN E 41' N 28' LT 8 BLK 83	$ 197.03

400007150	WOODEN/MICHAEL OWEN & SONYA KAY	ORIGINAL TOWN PT N 1/3 & S 2/3 LT 8 BLK 83	$	328.68
400007169	PARK	ORIGINAL TOWN ALL BLK 84	$	-
400007177	HOPE HARBOR, INC	ORIGINAL TOWN LT 1 BLK 85 (SEE COMMENTS)	$	-
400007185	HOPE HARBOR, INC	ORIGINAL TOWN LT 2 BLK 85	$	-
400007193	HOPE HARBOR INC	ORIGINAL TOWN LTS 3 & 4 BLK 85	$	-
400007223	GRAND ISLAND LIEDERKRANZ	ORIGINAL TOWN PT LTS 1-2-3 & 4 BLK 87	$	625.39
400007304	CITY OF G I	ORIGINAL TOWN ALL BLK 88	$	-
400007312	CITY OF GRAND ISLAND	HUSAK SUB LT 2	$	-
400007320	SNH HOLDINGS, LLC	HUSAK SUB LT 1	$	458.02
400007339	HALL CO	ORIGINAL TOWN ALL FR BLK 91 & PT VAC PINE ST	$	-
400007371	SWEET/KARL	ORIGINAL TOWN E 6' N 103'& E 37' S 29' LT 2 & ALL LT 1 BLK 92	$	560.51
400007398	CITY OF G I	ORIGINAL TOWN PT LT 2 & LTS 3 & 4 BLK 92	$	-
400029022	EMERY/GREGORY D & CHARLENE A	CAMPBELL'S SUB E 51' 8 LTS 1-2-3	$	94.23
400029030	MENDOZA/WILMER	CAMPBELL'S SUB W 75'4 LTS 1-2-3	$	329.61
400029049	TWO BROTHERS, INC	CAMPBELL'S SUB LTS 4-5-6 & N 10' LT 7	$	230.89
400029057	TWO BROTHERS, INC	CAMPBELL'S SUB S 12' LT 7 & ALL LT 8	$	301.23
400029065	TWO BROTHERS INC	CAMPBELL'S SUB 32' X 127' LT 9	$	280.34
400029073	GAMEZ/ELPIDIO & ROSA	CAMPBELL'S SUB LTS 10-13	$	866.01
400039605	HALL CO	COURT HOUSE ADD LTS 1-2-3-4 & VAC ALLEY ADJ THERETO	$	-
400042169	COUNTY OF HALL NEBRASKA	HANN'S ADD TO THE CITY OF GRAND ISLAND N31' LT 2 & S 13.75' LT 1 BLK 1	$	-
400042177	COUNTY OF HALL	HANN'S FOURTH ADD TO THE CITY OF GRAND ISLAND LT 2	$	-

400042185	REYES/DAILYS	HANN'S ADD N 14' LT 3 & S 26' LT 2 BLK 1	$ 316.34
400042193	CAMPBELL/HUNTER A H & KATHLEEN A	HANN'S ADD N 7' PT LT 4 & S 43' LT 3 BLK1	$ 331.34
400042207	MORENO/MAX F	HANN'S ADD E 60' OF S 50' OF LT 4 BLK 1	$ 206.32
400042215	CAMPBELL/KATHLEEN A	HANN'S ADD W 67' OF S 50' OF LT 4 BLK 1	$ 178.54
400042525	COUNTY OF HALL	HANN'S FOURTH ADD TO THE CITY OF GRAND ISLAND LT 1	$ -
400042533	MARSH PROPERTIES LLC	HANN'S SECOND ADD S 5' OF LT 2 & ALL LT 3 BLK 4	$ 718.35
400042541	ROBLEDO/MARICELA	HANN'S FIFTH SUB LT 2	$ 284.84
400042568	MUELLER/LLOYD	HANN'S FIFTH SUB LT 1	$ 106.69
400042576	TWO BROTHERS INC	HANN'S 3RD ADD W 111' X 118' BLK 5	$ 503.21
400042584	ROSALES-MONZON/CARLOS A	HANN'S 3RD ADD N 52.5' OF E 91.9' OF BLK5	$ 285.38
400042592	ROYLE/CECILIA B	HANN'S 3RD ADD E 56' OF W 174' OF BLK 5	$ 213.58
400042606	VALENZUELA/LINDA L	HANN'S 3RD ADD S 58.5' OF E 91.9' OF BLK5	$ 363.02
400080532	HOOS INSURANCE AGENCY INC	RAILROAD ADD LT 4 & PT VAC ST BLK 97	$ 323.70
400080540	SANCHEZ/FILEMON	RAILROAD ADD N 1/2 LT 1 BLK 98	$ 75.73
400080559	SANCHEZ/FILEMON	RAILROAD ADD S 1/2 LT 1 BLK 98	$ 395.37
400080567	CHAIRMAN INVESTMENTS LLC	RAILROAD ADD LT 2 BLK 98	$ 169.75
400080575	QUINTANA-ALMORA/AGUEDO	RAILROAD ADD W 1/2 LT 3 BLK 98	$ 242.36
400080583	SCHAFER/LEE ANN	RAILROAD ADD E 1/2 LT 3 BLK 98	$ 293.95
400080591	TPCR RENTALS LLC	RAILROAD ADD N 86' LT 4 BLK 98	$ 77.76
400080605	TPCR RENTALS LLC	RAILROAD ADD S 46' LT 4 BLK 98	$ 336.03
400080613	TPCR RENTALS LLC	RAILROAD ADD LT 5 BLK 98	$ 1,773.49
400080621	TPCR RENTALS LLC	RAILROAD ADD LT 6 BLK 98	$ 446.07
400080648	BENITEZ/FLORIBERTO SANCHEZ	RAILROAD ADD W 52' LT 7 BLK 98	$ 257.35

400080656	SANCHEZ/FILEMON	RAILROAD ADD E 14' LT 7 & ALL LT 8 BLK 98	$ 524.37
400080990	SANCHEZ/FILEMON	RAILROAD ADD FR LT 1 & FR LT 2 BLK 105	$ 209.80
400081008	GRAND ISLAND APARTMENTS, LLC	RAILROAD ADD LT 3 BLK 105	$ 494.93
400081016	ROEBUCK ENTERPRISES, LLC	RAILROAD ADD LT 4 BLK 105	$ 361.94
400081040	GRAND ISLAND APARTMENTS, LLC	RAILROAD ADD LT 5 & FR LTS 6 & 7 XC CITYBLK 105	$ 2,349.07
400081059	FRIENDSHIP HOUSE INC	RAILROAD ADD LTS 1 & 2 BLK 106	$ -
400081067	C & S GROUP LLC	RAILROAD ADD LT 3 BLK 106	$ 327.08
400081075	FERNANDEZ/PEDRO	RAILROAD ADD LT 4 BLK 106	$ 404.34
400081105	MUFFLER SHOP INC/THE	RAILROAD ADD LTS 1 & 2 BLK 107	$ 679.42
400081113	MUFFLER SHOP INC/THE	RAILROAD ADD LTS 3 & 4 BLK 107	$ 192.97
400081121	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD S 2/3 LT 5 BLK 107	$ 207.01
400081148	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD N 1/3 LT 5 BLK 107	$ 267.36
400081156	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD LT 6 BLK 107	$ 310.55
400081164	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD LT 7 XC N 60' OF E 22' & XCE 29.54' OF S 71.50' BLK 107	$ 494.65
400081172	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD S 72' LT 8 & E 29.54' OF S 71.50' LT 7 BLK 107	$ 292.44
400081180	MIDWEST PREMIER INVESTMENTS LLC	RAILROAD ADD N 60' OF E 22' LT 7 & N 60'LT 8 BLK 107	$ 277.30
400081199	TNT INVESTMENTS LLC	RAILROAD ADD LTS 1 & 2 BLK 108	$ 596.17
400081202	SALAZAR ANGULO/LEYDIS M	RAILROAD ADD E 37' LT 3 BLK 108	$ 290.78
400081210	DOUGLAS BOOKKEEPING SERVICE INC	RAILROAD ADD W 29' LT 3 & ALL LT 4 BLK 108	$ 896.50
400081229	DONALD & JANET PLACKE LIVING TRUST	RAILROAD ADD S 88' LT 5 BLK 108	$ 138.57
400081237	DONALD & JANET PLACKE LIVING TRUST	RAILROAD ADD N 44' LT 5 BLK 108	$ 11.13
400081245	NOURELDIN/ADAM I	RAILROAD ADD LT 6 BLK 108	$ 352.01
400081253	BOSSELMAN INC	RAILROAD ADD LTS 7 & 8 BLK 108	$ 901.33
400081261	D & A INVESTMENTS, LLC	RAILROAD ADD S 61' LT 1 & S 61' LT 2 BLK109	$ 178.93

400081288	DIAZ RAMIREZ/JOSE LUIS	RAILROAD ADD N 71'LT 1 & N 71' LT 2 BLK 109	$ 220.64
400081296	ROEBUCK ENTERPRISES, LLC	RAILROAD ADD E 59.5' LT 3 BLK 109	$ 159.44
400081318	ROEBUCK ENTERPRISES, LLC	RAILROAD ADD E 52'11 LT 4 & W 6.5' LT 3 BLK 109	$ 98.64
400081326	LINDELL/TIMOTHY C	RAILROAD ADD E 52' 11 OF LT 5 & ALL LT 6BLK 109	$ 311.28
400081334	LPB, LLC	RAILROAD ADD LTS 7 & 8 BLK 109	$ 726.46
400113651	HALL CO	WESTERVELT'S SUB LTS 2-3-4 & N 48.5' LT 5	$ -
400135868	L.P.B. LLC	GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN 22' X 99' LT A	$ 166.62
400135876	EQUITABLE BUILDING & LOAN ASSOC	GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN LT B	$ 224.72
400143259	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 102	$ 190.58
400143267	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 103	$ 252.92
400143275	EQUITABLE BUILDING & LOAN ASSN/THE	THE YANCEY, A CONDOMINIUM UNIT 104	$ 545.63
400143283	PARAMOUNT DEVELOPMENT, LLC	THE YANCEY, A CONDOMINIUM UNIT 201A	$ 126.40
400143291	DEVCO INVESTMENT CORPORATION	THE YANCEY, A CONDOMINIUM UNIT 301	$ 205.04
400143305	PLEJDRUP/BRADEN	THE YANCEY, A CONDOMINIUM UNIT 302	$ 157.08
400143313	STRECK/ANDREW	THE YANCEY, A CONDOMINIUM UNIT 303	$ 192.61
400143321	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 304	$ 193.49
400143348	PARAMOUNT DEVELOPMENT, LLC	THE YANCEY, A CONDOMINIUM UNIT 305	$ 230.32
400143356	KUNTZ/JAMES A	THE YANCEY, A CONDOMINIUM UNIT 401	$ 160.36
400143364	GOMEZ/SARA	THE YANCEY, A CONDOMINIUM UNIT 402	$ 176.05
400143372	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 403	$ 171.03
400143380	GOMEZ/SARA & ANIBAL	THE YANCEY, A CONDOMINIUM UNIT 404	$ 190.88

400143399	THE A-A-RON GROUP, LLC	THE YANCEY, A CONDOMINIUM UNIT 405	$ 170.81
400143402	POWERS/YOLANDA L	THE YANCEY, A CONDOMINIUM UNIT 406	$ 169.29
400143410	THE A-A-RON GROUP, LLC	THE YANCEY, A CONDOMINIUM UNIT 407	$ 228.43
400143429	LUCE/ERIC D	THE YANCEY, A CONDOMINIUM UNIT 501	$ 160.36
400143437	CASTELLANOS/HECTOR CAMILO ACOSTA	THE YANCEY, A CONDOMINIUM UNIT 502	$ 179.75
400143445	LEISURE ISLAND RENTALS, LLC	THE YANCEY, A CONDOMINIUM UNIT 503	$ 171.03
400143453	HARTER ENTERPRISES, LLC	THE YANCEY, A CONDOMINIUM UNIT 504	$ 190.88
400143461	INFINITY REAL ESTATE, LLC	THE YANCEY, A CONDOMINIUM UNIT 505	$ 212.88
400143488	HARTER ENTERPRISES, LLC	THE YANCEY, A CONDOMINIUM UNIT 506	$ 169.29
400143496	ALEXANDER/WENDY L	THE YANCEY, A CONDOMINIUM UNIT 507	$ 159.90
400143518	ROE/JIM GAYLORD & ADRIANA	THE YANCEY, A CONDOMINIUM UNIT 601	$ 160.36
400143526	ROE/JIM GAYLORD & ADRIANA	THE YANCEY, A CONDOMINIUM UNIT 602	$ 179.75
400143534	POST/KAELEIGH	THE YANCEY, A CONDOMINIUM UNIT 603	$ 171.03
400143542	JOHNSTON/ANDREW COLE	THE YANCEY, A CONDOMINIUM UNIT 604	$ 133.62
400143550	NELSON/DEAN A	THE YANCEY, A CONDOMINIUM UNIT 605	$ 170.81
400143569	LEE/EVAN E & TEREASA T MCDONALD	THE YANCEY, A CONDOMINIUM UNIT 606	$ 169.29
400143577	PORTER/MARK	THE YANCEY, A CONDOMINIUM UNIT 607	$ 228.43
400143585	PARAMOUNT DEVELOPMENT, LLC	THE YANCEY, A CONDOMINIUM UNIT 701	$ 160.36
400143593	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 702	$ 179.75
400143607	CLJAM, LLC	THE YANCEY, A CONDOMINIUM UNIT 703	$ 171.03

400143615	LEISURE ISLAND RENTALS, LLC	THE YANCEY, A CONDOMINIUM UNIT 704	$ 190.88
400143623	SEADREAM ENTERPRISES, LLC	THE YANCEY, A CONDOMINIUM UNIT 705	$ 170.81
400143631	WRIGHT/ALEXIA K	THE YANCEY, A CONDOMINIUM UNIT 706	$ 169.29
400143658	SABELS/MARTIN C	THE YANCEY, A CONDOMINIUM UNIT 707	$ 228.43
400143666	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 801	$ 160.36
400143674	APPEL/AUSTIN	THE YANCEY, A CONDOMINIUM UNIT 802	$ 179.75
400143682	ZAVALA/VINCENT & SHARON	THE YANCEY, A CONDOMINIUM UNIT 803	$ 194.80
400143690	NESIBA TRUST	THE YANCEY, A CONDOMINIUM UNIT 804	$ 259.64
400143704	POWERS/YOLANDA L	THE YANCEY, A CONDOMINIUM UNIT 805	$ 208.49
400143712	POWERS/YOLANDA L	THE YANCEY, A CONDOMINIUM UNIT 806	$ 247.49
400143720	PARAMOUNT DEVELOPMENT, LLC	THE YANCEY, A CONDOMINIUM UNIT 901	$ 160.36
400143739	LEISURE ISLAND RENTALS, LLC	THE YANCEY, A CONDOMINIUM UNIT 902	$ 179.75
400143747	DETLEFSEN/DARRELL F & LISA	THE YANCEY, A CONDOMINIUM UNIT 903	$ 136.36
400143755	NICKERSON/MITCHELL & SUSAN	THE YANCEY, A CONDOMINIUM UNIT 904	$ 259.64
400143763	DIZMANG/TAMMY L	THE YANCEY, A CONDOMINIUM UNIT 905	$ 145.95
400143771	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 906	$ 247.49
400143798	KLEIN/MARTIN R	THE YANCEY, A CONDOMINIUM UNIT 1001	$ 160.36
400143801	HARTER ENTERPRISES, LLC	THE YANCEY, A CONDOMINIUM UNIT 1002	$ 179.75
400143828	LEISURE ISLAND RENTALS, LLC	THE YANCEY, A CONDOMINIUM UNIT 1003	$ 194.80
400143836	WHITEHEAD/DIANA L	THE YANCEY, A CONDOMINIUM UNIT 1004	$ 259.64

400143844	YENNIFRE, LLC	THE YANCEY, A CONDOMINIUM UNIT 1005	$ 208.49
400143852	ADEN/STEVEN G	THE YANCEY, A CONDOMINIUM UNIT 1006	$ 247.49
400143860	HINRICHS/DARRELL D & MARLENE	THE YANCEY, A CONDOMINIUM UNIT 1101	$ 160.36
400143879	MUSQUIZ/LARRY J	THE YANCEY, A CONDOMINIUM UNIT 1102	$ 179.75
400143887	BUCKLEY/LYNN A	THE YANCEY, A CONDOMINIUM UNIT 1103	$ 136.36
400143895	PERFORMANCE PLUS LIQUIDS INC	THE YANCEY, A CONDOMINIUM UNIT 1104	$ 259.64
400143909	BOLEY/LOREN E	THE YANCEY, A CONDOMINIUM UNIT 1105	$ 208.49
400143917	AULNER/KRISTINE	THE YANCEY, A CONDOMINIUM UNIT 1106	$ 247.49
400144247	HOME FEDERAL SAVINGS & LOAN ASSN	HANN'S FOURTH ADD LT 3	$ 1,658.50
400287218	ARTVEST III	THE YANCEY, A CONDOMINIUM UNIT 002	$ 56.04
400287226	ARTVEST III	THE YANCEY, A CONDOMINIUM UNIT 001	$ 126.98
400287390	NEXT INVESTMENTS, LLC	ORIGINAL TOWN W 18.9' OF E 33' OF S 25.1' LT 7 BLK 65	$ 134.37
400292963	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 101	$ 76.98
400292971	PARAMOUNT DEVELOPMENT, LLC	THE YANCEY, A CONDOMINIUM UNIT 201B	$ 49.75
400292998	PARAMOUNT DEVELOPMENT, LLC	THE YANCEY, A CONDOMINIUM UNIT 201C	$ 165.62
400293005	PARAMOUNT DEVELOPMENT, LLC	THE YANCEY, A CONDOMINIUM UNIT 201D	$ 27.92
400294982	HOME FEDERAL SAVINGS & LOAN	ORIGINAL TOWN PT LTS 1-2-3-4-7 & ALL 5 &6 & PT VACATED ALLEY BLK 89	$ 400.65
400325705	CALDERON/ELISEO	JENSEN SUB LT 2	$ 122.41
400367009	IGLESIA EVANGELICA PENTECOSTES	ZILLER SUB LT 2	$ -
400401681	HALL COUNTY	WESTERVELT'S SUB VACATED COURT ST	$ -

400467186	GRAND ISLAND LIEDERKRANZ	ORIGINAL TOWN PT LTS 1-2-3 & 4 BLK 87	$ -
400475235	CITY OF GRAND ISLAND	PARKING RAMP SUB TO THE CITY OF GRAND ISLAND LTS 1-2-& 3	$ -
400524060	CITY OF GRAND ISLAND	ORIGINAL TOWN VAC WHEELER AVE BETWEEN LT 5 BLK 56 & LT 8 BLK 57 RIGHT-OF-WAY ONLY	$ -
			$155,060.90

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

SECTION 3. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the “Railside Business Improvement District”.

SECTION 5. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, in pamphlet form, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 8, 2026

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 12.b.

Subject: #10,088 - Consideration of Approving Assessments for 4th Street Business Improvement District

Staff Contact: Chelsey Steinke

BACKGROUND: On September 12,2023 the City Council adopted Ordinance #9941 creating the 4th Street Business Improvement District (BID). The created ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The created Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. The 2026¬2027 budget provides for a total special assessment of $40,000.City Council met on July 14, 2026 to approve the budget and set the Board of Equalization date of September 8, 2026.

DISCUSSION: The 4th Street BID was created as a perpetual entity. In this district, assessments are paid by property owners based on the County assessor's valuation of the property. The City Council, in its capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance. The assessment for owner-occupied properties is originally based on 100% of the assessed value. City code section 13-95(C) states Council may lower the amount of assessment for owner-occupied properties. The attached list of 4 property owners filed proper documentation with the Finance Department for the 30% eligible reduction. The approved reductions equal $318.66, reducing the request to $39,681.34.

FISCAL IMPACT: There is no fiscal impact to the City.

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 presented in this motion

RECOMMENDATION: City Administration recommends approving the proposed special assessments for the 4th St BID.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:
1. Ordinance

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 10,088

An ordinance to assess and levy a special tax to pay the 2026-2027 revenue year cost of 4th Street Business Improvement District of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2026-2027 revenue year cost of 4th Street Business Improvement District of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2026-2027 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

OWNER	LEGAL NAME	ASSESSMENT
MIDWEST PREMIER INVESTMENTS LLC	ORIGINAL TOWN W 22' LT 6 & ALL LT 5 BLK 29	193.74
MARTINEZ/FRANCISCO GOMEZ	ORIGINAL TOWN E 44' LT 6 BLK 29	399.19
JOT PROPERTIES LLC	ORIGINAL TOWN W 2/3 LT 7 BLK 29	200.75
LOBO/GLENDA L & BEN	ORIGINAL TOWN E 22' LT 7 & ALL LT 8 BLK 29	434.40
LETY GARCIA ENTERPRISES, LLC	ORIGINAL TOWN LT 5 BLK 30	791.11
TR ELECTRICAL CONTRACTOR, LLC	ORIGINAL TOWN LT 6 BLK 30	794.84
ROMERO/ANASTACIO & REYNA	ORIGINAL TOWN LT 7 BLK 30	391.50
LAMEXICANA INC	ORIGINAL TOWN LT 8 BLK 30	176.26
J O ENTERPRISES INC	CSG SUB LT 1	628.14
LA MILAGROSA SUPER MARKET, LLC	ORIGINAL TOWN E 44' LT 6 BLK 31	364.23
118 WEST 4TH STREET, LLC	ORIGINAL TOWN W 22' LT 6 BLK 31	515.14
NITZEL & COMPANY	NITZEL SUB W 22' LT 1	225.13
NITZEL & COMPANY	NITZEL SUB E 45.10' OF LT 1	305.21
EL PALENQUE INC	NITZEL SUB S 73.33' OF LT 2 & N 58.67' OF W 12.53' OF LT 2	865.64
MITCHELL/JAMES G & CHARL ANN	ORIGINAL TOWN E 22' LT 5 BLK 32	134.56
MITCHELL/JAMES G	ORIGINAL TOWN W 44' OF S 60' LT 5 BLK 32	247.75
MITCHELL/JAMES G & CHARL ANN	ORIGINAL TOWN S 37.2' OF N 72' OF W 44' LT 5 BLK 32	118.96
MAYHEW/SUSAN A	ORIGINAL TOWN N 34.8' OF W 44' LT 5 BLK 32	142.23
JMR ENTERPRISES LLC	JMR SUB LT 1	190.22
GAMEZ/ELPIDIO & ROSA	JMR SUB LT 2	348.30
HERNANDEZ/NANCY	ORIGINAL TOWN LT 7 BLK 32	462.54
HERNANDEZ/NANCY	ORIGINAL TOWN LT 8 BLK 32	49.78
AGUILAR PRINTING INC	ORIGINAL TOWN LT 5 BLK 33	437.57
AGUILAR PRINTING INC	ORIGINAL TOWN LT 6 BLK 33	41.30
MIDWEST PREMIER INVESTMENTS LLC	ORIGINAL TOWN LT 7 BLK 33	318.13
LINGEMAN/MICHAEL J	ORIGINAL TOWN LT 8 BLK 33	365.20
SANCHEZ/AGUSTIN & RODRIGO	ORIGINAL TOWN W 43.5' OF S 80' LT 5 BLK 34	645.85
SANTOS/FELIX ALBA	ORIGINAL TOWN E 22.5' OF S 80' & E 13' OF N 52' LT 5 & THAT PART 9' X 12' BLK 34	170.94

MCCURDY/DAWN J	ORIGINAL TOWN N 52' OF LT 5 XC E 13' OF N 52' & XC THAT PART 9' X 12' BLK 34	257.70
MANRIQUEZ/ARIOSTO	ORIGINAL TOWN E 29'4 LT 6 BLK 34	139.19
KADAR REAL ESTATE, LLC	ORIGINAL TOWN W 36'8 LT 6 BLK 34	345.35
ROMERO/ANASTACIO & REYNA	ORIGINAL TOWN LT 7 BLK 34	244.81
RAWLINGS/TERRY & ALMA	ORIGINAL TOWN LT 8 BLK 34	530.01
INTERNATIONAL CHURCH OF THE FOUR	ORIGINAL TOWN LT 5 BLK 35	355.08
MIDWEST PREMIER INVESTMENTS LLC	ORIGINAL TOWN LT 6 BLK 35	445.83
PONCE/TEODOLINDA	ORIGINAL TOWN LT 7 BLK 35	336.31
SOLORZANO-IBAL/JUAN	ORIGINAL TOWN N 66' LT 8 BLK 35	212.18
GRAND ISLAND APARTMENTS, LLC	ORIGINAL TOWN S 1/2 LT 8 BLK 35	408.94
J R ENTERPRISES LLC	ORIGINAL TOWN LT 5 BLK 36	462.07
RAYMUNDO/SANTIAGO T	ORIGINAL TOWN LT 6 BLK 36	183.95
PEDRO/MIGUEL MATEO	ORIGINAL TOWN LT 7 XC E 14' OF S 80' & W6' N 52' LT 8 BLK 36	548.22
VASQUEZ/MAGDALENO & ARACELI	ORIGINAL TOWN W 36' S 80' LT 8 & E 14' S80' LT 7 BLK 36	305.14
CARREON/MANUEL M & SUSAN M	ORIGINAL TOWN E 60' OF N 52' LT 8 BLK 36	239.68
SANCHEZ/RODRIGO	ORIGINAL TOWN S 80' OF E 30' LT 8 BLK 36	404.45
AVILA/DOUGLAS	ORIGINAL TOWN N 44' LT 1 BLK 37	152.82
LANZENDORF HOLDINGS LTD	ORIGINAL TOWN S 88' LT 1 & E 22' S 66' LT 2 BLK 37	371.50
LANZENDORF HOLDINGS LTD	ORIGINAL TOWN N 66' OF E 22' LT 2 BLK 37	101.50
MANRIQUEZ/ARIOSTO	ORIGINAL TOWN W 44' LT 2 BLK 37	294.83
ALAMILLA/MIGUEL R	ORIGINAL TOWN E 1/2 LT 3 BLK 37	327.16
BLENDER LLC	ORIGINAL TOWN W 1/2 OF LT 3 & ALL LT 4 BLK 37	583.72
ARIA DE SANCHEZ/MARIA D	ORIGINAL TOWN LT 1 BLK 38	556.18
FERREIRA/GUSTAVO HURTADO	ORIGINAL TOWN LT 2 BLK 38	481.38
BANDASACK/CHANH	ORIGINAL TOWN LTS 3 & 4 BLK 38	668.33
GARCIA-ORTIZ/JUAN I	ORIGINAL TOWN S 44' LT 1 & S 44' LT 2 BLK 39	735.59
GARCIA-ORTIZ/JUAN I	ORIGINAL TOWN N 22' OF S 88' LT 1 & N 22' OF E 5' OF S 88' LT 2 BLK 39	85.99
GARCIA-ORTIZ/JUAN I	ORIGINAL TOWN N 44' OF S 88' OF LTS 1 & 2 XC N 22' S 88' LT 1 XC N 22' E 5' OF S88' LT 2 BLK 39	262.96
GARCIA-ORTIZ/JUAN I	ORIGINAL TOWN N 44' LT 1 & N 44' LT 2 BLK 39	341.09
HAMIK FAMILY. LLC	HOMETOWN SECOND SUB LT 1	1766.64
BRAVO MANAGEMENT, LLC	HOMETOWN THIRD SUB LT 2	349.18
YENNY/GAIL J	ORIGINAL TOWN LTS 1 & 2 & PT VAC ST BLK 40	317.22
TUXHORN INVESTMENTS LLC	ORIGINAL TOWN LT 3 BLK 40	445.10

SAM & KAY GRIMMINGER	ORIGINAL TOWN N 22' OF N 1/2 LT 4 BLK 40	301.54
SAM & KAY GRIMMINGER	ORIGINAL TOWN C 22' OF N 1/2 LT 4 BLK 40	250.16
SAM & KAY GRIMMINGER	ORIGINAL TOWN S 22' OF N 1/2 LT 4 BLK 40	479.65
ALVARADO/MILDRED J & JOSE	ORIGINAL TOWN N 44' OF S 1/2 LT 4 BLK 40	224.00
KHAMMALY/APHIDET & ANNIE	ORIGINAL TOWN S 22' LT 4 BLK 40	223.91
GAUTHIER/CLARK	ORIGINAL TOWN PT VAC LOCUST ST & LT 1 BLK 41	215.46
ROTH/DONNA F	ORIGINAL TOWN LT 2 BLK 41	299.56
BANDASACK/CHANH & SIPHANH	ORIGINAL TOWN LT 3 BLK 41	687.81
BANDASACK/CHANH & SIPHANH	SITTLER'S SUB LT 2	101.24
EBC OBERMILLER, LLC	AJM SECOND SUB LT 2	1565.40
GRAND ISLAND UTILITIES DEPT	ORIGINAL TOWN LT 3 BLK 42 PARKS DEPT	97.05
KAISER/GINA A	ORIGINAL TOWN S 22' N 66' LT 1 & S 22' N66' OF E 1/3 LT 2 BLK 42	135.97
COMMUNITY REDEVELOPMENT AUTH	AJM SECOND SUB LT 1	0.00
KAISER/GINA A	ORIGINAL TOWN N 22' 6.5 LT 1 & N 22' 6.5E 1/3 LT 2 BLK 42	194.69
KAISER/GINA A	ORIGINAL TOWN S 21' 5.5 OF N 44' LT 1 & S 21' 5.5 OF N 44' OF E 1/3 LT 2 BLK 42	337.57
GAUTHIER/CLARK A	KNOTT'S SECOND SUB LT 2	522.01
GAUTHIER/CLARK A	KNOTT'S SECOND SUB LT 1	147.00
GRAND ISLAND UTILITIES DEPT	ORIGINAL TOWN LTS 5-6-7 & 8 BLK 42	193.35
LAMEXICANA INC	ORIGINAL TOWN LTS 1-2-3 & 4 BLK 43	1064.17
MURCIA/MISAEL DE JESUS	ORIGINAL TOWN LTS 5-6-7 & 8 BLK 43	665.90
CITY OF G I	ORIGINAL TOWN RIGHT-OF-WAY ONLY	60.34
JOT PROPERTIES LLC	JOT SUBDIVISION LOT 1	419.90
LUVIANO/PEDRO LEON	JOT SUBDIVISION LOT 2	683.55
LUVIANO/PEDRO LEON	ORIGINAL TOWN N 43.55' X 83' LT 4 BLK 44	59.13
LUVIANO/PEDRO LEON	ORIGINAL TOWN XC NW COR PT LT 4 BLK 44	348.09
HLK LLC	RAILROAD ADD LT 1 BLK 110	386.62
HARTFORD/KENNETH L	RAILROAD ADD LT 2 BLK 110	437.33
PEREZ/ELMER L	HUMMEL SUB LT 1	60.34
SANCHEZ/FILEMON & AGUSTIN	HUMMEL SUB LT 2	50.27
SANCHEZ/FILEMON & AGUSTIN	HUMMEL SUB LT 3	140.65
PEREZ/ELMER L	HUMMEL SUB LT 4	423.55
LETY GARCIA ENTERPRISES, LLC	RAILROAD ADD LT 6 BLK 111	864.06
MONAD LLC	RAILROAD ADD LT 7 BLK 111	346.62
ZUMAYA/ALENJANDRO & MARGARITA	RAILROAD ADD S 88.95' LT 8 BLK 111	265.29

SANCHEZ/MARY	RAILROAD ADD N 43.05' LT 8 BLK 111	206.84
LETY GARCIA ENTERPRISES, LLC	ROLLINS ADD FR LT 5 BLK 17	792.12
DOCK/THE	IOLL: ON UNION PACIFIC RR ROW ADJ BLK 54 OT LAN DOWNER:UNION PACIFIC RAILROAD	814.88
GAUTHIER/CLARK	IOLL: ON SOUTH OF BL K 42 O.T. MT 16-11-9 LANDOWNER: UNION P ACIFIC RAILROAD	330.89
UNION PACIFIC RAILROAD	MISCELLANEOUS TRACTS 16-11-9 TO THE CITYOF GRAND ISLAND PT NE 1/4	0.00
JACINTO-REYNOSO/JOSE	GRIMMINGER SUB LT 2	325.71
EL PALENQUE INC	NITZEL SUB N 58.67' OF E 53.1' OF LT 2	98.19
BANDASAK/CHANH & SIPHANH	SITTLER'S SUB LT 1	230.93
ROMERO/ANASTACIA & REYNA	CSG SUB LT 2	369.03
AKIN/BRANDON	HOMETOWN THIRD SUB LT 1	348.81
SAM & KAY GRIMMINGER	GRIMMINGER SUB LT 1	62.40
ALCANTAR/EDGAR	IOLL: ON SO OF BLK 39 O.T. 16-11-9 MISC TRACTS LANDOWNER:UPRR ROW	630.63
		$39,681.34

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

SECTION 3. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "4th Street Business Improvement District".

SECTION 5. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, in pamphlet form, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 8, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 12.c.

Subject: #10,089 - Consideration of Approving Assessments for Fonner Park Business Improvement District

Staff Contact: Chelsey Steinke

BACKGROUND: On February 14, 2017, the City Council adopted Ordinance #9622 creating the Fonner Park Business Improvement District (BID). The creating ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. The Fonner Park BID Board met and approved the 2026-2027 budget which provides for special assessments in the amount $55,540. On July 14,2026, City Council approved the BID budget and set the date for Board of Equalization as September 8, 2026.

DISCUSSION: The reformation of the Fonner Park BID that occurred in 2017 created the South Locust BID as a perpetual entity. In this district, assessments are paid by property owners based on the front footage of the property. Owners are billed for the assessment after approval by City Council sitting as the Board of Equalization on September 8, 2026. The budgeted assessments of $55,450 will be charged to property owners.

FISCAL IMPACT: There is no fiscal impact to the City.

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 presented in this motion

RECOMMENDATION: City Administration recommends approval of the proposed Special Assessments for the Fonner Park BID.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Ordinance

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 10,089

An ordinance to assess and levy a special tax to pay the 2026-2027 revenue year cost of Fonner Park Business Improvement District of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2026-2027 revenue year cost of Fonner Park Business Improvement District of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2026-2027 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

OWNER	LEGAL NAME	ASSESSMENT
EDWARDS BUILDING CORP	JANISCH SUB PT LT 1	1349.99
DSVK NC, LLC	BROWNELL SUB LT 1 XC ROW TO CITY	562.50
WILTGEN CORP II	KIRKPATRICK SUB LT 5	794.58
WILTGEN CORP II	KIRKPATRICK SUB LT 6	780.75
ROEBUCK ENTERPRISES, LLC	LABELINDO SECOND SUB PT LT 1 XC 18.3 FT TO CITY	3143.69
ZANA/JAMES SCOTT	R & R SUB PT LT 1	1584.11
CASEY'S RETAIL CO	PLEASANT HOME SUB XC CITY E 1/2 OF S 1/2BLK 9	1582.08
LOCUST STREET LLC	STAAB ESTATES SUB LOT 1	2262.03
OBERG/DANNY K	ROEPKE SUB PT LT 2 & PT LT 1	1738.12
OBERG/DANNY K	ROEPKE SECOND SUB PT LT 1	511.87
EDWARDS BUILDING CORP	FONNER SUB LT 1 XC CITY	1687.49
BOSSELMAN REAL ESTATE LLC	BOSSELMAN BUSINESS PARK SECOND SUB LT 2	572.06
BOSSELMAN REAL ESTATE LLC	BOSSELMAN BUSINESS PARK SECOND SUB LT 1	3421.45
RMA INVESTMENTS, LLC	FONNER SECOND SUB XC CITY LT 5	2250.10
RMA INVESTMENTS, LLC	FONNER SECOND SUB XC CITY LT 6	4499.98
ROEBUCK ENTERPRISES, LLC	SOUTHEAST COMMONS BUSINESS CONDOS UNIT 1(FORMERLY FONNER THIRD SUB PT LT 1 & PT LT 3)	259.16
ROEBUCK ENTERPRISES, LLC	SOUTHEAST COMMONS BUSINESS CONDOS UNIT 2(FORMERLY FONNER THIRD SUB PT LT 1 & PT LT 3)	321.98
ROEBUCK ENTERPRISES, LLC	SOUTHEAST COMMONS BUSINESS CONDOS UNIT 3(FORMERLY FONNER THIRD SUB PT LT 1 & PT LT 3)	291.15
ROEBUCK ENTERPRISES, LLC	SOUTHEAST COMMONS BUSINESS CONDOS UNIT 4(FORMERLY FONNER THIRD SUB PT LT 1 & PT LT 3)	309.61
LEACH INVESTMENT PROPERTIES, LLC	SOUTHEAST COMMONS BUSINESS CONDOS UNIT 5(FORMERLY FONNER THIRD SUB PT LT 1 & PT LT 3)	989.52
ROEBUCK ENTERPRISES, LLC	SOUTHEAST COMMONS BUSINESS CONDOS UNIT 6(FORMERLY FONNER THIRD SUB PT LT 1 & PT LT 3)	275.55
ROEBUCK ENTERPRISES, LLC	SOUTHEAST COMMONS BUSINESS CONDOS UNITS 7, 8 & 9 (FORMERLY FONNER THIRD SUB PT LT 1 & PT LT 3)	331.69
ROEBUCK ENTERPRISES, LLC	SOUTHEAST COMMONS BUSINESS CONDOS UNIT 10 (FORMERLY FONNER THIRD SUB PT LT 1	1001.33

	& PT LT 3)	
MAHAKAL, LLC	FONNER THIRD SUB REPLATTED PT LT 3	1575.11
LOCUST STREET LLC	STAAB ESTATES SUB LT 2	2992.37
REILLY/MICHAEL J & CAREY M	JNW SUB LT 1	1732.49
WH LAUNDRY, LLC	NEBRASKA WASH SUB LT 1	1861.75
SAX PIZZA OF AMERICA INC	SAX'S SECOND SUB LT 2	787.61
BRADDY/CINDY	MISCELLANEOUS TRACTS XC TO CITY 21-11-9 PT SE 1/4 SE 1/4 .78 AC	1511.21
AREC 7, LLC	MISCELLANEOUS TRACTS 21-11-9 XC CITY PT SE 1/4 SE 1/4 1.17 AC	2252.69
SAX PIZZA OF AMERICA INC	SAX'S SECOND SUB LT 1	1829.35
GOODWILL INDUST OF GREATER NEBR	GOODWILL SIXTH SUB LT 2	2036.02
HALL COUNTY LIVESTOCK IMPROVEMENT ASSN	MISCELLANEOUS TRACTS 22-11-9 TO THE CITYOF GRAND ISLAND PT SW 1/4 SW 1/4 & PT NW1/4 SW 1/4 XC .15 A CITY & 1.03 AC FONNER RD XC .05 AC CITY XC .98 AC CITY	3577.48
SANCHEZ/FILEMON	R & R SUB PT LT 2	1566.67
BOSSELMAN REAL ESTATE, LLC	BOSSELMAN BUSINESS PARK SECOND SUB LT 3	3206.46
		55450.00

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

SECTION 3. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the “Fonner Park Business Improvement District”.

SECTION 5. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, in pamphlet form, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 8, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 12.d.

Subject: #10,090 - Consideration of Approving Assessments for South Locust Business Improvement District

Staff Contact: Chelsey Steinke

BACKGROUND: On February 14, 2017, the City Council adopted Ordinance #9623 creating the South Locust Business Improvement District (BID). The creating ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The created Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. The South Locust BID Board met and approved the 2026-2027 budget which provides for special assessments in the amount $104,617. On July 14, 2026, City Council approved the BID budget and set the date for Board of Equalization as September 8, 2026.

DISCUSSION: The reformation of the South Locust BID that occurred in 2017 created the South Locust BID as a perpetual entity. In this district, assessments are paid by property owners based on the front footage of the property. Owners are billed for the assessment after approval by City Council sitting as the Board of Equalization on September 8, 2026. The budgeted assessments of $104,617 will be charged to property owners in the district based on their front footage.

FISCAL IMPACT: There is no Fiscal Impact to the City.

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 presented in this motion

RECOMMENDATION: City Administration recommends that the Board of Equalization approve the proposed Special Assessments for the South Locust BID.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Ordinance

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 10,090

An ordinance to assess and levy a special tax to pay the 2026-2027 revenue year cost of South Locust Business Improvement District of the City Of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2026-2027 revenue year cost of South Locust Business Improvement District of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2026-2027 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

PARCEL	OWNER	LEGAL	ASSESSMENT
400028824	MMY HOSPITALITY LLC	BURCH SUB W 273' LT 1 XC CITY	$1,507.40
400028832	CASEY'S RETAIL COMPANY	BURCH SUB W 125' LT 2-3-4 XC CITY	$1,937.69
400028840	TBARE HOLDINGS, LLC	BURCH SUB LT 5 XC CITY	$1,291.07
400028859	MCDONALD'S USA, LLC	BURCH SECOND SUB LT 1 XC CITY	$1,508.69
400045478	THE EATING ESTABLISHMENT	RUNZA SUB LT 1 XC CITY	$1,601.79
400045494	GAMEZ/ROSA & ELPIDIO	R & L WILLIS SUB LT 2	$2,152.94
400045508	RONALD J & LORI D WILLIS TRUST	HOLCOMB'S HIGHWAY HOMES LT 14 XC CITY	$1,173.33
400045516	ROYELLE INC	HOLCOMB'S HIGHWAY HOMES LT 15 XC CITY	$1,173.33
400045524	ROYELLE INC	BARTZ SUB LT 1	$1,173.33
400045559	DUNNSTAR HOLDINGS, LLC	SHOVLAIN SECOND SUB LT 3	$1,840.72
400045567	CARPENTER REAL ESTATE INC	HOLCOMB'S HIGHWAY HOMES S 52' LT 19 & N 1' LT 20	$570.52
400045575	CARPENTER REAL ESTATE INC	HOLCOMB'S HIGHWAY HOMES S 108' LT 20 XC CITY	$1,162.57
400045583	MAI & DO PROPERTIES, LLC	HOLCOMB'S HIGHWAY HOMES N 60' LT 22 XC CITY	$645.86
400045591	SYSASO, LLC	HOLCOMB'S HIGHWAY HOMES LT 21 XC CITY	$1,173.33
400045605	DA-LY PROPERTIES LLC	HOLCOMB'S HIGHWAY HOMES N 12' LT 24 XC CITY & S 98' LT 23 XC CITY	$1,184.09
400045613	MAI & DO PROPERTIES, LLC	HOLCOMB'S HIGHWAY HOMES S 49' LT 22 & N 11' LT 23 XC CITY	$645.97
400045621	LLAMAS JR/MOISES	HOLCOMB'S HIGHWAY HOMES ADDITION S 97' LT 24 XC CITY & N 38' LT 26 XC CITY & ALL 25 XC CITY	$2,626.38
400045648	ALLSTATE BK REAL ESTATE HOLDINGS, LTD	HOLCOMB'S HIGHWAY HOMES N 79' LT 27 XC CITY & S 71' LT 26 XC CITY	$1,614.70
400060965	GI LODGING, LLC	MATTHEWS SUB PT LT 25 XC CITY	$2,921.71

400060973	NMN EXPRESS, INC	GARRISON SUB LT 1 XC CITY	$2,487.65
400063158	CITY OF GRAND ISLAND	MIL-NIC SECOND SUB TO THE CITY OF GRAND ISLAND LT 1	$-
400063166	CALM NIGHTS LLC	MIL-NIC SECOND SUB LT 2	$2,943.23
400086468	PAULSEN AND SONS INC	ROUSH'S PLEASANTVILLE TERRACE SUB LTS 1 & 28 XC	$2,153.04
400092026	ALCANTAR/EDGAR F	SHOVLAIN SECOND SUB LT 2	$1,119.52
400142988	CARPENTER/JONADYNE A	WOODLAND FIRST SUB LT 1 200' X 400' XC CITY	$2,201.80
400142996	CARPENTER/JONADYNE A	WOODLAND FIRST SUB LT 2 200' X 400' XC CITY	$2,152.94
400143003	VISIONCOMM VENDING, INC	WOODLAND FIRST SUB LT 3 XC CITY	$2,153.15
400143011	OBERG/DANNY K	WOODLAND FIRST SUB LT 4 XC CITY	$2,142.17
400143038	BOURKE/JEFFREY T & KARI K	WOODLAND FIRST SUB LT 5 XC CITY	$2,153.15
400143054	RASMUSSEN JR/RICHARD S	WOODLAND FIRST SUB N 50' OF E 260' LT 6 XC CITY	$536.51
400143062	PAM'S RENTALS LLC	WOODLAND FIRST SUB S 126' OF E 260' LT 6XC CITY	$1,362.64
400143070	ALPHA CORP	WOODLAND FIRST SUB E 260' LT 8 XC CITY	$2,310.72
400143127	SOUTHEAST CROSSINGS LLC	WOODLAND SECOND SUB LT 11 XC CITY	$5,761.40
400143178	HASSAN AL-AHDAL/HAFDALLA	WOODLAND SECOND SUB LT 8	$1,609.32
400143186	CARPENTER REAL ESTATE INC	WOODLAND SECOND SUB LT 9	$1,614.38
400143194	BNB REAL ESTATE, LLC	WOODLAND SECOND SUB LT 10	$1,704.35
400143208	RASMUSSEN JR/RICHARD S	WOODLAND THIRD SUB LT 1 XC N 25' OF E 260' XC CITY	$806.33
400143216	ATERRA 178, 2824 S LOCUST, GRAND	WOODLAND THIRD SUB N 25' OF E 260' LT 1 XC CITY & LT 2 XC CITY	$1,344.46
400143232	TASK VENTURES, LLC	WOODRIDGE SOUTH SUB LT 1 XC CITY	$2,697.52
400143240	TRIUS FEDERAL CREDIT UNION	WOODRIDGE SOUTH SUB LT 2 XC CITY	$1,128.77

400148382	AVADH, LLC	SOUTH POINTE SUB LT 1	$2,663.73
400148390	SARASWATI LLC	MISCELLANEOUS TRACTS 27-11-9 PT N 1/2 SW1/4 SW 1/4 3.03 A	$5,442.83
400148412	PLATTE VALLEY STATE BANK &	EQUESTRIAN MEADOWS SUB LT 1	$1,920.79
400148415	GRAND ISLAND UTILITIES DEPT	CITY OF GRAND ISLAND UTILITIES LOCUST WELL	$-
400148439	ROBB/THEODORE J	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 SW 1/4 XC CITY 5.08 AC	$3,642.58
400148447	THE GRAND ISLAND EXTENDED STAY, LLC	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 SW 1/4 PT LT 4 ISLAND XC CITY 4.85 AC	$3,462.95
400148471	INVESTMENT PROPERTY HOLDINGS, LLC	KNOX SUB LOT 1 XC CITY	$1,509.01
400148528	ALL FAITHS PROPERTIES, LLC	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 NW 1/4 SW 1/4 2.34 AC	$2,579.03
400148714	RONALD J & LORI D WILLIS TRUST	MISCELLANEOUS TRACTS 28-11-9 PT NE 1/4 NE 1/4 XC CITY .445 AC	$1,076.47
400151340	ROBB/MASON D	KNOX THIRD SUB LT 2 XC CITY	$1,124.36
400207924			$-
400347849	ROBB/TED	KNOX THIRD SUB LT 3 XC CITY	$830.33
400350548	COMMUNITY REDEVELOPMENT AUTHORITY OF GI		$4,172.42
400397110	O'REILLY AUTO ENTERPRISES, LLC	RUNZA SUB LT 2 XC CITY	$1,679.28
400398192	ROBB/MASON D	KNOX THIRD SUB LT 1 XC CITY	$1,882.91
400418517	FAULKNER/MARK A & SUZANNE G	EQUESTRIAN MEADOWS SUB LT 3	$ 1,979.01
400495529	HERITAGE HOSPITALITY INC	VANOSDALL SUB LT 1	$ 802.35
400495530	CITY OF GRAND ISLAND	VANOSDALL SUB LT 2	$ -
400501888	HAMIK FAMILY, LLC	EQUESTRIAN MEADOWS SUB LT 2	$ 1,560.46
			$ 104,617.00

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

SECTION 3. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "South Locust Business Improvement District".

SECTION 5. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, in pamphlet form, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: September 8, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 12.e.

Subject: #10,091 - Consideration of Approving Salary Ordinance

Staff Contact: Aaron Schmid, Human Resources Director

BACKGROUND: Each year, as part of the annual budget process, the City presents a salary ordinance for Council approval. The salary ordinance establishes the authorized wages and certain benefits for City employees. Wage rates are established through negotiated collective bargaining agreements and, for non-union classifications, through annual salary adjustments and periodic market wage surveys.

DISCUSSION:

Salary Ordinance No. 10,091 establishes wage rates for Fiscal Year 2027. The ordinance incorporates negotiated wage adjustments for bargaining unit employees and the proposed wage adjustments for non-union classifications.

The general wage adjustments, measured at the maximum rate of each pay range, are summarized below. The adjustment for an individual classification may differ from the general wage adjustment due to applicable market adjustments.

- Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME): 5% general wage adjustment, subject to applicable market adjustments.
- Fraternal Order of Police, Grand Island Lodge No. 24 (FOP): 5% general wage adjustment.
- International Brotherhood of Electrical Workers, Local No. 1597 – Service/Clerical/Finance (IBEW SCF): 5% general wage adjustment, subject to applicable market adjustments.
- International Brotherhood of Electrical Workers, Local No. 1597 – Utilities (IBEW Utilities): 5% general wage adjustment, subject to applicable market adjustments.
- International Brotherhood of Electrical Workers, Local No. 1597 – Wastewater Treatment Plant (IBEW WWTP): 5% general wage adjustment, subject to applicable market adjustments.

- Non-Union: 4% general wage adjustment, subject to applicable market adjustments.

The proposed wage adjustments have been incorporated into the proposed Fiscal Year 2027 budget.

In addition to establishing the Fiscal Year 2027 wage rates, Salary Ordinance No. 10,091 makes the following classification-related changes:

- Adds the non-union classification and salary range for Solid Waste Division Clerk – Part Time. This is an existing classification and does not represent the creation of a new position. The classification was inadvertently omitted from the previous salary ordinance.
- Removes the IBEW SCF Accounting Technician - Streets. The position was reclassified as Administrative Assistant – Streets during a previous budget year.
- Renames the non-union Safety Coordinator classification as Safety & Training Coordinator. The salary range remains unchanged, except for the applicable non-union general wage adjustment.
- Renumbers sections for ease of reference. The renumbering does not make any substantive changes to the ordinance.

Wage rates for employees represented by the International Association of Fire Fighters, Local No. 647 (IAFF), are not included in Salary Ordinance No. 10,091 because collective bargaining negotiations are ongoing. A separate salary ordinance will be presented to Council for consideration after negotiations have concluded.

FISCAL IMPACT:

The proposed wage adjustments have been incorporated into the proposed FY 2027 budget.

ALTERNATIVES:

The Council may:

1. Approve Salary Ordinance No. 10032 as presented
2. Refer the ordinance to a Committee for further review
3. Postpone consideration to a future date
4. Take no action

RECOMMENDATION:

City Administration recommends approval of Salary Ordinance No. 10,091.

SAMPLE MOTION:

Move to approve Salary Ordinance No. 10,091.

ATTACHMENTS:

1. Ordinance

An ordinance of the City of Grand Island, Nebraska, amending Ordinance No. ~~1007~~10,07~~77~~, commonly referred to as the Salary Ordinance, which identifies the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska, and establishes the ranges of compensation for such officers and employees;

to amend the salary ranges for non-union employees and for employees covered by the collective bargaining agreements with AFSCME, FOP, IBEW Service/Clerical/Finance, IBEW Utilities, and IBEW WWTP;~~to amend the salary ranges of non-union employees; to amend the salary ranges for those employees covered under the IBEW Utilities collective bargaining agreement, the FOP collective bargaining agreement, the IAFF collective bargaining agreement, the IBEW Service/Clerical/Finance collective bargaining agreement and the IBEW WWTP collective bargaining agreement;~~

to add the non-union ~~position~~classification and salary range Solid Waste Division Clerk – Part Time, and the AFSCME classification and salary range Maintenance Worker Aquatics (Split);

to remove ~~the non-union positions and salary range Electrical Engineer I/II and Sr Electrical Engineer positions~~ the IBEW Service/Clerical/Finance classification and salary range of Accounting Technician – Streets;

to rename the ~~IBEW SCF~~non-union ~~position~~classification of Safety Coordinator to Safety & Training Coordinator;~~:~~

~~to reclassify Water Distribution Crew Chief position to IBEW Utilities Union position~~

to repeal those sections of Ordinance No. 10,077 and any conflicting provisions of other ordinances;

to provide for severability;

to establish an effective date; and to provide for publication of this ordinance in pamphlet form.

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

SECTION I - NON-UNION

The classifications currently occupied by officers and general employees of the City of Grand Island, along with the corresponding ranges of compensation (salary and wages,

excluding shift differentials as provided in the Personnel Rules and Regulations), and the designated number of hours and work periods required before eligibility for overtime, are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	34.27 / 48.21 ~~32.9500/47.1210~~	Exempt
Administrative Coordinator – Public Works	31.20 / 44.44 ~~30.0000/42.7300~~	40 hrs/week
Assistant City Administrator	89.13 / 103.44 ~~85.7000/99.4700~~	Exempt
Assistant Public Works Director/Engineering	61.47 / 91.42 ~~59.1100/87.9000~~	Exempt
Assistant Public Works Director of Wastewater	61.47 / 91.42 ~~59.1100/87.9000~~	Exempt
Assistant Utilities Director	86.00 / 118.28 ~~82.6900/113.7300~~	Exempt
Attorney	49.45 / 73.47 ~~48.9300/70.6500~~	Exempt
Budget & Purchasing Manager	42.00 / 57.48 ~~40.3800/55.2700~~	Exempt
Cemetery Superintendent	35.20 / 51.20 ~~33.8500/49.2300~~	Exempt
Chief Building Official	52.51 / 71.55 ~~50.4900/68.8000~~	Exempt
City Administrator	111.42 / 129.30 ~~107.1300/124.3300~~	Exempt
City Attorney	80.92 / 112.72 ~~77.8100/108.3900~~	Exempt
City Clerk	44.97 / 60.39 ~~43.2400/58.0700~~	Exempt
Civil Engineer I – PW/Eng., PW/WWTP	36.26 / 50.55 ~~34.8600/48.6000~~	Exempt
Civil Engineer II – PW/Eng., PW/WWTP	43.96 / 62.67 ~~42.2700/60.2600~~	Exempt
Collection System Supervisor	35.49 / 51.23 ~~34.1300/49.2600~~	40 hrs/week
Communications Manager	38.12 / 55.83 ~~36.3300/53.6800~~	Exempt

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Community Development Director	60.80 / 91.79 ~~58.4600/88.2600~~	Exempt
Community Development Administrator	34.85 / 50.70 ~~33.5100/48.7500~~	40 hrs/week
Community Service Officer – Part time	21.25 / 28.10 ~~20.3500/26.7600~~	40 hrs/week
Controller	45.00 / 75.00 ~~43.2700/72.1200~~	Exempt
Custodian –Police Part Time	21.86 / 27.54 ~~21.0200/26.4800~~	40 hrs/week
Customer Service Team Leader	29.33 / 40.74 ~~28.4200/39.1700~~	Exempt
Deputy City Clerk	35.98 / 48.32 ~~34.5900/46.4600~~	40 hrs/week
Electric Distribution Superintendent	58.79 / 78.02 ~~56.5300/75.0200~~	Exempt
Electric Distribution Supervisor	53.49 / 70.83 ~~51.4400/68.1100~~	Exempt
Electric Underground Superintendent	58.79 / 78.02 ~~56.5300/75.0200~~	Exempt
Electrical Engineer I	39.08 ~~7.5734~~/ 57.935~~.6973~~	Exempt
Electrical Engineer II	47.57 ~~5.7386~~/ 67.294~~.6979~~	Exempt
Emergency Management Deputy Director	41.92 / 61.05 ~~40.3100/58.7000~~	Exempt
Emergency Management Director	59.88 / 87.22 ~~57.5800/83.8600~~	Exempt
Energy Supply Supervisor	52.64 / 81.42 ~~50.6100/78.2900~~	Exempt
Engineering Technician I – PW/WWTP	35.26 / 45.70 ~~27.3200/35.1300~~	40 hrs/week
Engineering Technician II – PW/WWTP	35.26 / 45.70 ~~33.9100/43.9500~~	40 hrs/week
Equipment Operator – Solid Waste	28.84 / 36.10 ~~27.7300/34.7100~~	40 hrs/week
Field Operations Supervisor	56.20 / 66.62	Exempt

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	~~54.0300/64.0600~~	
Finance Director	62.55 / 94.59 ~~60.1400/90.9500~~	Exempt
Finance Operations Supervisor	34.50 / 47.93 ~~33.4400/46.0800~~	Exempt
Fire Chief	67.82 / 95.81 ~~63.3100/89.4400~~	Exempt
Fire EMS Division Chief	51.95 / 74.79 ~~51.9500/71.9100~~	Exempt
Fire Operations Division Chief	51.95 / 74.79 ~~51.9500/71.9100~~	Exempt
Fire Prevention Division Chief	51.95 / 74.79 ~~51.9500/71.9100~~	Exempt
Fleet Services Shop Foreman	34.18 / 49.36 ~~33.9900/47.4700~~	40 hrs/week
GIS Administrator	48.95 / 67.95 ~~48.9600/65.3400~~	Exempt
GIS Coordinator – PW	39.07 / 55.49 ~~37.5700/53.3600~~	Exempt
Grants Administrator	37.22 / 51.59 ~~35.7900/49.6000~~	40 hrs/week
Grounds Management Crew Chief – Cemetery	29.96 / 39.99 ~~28.8100/38.4500~~	40 hrs/week
Grounds Management Crew Chief – Parks	32.96 / 43.99 ~~31.6900/42.3000~~	40 hrs/week
Human Resources Director	59.88 / 87.22 ~~57.5800/83.8600~~	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	34.33 / 50.24 ~~34.3300/48.3100~~	40 hrs/week
Human Resources Recruiter	34.33 / 50.24 ~~34.3300/48.3100~~	40 hrs/week
Human Resources Specialist	34.33 / 50.24 ~~34.3300/48.3100~~	40 hrs/week
Information Technology Manager	53.13 / 79.94 ~~52.4800/76.8700~~	Exempt
Interpreter/Translator	22.99 / 33.48 ~~21.9000/31.8900~~	40 hrs/week

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
IT Infrastructure Engineer	52.44 / 66.86 ~~50.4200/64.2900~~	Exempt
Lead EIC Technician	46.12 / 66.15 ~~44.3400/64.8700~~	Exempt
Legal Secretary	29.12 / 41.40 ~~28.0000/39.7200~~	40 hrs/week
Librarian I	32.30 / 43.37 ~~31.0600/41.7100~~	Exempt
Librarian II	35.08 / 47.31 ~~33.7300/45.4900~~	Exempt
Library Assistant I – Part Time	23.13 / 29.87 ~~22.3253/28.7732~~	40 hrs/week
Library Director	59.14 / 87.77 ~~56.8700/84.4000~~	Exempt
Library Page – Part Time	18.72 / 24.96 ~~18.0000/24.0000~~	40 hrs/week
Library Secretary	23.98 / 31.15 ~~23.7700/29.9500~~	40 hrs/week
Maintenance Worker – Cemetery Part Time	25.44 / 31.73 ~~24.3395/31.4926~~	40 hrs/week
Meter Reader – Part Time	18.72 / 24.96 ~~27.1007/34.6503~~	40 hrs/week
Meter Reader Supervisor	37.07 / 54.20 ~~36.3600/52.1200~~	Exempt
MPO Program Manager	43.37 / 64.35 ~~41.7000/61.8800~~	Exempt
Office Manager	32.43 / 42.97 ~~32.4300/41.3200~~	40 hrs/week
Operations Training & Planning Coordinator	50.75 / 71.05 ~~48.8000/69.6700~~	Exempt
Paralegal	29.12 / 41.40 ~~28.0000/39.7200~~	40 hrs/week
Parks and Recreation Director	60.56 / 90.17 ~~58.2300/86.7000~~	Exempt
Parks Superintendent	43.78 / 64.91 ~~42.1000/62.4100~~	Exempt
Payroll Specialist	29.87 / 41.72	40 hrs/week

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	~~28.7200/40.1200~~	
Planner I	35.79 / 52.98 ~~35.4800/50.9400~~	40 hrs/week
Planner II	39.37 / 58.28 ~~39.0200/56.0400~~	40 hrs/week
Police Captain	57.72 / 76.49 ~~52.7000/70.5000~~	Exempt
Police Chief	67.52 / 96.34 ~~67.5200/92.6400~~	Exempt
Police Division Chief	60.00 / 82.94 ~~58.7400/79.4300~~	Exempt
Power Plant Maintenance Supervisor	54.36 / 77.27 ~~52.2700/74.3000~~	Exempt
Power Plant Operations Supervisor	57.02 / 81.41 ~~54.8300/78.2800~~	Exempt
Power Plant Manager	73.52 / 99.91 ~~70.7000/96.0700~~	Exempt
Process Financial Analyst	43.54 / 59.57 ~~41.8700/57.2800~~	Exempt
Protection and Controls Supervisor	46.12 / 67.46 ~~44.3400/64.8700~~	Exempt
Public Safety Apprentice – Part Time	26.32 / 33.96 ~~25.0700/32.3400~~	40 hrs/week
Public Works Director	97.47 / 125.32 ~~93.7200/120.5000~~	Exempt
Records Supervisor	29.19 / 39.73 ~~28.0700/38.2000~~	40 hrs/week
Recreation Coordinator	30.79 / 44.20 ~~30.4000/43.3600~~	Exempt
Recreation Superintendent	42.25 / 61.56 ~~40.6300/59.1900~~	Exempt
Regulatory and Environmental Manager	55.79 / 78.44 ~~53.6500/75.4200~~	Exempt
Safety & Training Coordinator	54.28 / 67.04 ~~52.1900/64.4600~~	Exempt
Senior Civil Engineer – PW/Eng., PW/WWTP	53.55 / 74.80 ~~51.4900/71.9300~~	Exempt

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Senior Electrical Engineer	55.03 ~~2.9100~~/ ~~78.733~~81.88	Exempt
Senior Engineering Technician – PW/WWTP	39.20 / 48.90 ~~37.7000/47.0300~~	40 hrs/week
Senior Public Safety Dispatcher	31.83 / 41.28 ~~30.5800/39.6600~~	40 hrs/week
Solid Waste Division Clerk	26.17 / 33.52 ~~25.8500/33.4400~~	40 hrs/week
Solid Waste Division Clerk PT	26.17 / 33.52	40 hrs/week
Solid Waste Foreman	34.47 / 48.08 ~~33.1400/46.2300~~	40 hrs/week
Solid Waste Superintendent	44.92 / 66.21 ~~43.2000/63.6700~~	Exempt
Street Superintendent	44.92 / 66.21 ~~43.2000/63.6700~~	Exempt
Street Foreman	34.18 / 49.36 ~~33.9900/47.4700~~	40 hrs/week
Transit Program Manager	43.37 / 64.35 ~~41.7000/61.8800~~	Exempt
Utilities Director	127.02 / 169.87 ~~122.1300/163.3400~~	Exempt
Utility Manager	70.78 / 97.00 ~~68.0500/93.2700~~	Exempt
Utility Production Engineer	60.89 / 82.49 ~~58.5500/79.8200~~	Exempt
Utility Warehouse Supervisor	39.52 / 53.47 ~~38.0000/51.4100~~	Exempt
Victim Assistance Unit Coordinator	27.96 / 38.29 ~~26.8800/36.8200~~	40 hrs/week
Victim/Witness Advocate	20.97 / 28.72 ~~20.1600/27.6100~~	40 hrs/week
Wastewater Plant Chief Operator	35.49 / 51.23 ~~34.1300/49.2600~~	40 hrs/week
Wastewater Plant Operations Engineer	53.55 / 74.80 ~~51.5000/71.9300~~	Exempt
Wastewater Plant Maintenance Supervisor	35.49 / 51.23 ~~34.1300/49.2600~~	40 hrs/week

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Wastewater Plant Regulatory Compliance Manager	37.55 / 55.18 ~~37.2500/53.0600~~	Exempt
Water Superintendent	48.85 / 66.33 ~~48.8600/63.7800~~	Exempt
Water Supervisor	39.53 ~~3~~/ 55.47 ~~39.2400/53.3400~~	40 hrs/week
Worker / Seasonal	15.00~~00~~ / ~~32.4~~33.75~~450~~	Exempt
Worker / Seasonal	15.00 ~~00~~/ 33.75~~2.4450~~	40 hrs/week
Worker / Temporary	15.00 ~~00~~/ 33.75~~2.4450~~	40 hrs/week
Worker / Parks & Recreation Part time	15.00 ~~00~~/ 33.75~~2.4450~~	40 hrs/week
~~Water Distribution Crew Chief~~	~~34.5900/45.2900~~	~~40 hrs/week~~

Lifeguard Referral Stipend

Aquatics staff who refer new lifeguard candidates shall be eligible for a seasonal referral stipend based on the total number of qualifying referrals made during the applicable aquatics season.

A referral shall qualify for purposes of the stipend when:

- The referred candidate has not previously been employed by the City of Grand Island as a lifeguard;
- The referred candidate successfully completes all required pre-employment screening, including a background check;
- The referred candidate successfully completes a City-sponsored lifeguard certification course; and
- The referred candidate completes at least eighty (80) hours of work as a City lifeguard.

Eligible aquatics staff shall receive one referral stipend based on the total number of qualifying referrals as follows:

- One (1) qualifying referral: Fifty dollars ($50.00);
- Two (2) qualifying referrals: Seventy-five dollars ($75.00); or
- Three (3) or more qualifying referrals: One hundred dollars ($100.00).

The maximum referral stipend payable to an employee for an aquatics season shall be one hundred dollars ($100.00).

~~Aquatics staff who refer new lifeguard candidates shall be eligible for a referral stipend, provided the following conditions are met:~~

- ~~The referred individual has not previously been employed as a lifeguard by the City of Grand Island;~~
- ~~The referred individual successfully passes a background check, completes and passes a City-sponsored lifeguard certification course, and works a minimum of 80 hours;~~
- ~~Eligible aquatics staff shall receive referral stipends as follows:~~
  - ~~One (1) referral: Fifty dollars ($50.00);~~
  - ~~Two (2) referrals: Seventy-five dollars ($75.00);~~
  - ~~Three (3) or more referrals: One hundred dollars ($100.00).~~

SECTION II - AFSCME

The classifications currently occupied by employees of the City of Grand Island who are covered under the American Federation of State, County and Municipal Employees (AFSCME) collective bargaining agreement (CBA), along with the applicable ranges of compensation (salary and wages, excluding shift differentials as provided by contract), and the designated number of hours and work periods required before becoming eligible for overtime, are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	25.31 / 33.79 ~~24.2000/32.8200~~	40 hrs/week
Fleet Services Mechanic	27.69 / 37.621 ~~27.2100/37.6200~~	40 hrs/week
Horticulturist	31.02 / 38.57 ~~29.5400/37.6500~~	40 hrs/week
Library Assistant I	23.13 / 29.87 ~~22.3300/28.7800~~	40 hrs/week
Library Assistant II	26.50 / 33.26 ~~25.2300/31.6800~~	40 hrs/week
Maintenance Worker Aquatics (Split)	24.78 / 31.69	40 hrs/week
Maintenance Worker – Cemetery	25.44 / 31.73 ~~24.3400/31.5000~~	40 hrs/week
Maintenance Worker – Parks	24.78 / 31.69 ~~23.6000/31.0600~~	40 hrs/week
Maintenance Worker – Streets	23.75 / 31.86 ~~23.2200/31.3500~~	40 hrs/week

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Senior Equipment Operator – Streets	27.08 / 36.17 ~~26.7400/36.1700~~	40 hrs/week
Senior Maintenance Worker – Streets	26.69 / 35.74 ~~26.5600/35.7400~~	40 hrs/week
Traffic Signal Technician	28.55 / 37.09 ~~28.5500/37.0900~~	40 hrs/week

SECTION III – IBEW UTILITIES

The classifications currently occupied by employees of the City of Grand Island who are covered under the International Brotherhood of Electrical Workers (IBEW) Utilities collective bargaining agreement (CBA), along with the corresponding ranges of compensation (salary and wages, excluding shift differentials as provided by contract), and the designated number of hours and work periods required before qualifying for overtime, are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Administrative Assistant-Utilities	27.49 / 40.72 ~~26.1793/38.7792~~	40 hrs/week
Custodian	22.39 / 27.56 ~~21.3266/26.2516~~	40 hrs/week
Electric Distribution Crew Chief	44.42 / 63.29 ~~42.3052/60.2782~~	40 hrs/week
Electric Underground Crew Chief	44.42 / 63.29 ~~42.3052/60.2782~~	40 hrs/week
Engineering Technician I	31.16 / 44.22 ~~29.6737/42.1175~~	40 hrs/week
Engineering Technician II	37.01 / 52.74 ~~35.2503/50.2295~~	40 hrs/week
Instrument Technician	42.02 / 57.77 ~~40.0218/55.0178~~	40 hrs/week
Lineworker Apprentice	34.73 / 47.78 ~~33.0749/45.5023~~	40 hrs/week
Lineworker First Class	42.26 / 55.98 ~~40.2481/53.3118~~	40 hrs/week
Materials Handler	37.86 / 51.57	40 hrs/week

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	~~36.0591/49.1183~~	
Meter Reader	28.46 / 36.38 ~~27.1007/34.6503~~	40 hrs/week
Meter Technician	35.28~~28.46~~ / 44.66~~36.38~~ ~~35.2800/42.5341~~	40 hrs/week
Power Plant Maintenance Mechanic	37.14 / 51.69 ~~37.1314/49.2289~~	40 hrs/week
Power Plant Operator	44.78 / 55.17 ~~42.6498/52.5457~~	40 hrs/week
Senior Engineering Technician	39.77 / 55.74 ~~38.2800/53.0810~~	40 hrs/week
Senior Materials Handler	43.07 / 60.62 ~~41.0161/57.7316~~	40 hrs/week
Senior Power Dispatcher	49.51 / 73.42 ~~47.1549/69.9213~~	40 hrs/week
Senior Power Plant Operator	48.86 / 67.04 ~~46.5362/63.8513~~	40 hrs/week
Senior Substation Technician	43.13 / 58.33 ~~41.5600/55.5560~~	40 hrs/week
Senior Water Maintenance Worker	33.02 / 43.22 ~~31.4435/41.1649~~	40 hrs/week
Substation Technician	41.35 / 54.17 ~~41.3500/51.5858~~	40 hrs/week
Systems Operator I	39.89 / 58.23 ~~38.3100/55.4566~~	40 hrs/week
Systems Operator II	43.89 / 65.80 ~~42.7400/62.6654~~	40 hrs/week
Systems Technician	44.12 / 55.95 ~~44.1200/53.2842~~	40 hrs/week
Tree Trim Crew Chief	42.55 / 57.36 ~~40.5222/54.6267~~	40 hrs/week
Underground Technician	30.48 / 48.26 ~~29.0277/45.9580~~	40 hrs/week
Utility Electrician	40.97 / 52.12 ~~39.0198/49.6369~~	40 hrs/week
Utility Groundman	32.46 / 43.61 ~~30.9121/41.5314~~	40 hrs/week
Utility Technician	41.47 / 57.43	40 hrs/week

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	39.4954/54.6946	
Utility Warehouse Clerk	29.04 / 38.26 27.8400/36.4418	40 hrs/week
Water Maintenance Worker	31.61 / 41.44 30.1068/39.4661	40 hrs/week
Wireworker I	30.48 / 48.26 29.0277/45.9580	40 hrs/week
Wireworker II	42.26 / 55.98 40.2481/53.3118	40 hrs/week
Water Distribution Crew Chief	36.32 / 47.55 34.5900/45.2900	40 hrs/week

SECTION IV - FOP

The classifications currently occupied by employees of the City of Grand Island who are covered under the Fraternal Order of Police (FOP) collective bargaining agreement (CBA), together with the applicable ranges of compensation (salary and wages, excluding shift differentials as provided by contract), and the designated number of hours and work periods required before becoming eligible for overtime, are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Police Officer	34.13 / 49.75 32.5100/47.3800	
Police Sergeant	48.33 / 60.63 46.0300/57.7400	
Police Lieutenant	52.07 / 69.01 49.9700/66.2300	

~~**OVERTIME ELIGIBILITY**~~

~~The City reserves the right to utilize the 207(k) FLSA exemption. For purposes of calculating overtime, the pay period shall consist of a fourteen (14)-day cycle aligned with the City's current payroll schedule. "Hours worked" shall include actual hours worked, vacation, annual personal leave, bereavement leave, holiday pay, time worked by essential personnel during a declared weather event, and hours worked on a holiday that extend beyond the employee's regularly scheduled shift.~~

~~Employees become eligible for overtime when their total hours worked exceed their scheduled hours within the fourteen (14)-day cycle, with a minimum threshold of eighty (80) hours. Any work performed beyond eighty (80) hours in a pay period that is funded by grants from outside entities shall be compensated at overtime rates, provided the grant funding includes overtime pay.~~

A. Field Training Officer

Any Police Officer assigned as a Field Training Officer shall receive an additional two dollars ($2.00) per hour, in addition to their regular salary, for all hours actively spent training or directly supervising a trainee.

B. Lateral Hiring Incentive

A lateral hiring incentive shall be provided to certified applicants, consisting of a five-thousand-dollar ($5,000) certification credit and, if eligible, fifty (50) hours of compensatory time.

C. Referral Incentive

Referral incentives shall be available to existing Officers who refer applicants for sworn positions, subject to the terms and limitations set forth in this Section.

Referral incentives shall be paid one (1) time per individual applicant. An applicant may generate a referral incentive only upon the applicant's initial placement on a Civil Service eligibility list or upon hire, as applicable, and shall not generate additional referral incentives in any subsequent recruitment cycle, examination, or eligibility list placement.

For avoidance of doubt, an applicant who is removed from, expires from, or is later re-placed on a Civil Service eligibility list, or who applies or tests again in a later recruitment process, shall not generate an additional referral incentive for the same referring Officer or for any other Officer.

Subject to the limitations set forth above, referral incentives shall be paid as follows:

1. Three hundred dollars ($300) for the referral of one (1) non-certified applicant who is initially placed on the Civil Service eligibility list;
2. Five hundred dollars ($500) for the referral of two (2) or more distinct non-certified applicants who are initially placed on the Civil Service eligibility list;
3. Five hundred dollars ($500) for the referral of one (1) or more distinct certified applicants who are initially placed on the Civil Service eligibility list;
4. One thousand seven hundred dollars ($1,700) if one (1) or more referred applicants are hired by the City.

D. Specialty~~Tier~~ Pay

Police Officers assigned to designated specialty duties requiring additional responsibilities, training, certification, schedule adjustments, or call-ins shall receive specialty pay as follows:~~Designated Officers covered under the FOP CBA who are assigned to specialized duties involving schedule adjustments, call-ins, or specialized training and certifications shall receive additional compensation as follows:~~

- **Tier I:** One dollar ($1.00) per hour.
- **Tier II:** Fifty cents ($0.50) per hour.
- **Bilingual Pay:** One dollar ($1.00) per hour.

An employee may receive specialty pay for no more than one (1) Tier I assignment, one (1) Tier II assignment, and Bilingual Pay, for a maximum combined specialty pay of two dollars and fifty cents ($2.50) per hour.

- ~~Tier I assignments: one dollar ($1.00) per hour.~~
- ~~Tier II assignments: fifty cents ($0.50) per hour.~~

~~Maximum specialty pay is $2.50 per hour, combining one (1) Tier I, one (1) Tier II, and Bilingual assignment. Bilingual shall be paid at one dollar ($1.00) per hour added to their hourly rate.~~

Tier I Assignments

- ~~Tactical Response Team (~~
- TRT~~)~~
- Police K9
- Drug Recognition Expert (DRE)
- Accident Reconstruction Team
- CERT/Hostage Negotiator
- ~~Drone~~
- ~~Bilingual~~

Tier II Assignments

- Police Chief Requested Specialty Assignments
- Firearms
- Defensive Tactics
- Less Lethal
- Emergency Vehicle Operations
- DRE Instructor

SECTION V - IAFF

The classifications currently occupied by employees of the City of Grand Island who are covered under the International Association of Fire Fighters (IAFF) collective bargaining agreement (CBA), along with the applicable ranges of compensation (salary and wages, excluding shift differentials as provided by contract), and the designated number of hours and work periods required before becoming eligible for overtime, are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	29.3914 / 34.9746	182 hrs/24 days
Firefighter / EMT	21.1082 / 28.6296	182 hrs/24 days
Firefighter / Paramedic	23.9529 / 30.9343	182 hrs/24 days
Life Safety Inspector	33.1000 / 38.8900	40 hrs/week
Battalion Chief	35.0904 / 42.3129	182 hrs/24 days

~~IAFF employees, with the exception of the Life Safety Inspector, shall be eligible for overtime compensation for hours worked in excess of one hundred eighty-two (182) hours within each twenty-four (24)-day work period, unless recall or mandatory overtime is required as outlined in the IAFF labor agreement.~~

Employees assigned as Apparatus Operators (excluding ambulance or service vehicles) shall receive an additional fifty cents ($0.50) per hour.

Firefighter/Paramedics designated as the primary ambulance attendant shall receive an additional one dollar and fifty cents ($1.50) per hour.

Fire Captains who are required to perform in a dual-role capacity, functioning as both a Captain and an engine paramedic, shall receive an additional one dollar and fifty cents ($1.50) per hour.

SECTION VI – IBEW WWTP

The classifications currently occupied by employees of the City of Grand Island who are covered under the International Brotherhood of Electrical Workers Wastewater Treatment Plant (IBEW WWTP) collective bargaining agreement (CBA), along with the applicable ranges of compensation (salary and wages, excluding shift differentials as provided by contract), and the designated number of hours and work periods required before becoming eligible for overtime, are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Administrative Assistant – WWTP	25.50 / 35.61	40 hrs/week

	~~24.2900/33.9200~~	
Biosolids Technician	30.31 / 42.31 ~~30.3100/42.3100~~	40 hrs/week
Equipment Operator – WWTP	28.59 / 35.42 ~~27.2300/34.0900~~	40 hrs/week
FOG Program Manager	35.47 / 46.66 ~~33.7800/44.4400~~	40 hrs/week
Lead Maintenance Mechanic	33.99 / 45.40 ~~32.3700/43.2300~~	40 hrs/week
Lead Maintenance Worker	32.61 / 43.63 ~~31.0500/41.5500~~	40 hrs/week
Lead Wastewater Plant Operator	34.04 / 41.75 ~~32.4200/41.7500~~	40 hrs/week
Maintenance Mechanic I	29.44 / 36.75 ~~28.0400/35.0000~~	40 hrs/week
Maintenance Worker – WWTP	25.86 / 33.21 ~~24.9600/33.2100~~	40 hrs/week
Senior Equipment Operator	31.49 / 40.16 ~~29.9900/38.2400~~	40 hrs/week
Stormwater Program Manager	36.12 / 52.72 ~~34.4000/50.2100~~	40 hrs/week
Wastewater Plant Laboratory Technician	31.49 / 40.20 ~~29.9900/38.2900~~	40 hrs/week
Wastewater Plant Operator I	26.92 / 35.12 ~~25.6300/33.4500~~	40 hrs/week
Wastewater Plant Operator II	31.36 / 39.48 ~~29.8600/37.6000~~	40 hrs/week

SECTION VII – IBEW SCF

The classifications currently occupied by employees of the City of Grand Island who are covered under the International Brotherhood of Electrical Workers Service/Clerical/Finance (IBEW SCF) collective bargaining agreement (CBA), along with the applicable ranges of compensation (salary and wages), and the designated number of hours and work periods required before becoming eligible for overtime, are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility

Accounting Clerk	21.98 / 30.60 ~~20.9300/29.1400~~	40 hrs/week
~~Accounting Technician – Streets~~	~~21.9200/30.6200~~	~~40 hrs/week~~
Accounts Payable Clerk	24.08 / 33.33 ~~22.9400/31.7400~~	40 hrs/week
Administrative Assistant-~~Bldg,~~ Bldg, Fire, Parks, Planning, Streets	22.99 / 33.48 ~~21.9000/31.8900~~	40 hrs/week
Audio Video Technician	28.78 / 38.99 ~~27.6300/37.9300~~	40 hrs/week
Building Inspector	30.33 / 42.54 ~~28.8900/40.5200~~	40 hrs/week
Cashier	21.56 / 29.24 ~~20.6700/27.8400~~	40 hrs/week
Community Service Officer	21.25 / ~~-~~28.10 ~~20.3500/26.7600~~	40 hrs/week
Community Service Officer Lead	23.38 / 31.67 ~~22.3900/30.1700~~	40 hrs/week
Computer Technician	26.08 / 38.23 ~~25.6100/37.9700~~	40 hrs/week
Crime Analyst	31.47 / 41.49 ~~29.9700/39.5100~~	40 hrs/week
Electrical Inspector	30.33 / 42.54 ~~28.8900/40.5200/~~	40 hrs/week
Emergency Management Coordinator	31.02 / 40.24 ~~29.5400/38.3200~~	40 hrs/week
Engineering Technician I – Public Works	26.77 / 35.66 ~~26.0200/33.9600~~	40 hrs/week
Engineering Technician II – Public Works	32.30 / 41.85 ~~32.3000/41.8500~~	40 hrs/week
Evidence Technician	24.12 / 34.76 ~~22.9700/33.1100~~	40 hrs/week
Evidence Technician Lead	26.53 / 38.54 ~~25.2700/36.7000~~	40 hrs/week
Maintenance Worker I – Building, Library, Police	20.94 / 28.36 ~~19.9500/27.0100~~	40 hrs/week
Maintenance Worker II – Building, Library, Police	24.27 / 31.93 ~~23.1200/30.4100~~	40 hrs/week
Mechanical Inspector	29.81 / 41.95 ~~28.3900/39.9500~~	40 hrs/week
Payroll Clerk	25.59 / 35.53	40 hrs/week

	~~24.3700/33.8400~~	
Plans Examiner	33.20 / 46.84 ~~31.6200/44.6100~~	40 hrs/week
Plumbing Inspector	29.81 / 41.95 ~~28.3900/39.9500/~~	40 hrs/week
Police Records Clerk	22.38 / 30.10 ~~21.3100/28.6700~~	40 hrs/week
Public Safety Apprentice	26.32 / 33.96 ~~25.0700/32.3400~~	40 hrs/week
Public Safety Dispatcher	27.92 / 36.21 ~~26.5900/34.4900~~	40 hrs/week
Senior Accounting Clerk	23.57 / 32.56 ~~22.8500/31.0100~~	40 hrs/week
Senior Engineering Technician – Public Works	35.90 / 49.51 ~~35.9000/47.1500~~	40 hrs/week
Systems Technician	44.12 / 55.64 ~~44.1200/52.9900~~	40 hrs/week
Wastewater Secretary	22.91 / 32.67 ~~21.8200/31.1200~~	40 hrs/week

Community Service Officers assigned to train newly hired Community Service Officers shall receive a three percent (3%) increase to their hourly rate for the duration of the training period.

SECTION VII~~I~~ – SHIFT ~~PAY~~DIFFERENTIALS, UNIFORMS, STIPENDS, MEALS, BOOT ~~ALLOWANCE~~REIMBURSEMENT, OTHER ALLOWANCES

A. Shift Differential Pay

1. AFSCME

Full-time employees who are temporarily assigned to a work schedule beginning before 4:00 a.m. or after 11:00 a.m., but who are normally assigned to a shift beginning between 4:00 a.m. and 11:00 a.m., shall receive a shift differential of one dollar ($1.00) per hour for hours worked during the temporary assignment.

2. FOP

Employees regularly assigned to a shift in which the majority of hours fall between 1800 and 0600 hours shall receive a shift differential of two dollars ($2.00) per hour.

3. IBEW SCF

Employees in the classification of Public Safety Dispatcher shall receive:

- Fifty cents ($0.50) per hour for working a complete shift between 3:00 p.m. and 11:00 p.m.; or
- Seventy-five cents ($0.75) per hour for working a complete shift between 11:00 p.m. and 7:00 a.m.

Shift differential shall apply only to hours actually worked and shall not apply to day shifts.

4. IBEW Utilities

Employees in the classifications of Systems Operator I, Systems Operator II, Power Plant Operator, Senior Power Dispatcher, and Senior Power Plant Operator shall receive a shift differential of sixty cents ($0.60) per hour for hours worked on qualifying rotating shifts.

5. IBEW WWTP

Employees regularly scheduled to work the night shift shall receive a shift differential of one dollar ($1.00) per hour for hours actually worked during the night shift.

6. Non-U~~u~~nion E~~e~~mployees

Non-union employees in the classification of Senior Public Safety Dispatcher shall receive a shift differential of fifty cents ($0.50) per hour for ~~any~~ hours actually worked between 3:00 p.m. and 11:00 p.m.~~,~~ and seventy-five cents ($0.75) per hour for ~~any~~ hours actually worked between 11:00 p.m. and 7:00 a.m.

~~This~~ Shift differential shall apply only to hours actually worked and shall not apply to paid leave. Day shift hours are not eligible for shift differential.

~~Employees in the classification of Public Safety Dispatcher covered by the **IBEW SCF** CBA shall receive:~~

- ~~Fifty cents ($0.50) per hour for working a complete shift between 3:00 p.m. and 11:00 p.m.;~~
- ~~Seventy-five cents ($0.75) per hour for working a complete shift between 11:00 p.m. and 7:00 a.m.~~

~~This differential shall not apply to day shifts and shall only apply to actual hours worked.~~

~~Employees covered by the **IBEW Utilities** CBA in the classifications of Systems Operator I, Systems Operator II, Power Plant Operator, Senior Power Dispatcher, and Senior Power Plant Operator shall receive a shift differential of sixty cents ($0.60) per hour for working rotating shifts.~~

~~Employees covered by the **FOP** CBA who are regularly assigned to a shift in which the majority of hours fall between 1800 and 0600 hours shall receive a shift differential of two dollars ($2.00) per hour.~~

~~Full-time employees covered under the **AFSCME** CBA who are temporarily assigned to a schedule beginning before 4:00 a.m. or after 11:00 a.m., but who are normally assigned to a~~

~~shift between 4:00 a.m. and 11:00 a.m., shall receive a shift differential of one dollar ($1.00) per hour for hours worked during the temporary assignment.~~

~~Employees covered under the **IBEW WWTP** CBA who are regularly scheduled to work the night shift shall receive a shift differential of one dollar ($1.00) per hour for hours worked during those shifts.~~

B. Uniform and Clothing Allowances

1. IAFF

IAFF employees, excluding the Life Safety Inspector, shall receive a semiannual uniform allowance of two hundred seventy-five dollars ($275.00) after completion of probation.

~~**1.**~~ New IAFF employees shall receive a credit of four hundred dollars ($400.00) for the purchase of initial uniforms and an additional credit of five hundred dollars ($500.00) upon completion of probation for the purchase of a Class A uniform or other approved uniform items.~~employees, except the Life Safety Inspector, shall receive a semi-annual uniform allowance of two hundred seventy-five dollars ($275.00) after completing probation.~~

~~**2.** New **IAFF** hires shall receive a four hundred dollar ($400.00) credit for initial uniforms and an additional five hundred dollars ($500.00) after probation for a Class A uniform or other approved items.~~

2. FOP

FOP employees shall receive a semiannual uniform allowance of seven hundred fifty dollars ($750.00).~~employees shall receive a semi-annual uniform allowance of seven hundred fifty dollars ($750.00).~~

3. IBEW Utilities – Fire-Retardant Clothing

Employees required to wear fire-retardant (FR) clothing ~~under the **IBEW Utilities** CBA~~shall be eligible for the following:

- New employees: one-time reimbursement up to one thousand five hundred dollars ($1,500.00).
- Other eligible employees: up to nine hundred dollars ($900.00) in Year 1.
- Reimbursements require proof of purchase.

4. Community Service Officers and Public Safety Apprentices

Non-union employees in the classifications of Community Service Officer – Part-Time and Public Safety Apprentice – Part-Time shall receive a uniform allowance of up to twenty-five dollars ($25.00) per pay period, prorated based on hours worked.

IBEW SCF employees in the classifications of Community Service Officer, Community Service Officer Lead, and Public Safety Apprentice shall receive a uniform allowance of twenty-five dollars ($25.00) per pay period.

~~**Non-union** employees in the Community Service Officer (Part-Time) and Public Safety Apprentice (Part-Time) positions shall receive a prorated uniform allowance not to exceed twenty-five dollars ($25.00) per pay period, based on hours worked.~~

~~Employees in the **IBEW SCF** collective bargaining unit in the classifications of Community Service Officer, Community Service Officer Lead, and Public Safety Apprentice shall receive a uniform allowance of twenty-five dollars ($25.00) per pay period.~~

5. ~~Clothing allowances for~~ **Ppublic Ssafety Ccommand Sstaff** ~~include:~~

Public safety command staff shall receive the following annual clothing allowances:

- Fire Chief and Fire Division Chiefs: nine hundred dollars ($900.00), prorated and paid over twenty-four (24) pay periods.
- Police Chief and Police Division Chiefs: one thousand one hundred dollars ($1,100.00), prorated and paid over twenty-six (26) pay periods.

~~• Fire Chief and Fire Division Chiefs: nine hundred dollars ($900.00) annually, distributed over twenty-four (24) pay periods.~~

~~• Police Chief and Police Division Chiefs: one thousand one hundred dollars ($1,100.00) annually, distributed over twenty-six (26) pay periods.~~

C. Specialty Stipends

1. Bilingual Pay

Employees covered by a City collective bargaining agreement and non-union employees may be eligible for bilingual pay as follows:

- Except as otherwise provided below, eligible employees may receive up to one thousand five hundred dollars ($1,500.00) annually.
- Eligible non-union part-time employees shall receive a prorated amount based on average hours worked.
- Eligible FOP employees shall receive bilingual pay of one dollar ($1.00) per hour **in** accordance with the applicable collective bargaining agreement.
- Eligible AFSCME employees may receive up to two thousand dollars ($2,000.00) annually.

~~• **2. Employees covered under any City CBA and the non-union group may be eligible to receive Bilingual Pay in an amount not to exceed one thousand five hundred dollars ($1,500.00) annually. Non-union part time employees will be pro-rated the amount based on average hours. Employees covered by the FOP CBA shall receive Bilingual Pay in the form of a one dollar ($1.00) per hour supplement to their base hourly rate. Employees covered by the AFSCME CBA shall receive Bilingual Pay in~~

~~**an amount not to exceed two thousand dollars ($2,000.00) annually.**~~ **Contractor Licenses**

The City may designate one eligible employee under each applicable collective bargaining agreement to maintain a City Electrical Contractor's License or City Master Plumber's License, as applicable. Each designated employee shall receive an annual stipend of one thousand five hundred dollars ($1,500.00), prorated and paid each regular pay period.~~The City may designate one employee covered under the IBEW Utilities and IBEW WWTP CBA to hold a **City Electrical Contractor's License** or **City Master Plumber's License**. Each designated employee shall receive an annual stipend of one thousand five hundred dollars ($1,500.00), prorated by pay period.~~

3. Welding Certification

Power Plant Maintenance Mechanics covered by the IBEW Utilities collective bargaining agreement and Maintenance Mechanics covered by the IBEW WWTP collective bargaining agreement who obtain and maintain ASME Section IX Shielded Metal Arc Welding (SMAW) certification shall receive an annual stipend of one thousand dollars ($1,000.00), prorated and paid each regular pay period.~~Power Plant Maintenance Mechanics covered by the **IBEW Utilities** collective bargaining agreement and Maintenance Mechanics covered by the **IBEW Wastewater Treatment Plant** collective bargaining agreement who obtain **ASME Section IX Shielded Metal Arc Welding (SMAW) certification** shall be eligible to receive an annual stipend of one thousand dollars ($1,000.00), prorated by pay period.~~

D. Meal Allowances

AFSCME employees required to work at least two (2) consecutive hours of unscheduled overtime immediately following their regular working hours shall be eligible for reimbursement of the actual cost of a meal, not to exceed the applicable U.S. General Services Administration (GSA) lunch per diem rate for Nebraska.

IBEW Utilities and IBEW WWTP employees shall be eligible for reimbursement of the actual cost of a meal, not to exceed the applicable GSA lunch per diem rate for Nebraska, in accordance with the applicable collective bargaining agreement.

Where provided by the applicable collective bargaining agreement, meal reimbursement shall also apply when an employee is required to return to work within one (1) hour following the end of the employee's shift.

Direct supervisors of employees eligible for a meal allowance under an applicable collective bargaining agreement shall receive the same meal allowance benefit.

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

~~Administration, whichever is lower. **IBEW Utilities** and **IBEW WWTP** employees shall receive reimbursement for actual cost or the current U.S. GSA per diem lunch rate for Nebraska.~~

~~Meal allowances also apply if the employee is required to return to work within one (1) hour of ending a shift.~~

~~**Direct supervisors** of employees covered by eligible agreements shall receive the same meal allowance benefit.~~

E. Stand-By Pay

Non-exempt direct supervisors of employees covered by a collective bargaining agreement that provides stand-by pay shall be eligible for the same stand-by pay benefit.~~Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay benefit.~~

F. Other Allowances

1. IBEW Utilities Uniform Program

Employees in the classifications of Meter Reader Supervisor, Power Plant Manager, Power Plant Maintenance Supervisor, Power Plant Operations Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent may participate in a voluntary uniform program with an allowance of up to eighteen dollars ($18.00) per month.

2. Protective Clothing

When protective clothing is required, the City shall contribute sixty percent (60%) of the cost and the employee shall be responsible for the remaining forty percent (40%). This provision applies to eligible employees covered by the IBEW Utilities and AFSCME collective bargaining agreements (excluding Fleet Services) and the non-union Meter Reader – Part-Time classification.

For eligible employees covered by the IBEW WWTP collective bargaining agreement, the City shall contribute ninety percent (90%) of the cost of required protective clothing and the employee shall be responsible for the remaining ten percent (10%).

3. Fleet Services Uniform Allowance

Full-time Fleet Services personnel shall receive a uniform allowance of twelve dollars ($12.00) per pay period.

4. Fleet Services Tool Allowance

Fleet Services Shop Foremen and Mechanics shall receive a tool allowance of one hundred dollars ($100.00) per pay period.~~**IBEW Utility** employees in the classifications of Meter Reader Supervisor, Power Plant Manager, Power Plant Maintenance Supervisor, Power Plant Operations Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent may participate in a voluntary uniform program with an allowance of up to eighteen dollars ($18.00) per month.~~

~~• When protective clothing is required, the City shall contribute sixty percent (60%) of the total cost, and the employee shall be responsible for the remaining forty percent (40%). This provision applies to employees covered by the **IBEW Utilities** and **AFSCME** collective bargaining agreements (excluding Fleet Services), as well as the **non-union** Meter Reader – Part-Time classification.~~

~~• For employees covered under the **IBEW Wastewater Treatment Plant** collective bargaining agreement, the City shall contribute ninety percent (90%) of the cost of required protective clothing, and the employee shall contribute the remaining ten percent (10%).~~

~~• Full-time **Fleet Services** personnel shall receive a uniform allowance of twelve dollars ($12.00) biweekly.~~

~~• **Fleet Services Shop Foremen and Mechanics** shall receive a tool allowance of one hundred dollars $100.00) biweekly.~~

G. Boot Reimbursement

- Eligible IBEW Utilities classifications shall receive a safety boot reimbursement of:
    - Up to five hundred dollars ($500.00) for Line Department employees (City: $375.00 / Employee: $125.00);
- Eligible IBEW WWTP classifications shall receive a safety boot reimbursement of up to three hundred dollars ($300.00) per calendar year;
    - Up to two hundred fifty dollars ($250.00) for all other eligible employees (City: $187.50 / Employee: $62.50).

~~e~~

SECTION IX – COMPENSATION FOR UNUSED MEDICAL LEAVE

A. ~~(A)~~ General Provisions by Bargaining Unit or Employment Status

Eligible employees shall receive compensation for unused accumulated medical leave in accordance with the provisions applicable to their bargaining unit or employment status. Except as otherwise provided, compensation under this Section shall be contributed on the employee's behalf to a Voluntary Employees' Beneficiary Association (VEBA) account and shall be calculated using the employee's applicable rate of pay at the time of separation or death.~~Employees shall receive compensation for unused medical leave through contributions made on their behalf to a VEBA (Voluntary Employees' Beneficiary Association) account, based on the following provisions:~~

EMPLOYEE GROUP	QUALIFYING EVENT	PERCENTAGE OF ACCUMULATED MEDICAL LEAVE	MAXIMUM COMPENSATED HOURS
AFSCME	Retirement, early retirement, or death	35%	468.65
FOP	Separation with at least 16 years of sworn officer service or attainment of age 50	40%	-
FOP	Separation with at least 20 years of sworn officer service or attainment of age 55	50%	-
FOP – DEATH NOT IN LINE OF DUTY	Death	50%	-
FOP – DEATH IN LINE OF DUTY	Death	100%	-
IAFF – FIREFIGHTERS	Retirement or death	38%	605.30
IAFF – LIFE SAFETY INSPECTOR	Retirement or death	50%	542.00
IBEW SCF	Retirement, early retirement, or death	35%	468.65
IBEW UTILITIES	Retirement, early retirement, or death	53%	586.18
IBEW WWTP	Retirement, early retirement, or death	36%	486.00
NON-UNION EMPLOYEES	Retirement, early retirement, or death	53%	662.50

FOP Service Credit

For purposes of determining eligibility for FOP unused medical leave compensation based on years of sworn officer service, verified service as a sworn law enforcement officer with another agency shall be included.

FOP compensation shall be calculated using the employee's applicable rate of pay at the time of separation or death and shall be contributed to a VEBA account on the employee's behalf in lieu of direct payment, as applicable.

~~IBEW Utilities:~~

~~Fifty-three percent (53%) of accumulated medical leave at the time of retirement, early retirement, or death, not to exceed five hundred eighty-six and eighteen-hundredths (586.18) hours [calculated at 53% of 1,106 hours].~~

~~Contribution based on the employee's salary at the time of retirement or death.~~

- ~~**IAFF:**~~
  - ~~**Firefighters (excluding Life Safety Inspector):** Thirty-eight percent (38%) of accumulated leave, not to exceed six hundred five and three-tenths (605.3) hours [calculated at 38% x 1,593 hours].~~
- ~~**Life Safety Inspector:** Fifty percent (50%) of accumulated leave, not to exceed five hundred forty-two (542) hours [calculated at 50% x 1,084 = 542].~~

~~Contributions based on the employee's salary at the time of retirement.~~

- ~~**IBEW SCF:**~~

~~Thirty-five percent (35%) of accumulated leave at the time of retirement, early retirement, or death, not to exceed four hundred sixty-eight and sixty-five hundredths (468.65) hours [calculated at 35% x 1,339 hours].~~

~~Contribution based on salary at time of retirement.~~

~~IBEW WWTP:~~

~~Thirty-six percent (36%) of accumulated leave at the time of retirement, early retirement, or death, not to exceed four hundred eighty-six (486) hours [calculated at 36% x 1,350 hours].~~

~~Contribution based on salary at time of retirement.~~

~~1. AFSCME:~~

~~Thirty-five percent (35%) of accumulated medical leave at retirement, not to exceed four hundred sixty-eight and sixty-five-hundredths (468.65) hours [calculated at 35% x 1,339 hours].~~

~~Contribution based on salary at time of retirement.~~

~~Non-Union Employees:~~

~~Fifty-three percent (53%) of accumulated medical leave at retirement, not to exceed six hundred sixty-two and one-half (662.5) hours [calculated at 53% x 1,250 hours].~~ ~~Contribution based on salary at time of retirement.~~

- ~~**FOP:**~~

~~Employees shall be paid:~~

- ~~Forty percent (40%) of accumulated medical leave upon separation with a minimum of sixteen (16) years of sworn officer service or age fifty (50).~~
- ~~Fifty percent (50%) of accumulated medical leave upon separation with at least twenty (20) years of sworn officer service or age fifty-five (55).~~
- ~~**In the event of death:**~~

~~• If **not in the line of duty**: beneficiary shall receive fifty percent (50%) of accumulated medical leave.~~
~~• If **in the line of duty**: beneficiary shall receive one hundred percent (100%) of accumulated medical leave.~~
~~The compensation shall be based on the employee's salary at time of separation. Verified sworn officer service from previous agencies shall count toward the service requirement. Payment shall be made to a VEBA on the employee's behalf in lieu of direct payment.~~

B. ~~(B)~~ City Administrator and Department Directors

Upon resignation, the City Administrator and Department Directors shall receive a VEBA contribution equal to fifty percent (50%) of accumulated medical leave, not to exceed the equivalent of thirty (30) days of pay. The contribution shall be calculated using the employee's applicable rate of pay at the time of separation.~~The City Administrator and Department Directors shall receive a VEBA contribution equal to one-half (1/2) of their accumulated Medical Leave, not to exceed the equivalent of thirty (30) days of pay, upon resignation.~~

~~The compensation shall be based on the salary at the time of separation.~~

Upon retirement, early retirement, or death, the City Administrator and Department Directors shall receive compensation for unused medical leave in accordance with the provisions applicable to Non-Union employees under subsection (A).~~For purposes of retirement, compensation for unused Medical Leave shall follow the provisions outlined above for non-union employees.~~

~~(C) Death of an Employee~~

~~The death of a non-union employee shall be treated as a retirement. Fifty-three (53%) percent of the employee's unused medical leave shall be paid to the employee's beneficiary or estate. For all other employees, death benefits for unused Medical Leave shall be provided in accordance with the applicable collective bargaining agreement.~~

SECTION X - VEBA CONTRIBUTIONS

The City shall make ~~biweekly~~ contributions each regular pay period to ~~employee~~ the ~~VEBA (~~Voluntary Employees' Beneficiary Association (VEBA) accounts of employees as follows:

- **Non-union employees**: Fifty dollars ($50.00) per pay period
- **Employees covered by the IBEW Utilities, IBEW SCF, IBEW WWTP, and FOP CBAs:** Twenty dollars ($20.00) per pay period
- **Employees covered by the IAFF CBA:** Ten dollars ($10.00) per pay period

SECTION XI – LONGEVITY PAY

Employees eligible for longevity pay under this Section shall receive annual longevity pay based on the applicable service requirements and payment provisions set forth below. Eligibility shall begin with the first full pay period following completion of the specified years of service, unless otherwise provided.~~Employees covered under the following CBAs shall receive annual longevity pay based on total length of service with the City. Payment shall begin with the first full pay period following completion of the specified years of service. Unless otherwise stated, payment shall be made on a prorated basis each regular pay period.~~

A. AFSCME

Longevity pay shall be based on total length of service with the City and shall be prorated and paid each regular pay period.

- Five (5) years (beginning 6th year): $300.00
- Ten (10) years (beginning 11th year): $525.00
- Fifteen (15) years (beginning 16th year): $750.00
- Twenty (20) years (beginning 21st year): $1,000.00
- Twenty-five (25) years (beginning 26th year): $1,500.00

B. ~~FOP (Fraternal Order of Police~~FOP~~)~~

For purposes of determining longevity pay, qualifying service shall include service with the City and verified service as a sworn law enforcement officer with another agency. Longevity pay shall be prorated and paid each regular pay period.~~Based on service with the City or as a sworn officer with another agency (verified):~~

Officers~~:~~

- Five (5) years (beginning 6th year): $350.00
- Ten (10) years (beginning 11th year): $650.00
- Fifteen (15) years (beginning 16th year): $1,000.00
- Twenty (20) years (beginning 21st year): $1,350.00
- Twenty-five (25) years (beginning 26th year): $1,750.00

Sergeants and Lieutenants~~:~~

- Five (5) years (beginning 6th year): $375.00
- Ten (10) years (beginning 11th year): $650.00
- Fifteen (15) years (beginning 16th year): $1,250.00

- Twenty (20) years (beginning 21st year): $1,700.00
- Twenty-five (25) years (beginning 26th year): $2,400.00

C. IAFF

Longevity pay shall be based on total length of service with the City and shall be paid annually beginning with the first full pay period in October.

- Ten (10) years (beginning 11th year): $750.00
- Fifteen (15) years (beginning 16th year): $1,000.00
- Twenty (20) years (beginning 21st year): $1,250.00
- Twenty-five (25) years (beginning 26th year): $1,500.00

D. IBEW SCF

Longevity pay shall be based on total length of service with the City and shall be paid in a lump sum on the payroll that includes the employee's anniversary date.

- Five (5) years (beginning 6th year): $250.00
- Ten (10) years (beginning 11th year): $500.00
- Fifteen (15) years (beginning 16th year): $750.00
- Twenty (20) years (beginning 21st year): $1,150.00
- Twenty-five (25) years (beginning 26th year): $1,450.00

E. IBEW WWTP

Longevity pay shall be based on total length of service with the City and shall be prorated and paid each regular pay period.

- Five (5) years (beginning 6th year): $250.00
- Ten (10) years (beginning 11th year): $500.00
- Fifteen (15) years (beginning 16th year): $750.00
- Twenty (20) years (beginning 21st year): $1,150.00
- Twenty-five (25) years (beginning 26th year): $1,650.00

F. Non-Union Employees

- ~~—~~Longevity pay shall be based on total length of service with the City and shall be prorated and paid each regular pay period.~~Paid on a prorated basis each regular pay period:~~

- Five (5) years (beginning 6th year): $250.00
- Ten (10) years (beginning 11th year): $500.00
- Fifteen (15) years (beginning 16th year): $750.00
- Twenty (20) years (beginning 21st year): $1,150.00
-
- Twenty-five (25) years (beginning 26th year): $1,650.00
-

~~**AFSCME**~~

- ~~Five (5) years (beginning 6th year): $300.00~~
- ~~Ten (10) years (beginning 11th year): $525.00~~
- ~~Fifteen (15) years (beginning 16th year): $750.00~~
- ~~Twenty (20) years (beginning 21st year): $1,000.00~~
- ~~Twenty-five (25) years (beginning 26th year): $1,500.00~~

~~IBEW WWTP~~

- ~~Five (5) years (beginning 6th year): $250.00~~
- ~~Ten (10) years (beginning 11th year): $500.00~~
- ~~Fifteen (15) years (beginning 16th year): $750.00~~
- ~~Twenty (20) years (beginning 21st year): $1,150.00~~
- ~~Twenty-five (25) years (beginning 26th year): $1,160.00~~

~~IAFF~~

- ~~Longevity pay shall be awarded annually, beginning with the first full pay period in October:~~
- ~~Ten (10) years (beginning 11th year): $750.00~~
- ~~Fifteen (15) years (beginning 16th year): $1,000.00~~
- ~~Twenty (20) years (beginning 21st year): $1,250.00~~
- ~~Twenty-five (25) years (beginning 26th year): $1,500.00~~

~~IBEW SCF~~

~~Longevity pay shall be paid as a lump-sum on the payroll that includes the employee's anniversary date:~~

- ~~Five (5) years (beginning 6th year): $250.00~~
- ~~Ten (10) years (beginning 11th year): $500.00~~
- ~~Fifteen (15) years (beginning 16th year): $750.00~~
- ~~Twenty (20) years (beginning 21st year): $1,150.00~~
- ~~Twenty-five (25) years (beginning 26th year): $1,450.00~~

SECTION XII - SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this ordinance is found to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions of this ordinance.

SECTION XIII – FRINGE BENEFITS

All other fringe benefits, specifically benefits or monetary items that are not compensation for labor or services rendered, are contained within the respective collective bargaining agreements and the City Personnel Rules.

SECTION XI~~I~~V – EFFECTIVE DATE

The compensation adjustments and provisions set forth in this ordinance ~~pertaining to the American Federation of State, County, and Municipal Employees (AFSCME) collective bargaining unit~~ shall take effective upon passage and publication in pamphlet form, in accordance with law, and shall be effective ~~January 26~~October 1, 2026~~.~~ ~~The Nebraska minimum wage increase and the FOP Referral Incentive clarification shall be made retroactive to January 1, 2026.~~

SECTION X~~I~~V – REPEALER CLAUSE

All portions of Ordinance No. 10,0~~77~~57~~57~~, and any other ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

Enacted: _____

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: September 8, 2026

Item #: 12.f.

Subject: #10,092 - Consideration of FY2026-2027 Annual Single City Budget and Annual Appropriations Bill

Staff Contact: Patrick Brown

BACKGROUND: The public hearing for the FY2026-2027 Annual single City Budget was held on Tuesday, September 8, 2026 at 6:30pm at City Hall Council Chambers.

DISCUSSION: The "Notice of Budget Hearing and Budget Summary" was published in the Grand Island Independent dated September 2, 2026. Attached to this memorandum and included in the Council Packet is a detailed discussion.

FISCAL IMPACT: Attached to this memorandum and included in the Council Packet is a detailed discussion which includes a fiscal analysis.

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

1. Move to approve
2. Take other action as may be permitted by the Nebraska Budget Act in compliance with the requirement contained therein

RECOMMENDATION: City Administration recommends approval of FY2026-2027 Annual Single City Budget and Annual Appropriations Bill.

SAMPLE MOTION: Move to adopt Ordinance No. 10,092

ATTACHMENTS:

1. FY2026-2027 City Budget
2. Budget Summary
4. Ordinance

Discussion

The "Notice of Budget Hearing and Budget Summary" was published in the Grand Island Independent. It is appropriate currently to solicit public comment. The action item for this public hearing will be under Ordinances at the City Council meeting on September 8, 2026 at 7:00p.m.

The following is a comparison of the fiscal year 2027 proposed budget to the FY2026 adopted budget:

- The proposed FY2027 budget disbursements and transfers are 1.0% or $3,441,163 higher than the adopted FY2026 budget. The difference is mainly due to inflationary pressures and decrease in revenues.
- All Funds Revenue projections for FY2027 decreased 5.94% or $18,236,059 over FY2026 budget.
- 2026 Valuations for the City of Grand Island increased over the 2025 valuation by $304,336,184 or 6.0%. If the City applies the FY2026 mill levy of 0.2415 to the new valuation of $5,359,528,585 the City's Property Tax revenue would be $12,942,467, a tax increase of $854,505 over the prior year. The City and Community Redevelopment Authority tax ask for FY2027 is $13,007,831.
- The City is requesting the same property tax ask that was in FY2025-2026. Property Tax Ask of $12,208,841 to the new valuation decreases the mill levy to 0.227797. CRA property tax ask is $798,990 which is the same tax ask in the prior year. The CRA mill levy would decrease from 0.015805 to 0.014908.
- Total Sales Tax revenue is forecasted at $30,200,000 for FY2027. It is a 1.6% or $479,704 increase over FY2026 budget. The increase is line with the recent trend in sales tax for Grand Island but slightly lower than forecasted inflationary data.
- All other revenue sources in the General Fund account for $23,048,532. A decrease over FY2026 budget of $(472,982) or -2.0%. The decrease is in line with the recent trend for Grand Island.
- A decrease in Transfers FY2027 by $10,447,565 to $15,574,000 over FY2026. This is due to maintaining normal transfers between funds and not using excess reserves for projects.

Additional FTE's and Reclassifications:

There are no additional full time equivalents (FTE's) or reclassification approved for FY2027.

Capital Improvement Projects and Equipment Purchases for FY2027.

Department	Request Title	Budgeted - FY2027
Building Inspection	Inspection Vehicle	$ 35,000.00
Total Building Inspection		**$ 35,000.00**
Cemetery	Cemetery Roof Replacement on Shop and Office	$ 30,000.00

	Cemetery Utility Vehicle X 2	$	30,000.00
	Cemetery 60" Mower X 3	$	42,000.00
Total Cemetery		**$**	**102,000.00**
Electric Utility	ACCRUAL RECONCILIATION	$	1,069,171.00
	Distribution Building Improvements - work on Fencing on Gate Access at Line Shop	$	35,000.00
	Burdick Gas Turbines - EE Building Fire Suspension	$	150,000.00
	Burdick Gas Turbines -GT2 & GT3 Exciter Replacement	$	68,000.00
	PGS Improvements - Generator Rewind Kit	$	1,000,000.00
	PGS Improvements - Valve Overhaul	$	940,000.00
	Electric Transmission Equipment & Vehicles - Unit 1882	$	65,000.00
	Electric Distribution Equipment & Vehicles - Unit 1559	$	375,000.00
	Electric Distribution Equipment & Vehicles - Unit 1551	$	325,000.00
	Electric Distribution Equipment & Vehicles - Mini Bucket with Trailer	$	275,000.00
	Electric Distribution Equipment & Vehicles Unit 1652	$	20,600.00
	Electric Distribution Equipment & Vehicles - Unit 1657	$	20,600.00
	Burdick Gas Turbines - Gen 2 Logger	$	40,000.00
	Electric Production Equipment & Vehicles Unit #1257	$	55,000.00
	Administrative Capital Additions	$	1,783,000.00
	Electric Production Equipment & Vehicles Unit 1301	$	75,000.00
	Burdick Gas Turbines - GT3 S17 Bucket Purchase	$	1,000,000.00
	Electric Production Equipment & Vehicles Used Dump Truck from Streets Dept	$	20,000.00
	Electric Production Equipment & Vehicles Unit 1204	$	60,000.00
	Distribution Building Improvements- Garage Door & Gate Work at 1204 W N Front St	$	50,000.00
	Electric Distribution Equipment & Vehicles Unit 1688	$	65,950.00
	Distribution Underground Materials	$	3,250,000.00
	Distribution Overhead Material	$	2,700,000.00
	Electric Production Equipment & Vehicles Unit 1329	$	28,000.00

	Electric Distribution Equipment & Vehicles		
	Surveying equipment for Engineering	$	45,000.00
	2020 Electric Revenue Bond Payment	$	3,975,000.00
Total Electric Utility		**$**	**17,490,321.00**
Emergency Management	Outdoor Warning Sirens (2)	$	35,000.00
	Spare UHF Repeater	$ 8,000.00	
	UPS BATTERIES REPLACEMENT AT NORTH ROAD	$	15,000.00
	CONSOLE STATIONS	$	100,000.00
Total Emergency Management		**$**	**158,000.00**
Finance	Finance ERP Project	$	215,000.00
Total Finance		**$**	**215,000.00**
Fire and Ambulance	Construct a storage building behind fire station #1	$	375,000.00
	Room remotes for Station Alerting System	$	40,000.00
	Personal Protective Equipment	$	75,000.00
	Install chain link fence around training tower	$	12,000.00
	Replace Air Conditioning System at Fire Station #1	$	184,000.00
	Wildland Brush Truck	$	260,000.00
	Replace engine on Engine 2	$	60,000.00
	Ventilator	$	26,000.00
	Braun Ambulance (carry over from 2026)	$	462,650.00
	Technical rescue equipment (carry over from 2026)	$	145,000.00
	Mobile Radios	$	102,000.00
Total Fire and Ambulance		**$**	**1,741,650.00**
Heartland Public Shooting Park	Shower House Facility	$	296,739.98
	Camper Pad Expansion	$	150,000.00
	Trap and Skeet Field Improvements	$	203,494.71
Total Heartland Public Shooting Park		**$**	**650,234.69**
Jackrabbit Run Golf Course	Golf Course Tree Removal/Planting (multi-year project)	$	15,000.00
	Golf Blower	$	12,000.00
	Two Toro Greens Mowers	$	95,060.00
	Deck Improvements	$	60,000.00
	Driving Range Improvements	$	20,000.00
Total Jackrabbit Run Golf Course		**$**	**202,060.00**
Total Library		$	-
Library Capital Equipment	Library - Bookmobile (Carryover FY26)	$	70,000.00
Total Library Capital Equipment		**$**	**70,000.00**
Park Operations	Irrigation Truck with Utility Box	$	65,000.00
Total Park Operations		**$**	**65,000.00**

Parks & Recreation	Racquet Center Property Improvement Placeholder	$	150,000.00
	Water Systems Update per Utility Requirements	$	100,000.00
	Picnic Shelter Replacements	$	75,000.00
	Replacement Roof for Large Picnic Shelter at LE Ray Park	$	22,000.00
	Parking and Roads Improvements - Ashley Park	$	200,000.00
	Tennis Court Renovations - George Park	$	40,000.00
	Grace Abbott Park Band Stand Replacement	$	175,000.00
	Baseball/Softball Field Light Replacements - George and Ryder Parks	$	300,000.00
	Stolley Train Replacement	$	385,000.00
	Island Oasis Renovations	$	9,000,000.00
	Island Oasis Design Services (Carryover)	$	200,000.00
	Park Projects - Contingency	$	100,000.00
	Pier Park Lake Study	$	100,000.00
	Stolley Park Train Area	$	1,500,000.00
	West Connector Trail Development	$	1,500,000.00
Total Parks & Recreation		**$**	**13,847,000.00**
Parks Capital Equipment	Utility Maintenance Cart with Edger and Leaf Blower	$	33,000.00
Total Parks Capital Equipment		**$**	**33,000.00**
Police Capital Equipment	Auto Impound Upgrades and Office Build	$	360,000.00
	2027 GIPD Vehicle Request	$	782,550.00
	GIPD 2027 in car Computer Replacement	$	117,500.00
Total Police Capital Equipment		**$**	**1,260,050.00**
Public Works Capital Projects	State Street Median Improvements	$	1,250,000.00
	Stolley Park Road; State Fair Entrance to Stuhr Road	$	1,925,000.00
	Storm Water Modeling (Citywide Drainage)	$	75,000.00
	Sidewalk Cost Share Program	$	25,000.00
	North Moores Creek 80 Wetland Detention	$	2,400,000.00
	Bond Payment- PW	$	1,760,250.00
	Locust Street; Koenig Street to Fonner Park Road	$	2,535,000.00
	Broadwell/Union Pacific Railroad Grade Separation	$	344,000.00
	Annual Curb Ramp Installation	$	255,700.00
	Street/Fleet Facility	$	1,500,000.00
	13th St Median Improvements	$	2,400,000.00

	US Hwy 281 Intersection Improvements- State, 13th, Faidley, OPH, 30 WB Ramp, Stolley Park Rd	$	50,000.00
	Webb Rd/13th St Traffic Signal	$	750,000.00
	Sycamore St; 10th St to Capital Ave	$	3,500,000.00
	PVIP Drainage Dist 2020-1	$	450,000.00
	Capital Outfall Large Culvert Replacement	$	150,000.00
	Faidley Ave Median Improvements	$	685,000.00
	State St; Custer Ave to Broadwell Ave	$	370,000.00
	US Highway 281 Resurfacing CN42025	$	125,000.00
	East Bypass Engineering Study (NDOT)	$	300,000.00
	W Connector to Legacy 34 Trail Corridor Study	$	100,000.00
	Moores Creek Extension (Associated w/ Trail)	$	100,000.00
	Burlington Northern SF Crossing Rail Study	$	75,000.00
Total Public Works Capital Projects		**$**	**21,124,950.00**
Solid Waste	Vehicles (TS)	$	60,000.00
	SW- Machinery & Equipment (LF)	$	1,320,000.00
	PW- Solid Waste- Landfill Improvements	$	310,000.00
	PW- Solid Waste - Transfer Station Improvements	$	2,130,000.00
Total Solid Waste		**$**	**3,820,000.00**
	Blower Modifications; 2026-WWTP-2	$	2,175,324.00
	UV System Upgrade; 2023-WWTP-1	$	2,545,954.00
	Aeration Basin No. 4 Diffuser Replacement	$	52,000.00
	Headworks Carbon Replacement	$	250,000.00
	SS District- Unknown	$	1,000,000.00
	Collection System Master Plan Update	$	550,000.00
	S Locust St Sanitary Sewer Repairs; 2024-S-5	$	219,524.29
	MH Rehab; 2025-S-2	$	41,672.99
	13th St Sanitary Sewer Extension; 2025-S-6	$	1,320,160.00
	E 15th St & Saint Paul Rd Sanitary Sewer Extension	$	200,000.00
Total Wastewater Utility		**$**	**8,354,635.28**
Water Utility	LSL Loan Payment	$	31,500.00
	Pumpstation Improvements - Elevated Storage Fence	$	150,000.00
	Water Distribution Improvements - Airport (old Car Wash Area)	$	300,000.00
	Water Distribution Equipment & Vehicles Unit 905	$	90,000.00
	Pumpstation Improvements - Elevated Storage Grading	$	100,000.00
	Distribution Improvements - Arthur	$	37,590.00

	Water Distribution Improvements - Locust	$	250,000.00
	Water Distribution Equipment & Vehicles Trench Box, Hydrant Buddy, Valve Operators	$	43,000.00
	Water Districts	$	230,000.00
	2020 Water Revenue Bond Payment	$	360,000.00
	Administrative Water Capital Additions	$	150,000.00
Total Water Utility		**$**	**1,742,090.00**
Total Departments		**$**	**70,910,990.97**

Below is the Notice of Budget Hearing and Budget Summary.

City of Grand Island

IN

Hall County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 8 day of September 2026, at 6:30 o'clock P.M., at 100 E 1st St. for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2024-2025 Actual Disbursements & Transfers	$	276,602,395.27
2025-2026 Actual/Estimated Disbursements & Transfers	$	334,124,594.83
2026-2027 Proposed Budget of Disbursements & Transfers	$	337,565,757.00
2026-2027 Necessary Cash Reserve	$	111,387,418.90
2026-2027 Total Resources Available	$	448,953,175.90
Total 2026-2027 Personal & Real Property Tax Requirement	$	13,016,921.21
Unused Budget Authority Created For Next Year	$	-
Breakdown of Property Tax:		
Personal and Real Property Tax Required for Non-Bond Purposes	$	13,016,921.21
Personal and Real Property Tax Required for Bonds	$	-

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 8th day of September 2026, at 7:00 o'clock P.M., at 100 E 1st St. for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2025	2026	Change
Operating Budget	334,124,594.83	337,565,757.00	1%
Property Tax Request	$ 13,015,620.00	$ 13,016,921.21	0%
Valuation	5,055,192,401	5,359,528,585	6%
Tax Rate	0.257470	0.242874	-6%
Tax Rate if Prior Tax Request was at Current Valuation	0.242850		

Updates to the Proposed FY2027 General Fund Budget

A Balanced Budget

Assuming No New Taxes

Assuming No New Hires or Reclassifications

Purpose

Since the presentation of the proposed FY2027 General Fund budget to the Grand Island City Council on August 18, 2026, staff have continued to review the budget for opportunities to reduce expenditures, improve the accuracy of revenue and expenditure assumptions, and strengthen the City's long-term financial position.

This review has resulted in several updates to the FY2027 budget and, more importantly, a more conservative methodology for projecting the General Fund through FY2031. This review also supports the administration's recommendation for no additional hiring during FY2027, a reduction in personnel services, a reduction in expenses, and no new taxes. The objective is to present the Council with a budget that is both responsible for FY2027 and sustainable over the next five years.

The updated five-year projection incorporates historical experience with personnel vacancy savings, operating expenditure savings, and revenue performance. The resulting projection provides a more realistic picture of the City's financial capacity while maintaining the City's Fiscal Policy objective of preserving reserves at 20 to 30% of operating expenditures.

Updates Since the August 18 Presentation

Following the August 18 budget presentation, staff identified additional savings and reductions totaling approximately **$1.21 million**.

Reduction in Personnel Services – $457,830

Personnel Services were reduced by **$457,830** based on a further review of staffing, vacancies, and anticipated personnel expenditures.

This adjustment recognizes that the City's budgeted personnel costs have historically not been fully realized because of vacancies, turnover, hiring delays, and other normal fluctuations in personnel expenditures.

Reduction in Operating Expenditures – $44,520

Operating expenditure was reduced by **$44,520**, with the majority of the reductions occurring in **travel and training**.

These reductions are intended to eliminate or defer expenditures that are not essential to maintaining core City services while still providing departments sufficient resources to operate effectively.

Reduction in Transfers (funds from the General Fund to other Funds) – $709,060

Transfers from the General Fund were reduced by **$709,060** through several adjustments:

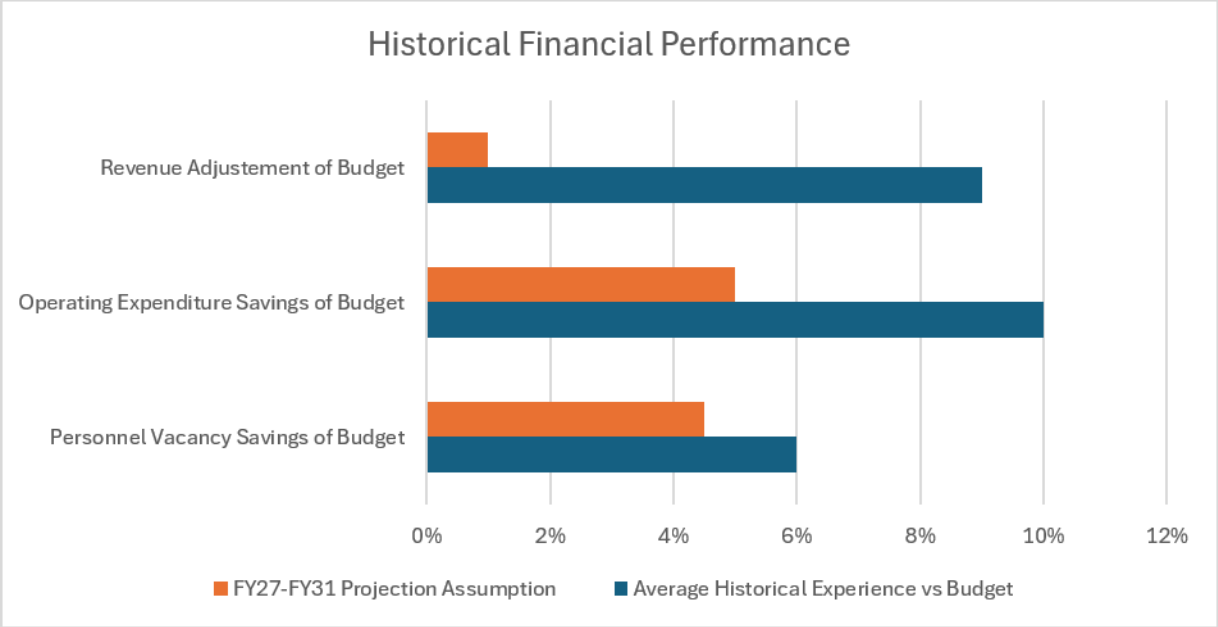
- The **Library carpet replacement project ($300,000)** was moved from FY2027 to FY2028.
- **$107,060 for golf mowing equipment** was removed from General Fund transfer and moved to Capital Equipment Fund (using excess cash balance).
- The General Fund contribution for **computer replacement was reduced from $400,000 to $200,000** but keeps the City's technology updated.
- **Cemetery equipment ($102,000)** will be funded from Interest & Dividend revenue generated by the Local Assistance Fund (295), which can be used specifically for Parks operations, rather than through the General Fund transfer.

These changes reduce the immediate pressure on the General Fund while maintaining the City's ability to address these capital and equipment needs through other appropriate funding sources.

Incorporating Historical Financial Performance

In addition to reviewing the FY2027 budget line-by-line, staff analyzed actual financial performance over the past five years to determine whether the City's budget assumptions appropriately reflect historical experience.

Three significant trends were identified:



The updated projection intentionally uses assumptions that are **more conservative than the City's historical experience**.

For example, while the City has historically experienced approximately 6% in personnel vacancy savings, the projection assumes only 4.5%. Likewise, historical operating expenditure savings have averaged approximately 10%, but the projection assumes only 5%.

Most significantly, historical revenue adjustments have averaged approximately 9%, while the five-year projection assumes only a **1% revenue adjustment**.

This approach provides a reasonable margin of caution and avoids building the City's future financial position on the assumption that favorable historical trends will necessarily continue.

FY2027 General Fund Position

After incorporating the personnel savings, operating reductions, transfer reductions, and updated revenue and expenditure assumptions, the FY2027 General Fund budget is projected to have:

Projected FY2027 excess of revenues over expenses and transfers: $251,584

The updated projection shows:

- Total FY2027 revenue of approximately **$54.33 million**;
- Personnel Services after the projected vacancy adjustment of approximately **$41.63 million**;

- Operating expenditures after the projected savings adjustment of approximately **$10.27 million**; and
- Transfers out of approximately **$2.18 million**.

The resulting **$251,584 positive budget position** provides the City with a modest but important financial margin going into FY2027.

Five-Year General Fund Outlook

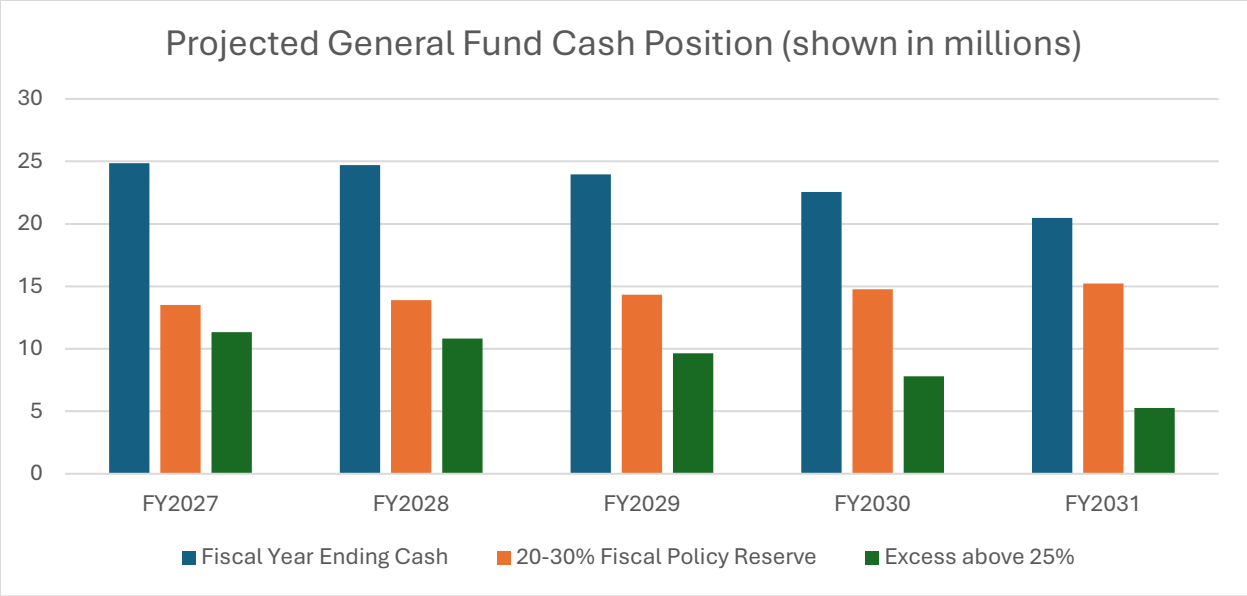
The revised projection extends the analysis through FY2031. The projection assumes:

- Revenue growth of approximately 1.5% to 2% before the additional 1% revenue adjustment;
- A 4.5% personnel vacancy savings factor;
- A 5% operating expenditure savings factor; and
- Transfers out remaining generally consistent with the revised projection.

The five-year projection demonstrates that the General Fund will experience increasing financial pressure in the later years as personnel and operating costs continue to grow faster than available revenues, especially with the volatility of the City's largest revenue source which is sales tax.

However, the City retains sufficient reserves to absorb those projected deficits through FY2031 while continuing to meet the City's Fiscal Policy recommendation of maintaining reserves equal to **20-30% of operating expenditures**.

The projection shows the following ending cash and reserve position:



The significance of this projection is that the City does **not** fall below the 20-30% reserve policy. However, the margin above the required reserve level declines substantially by FY2031. This should be viewed as an important warning indicator rather than an indication that additional spending capacity exists.

The Importance of Controlling Personnel Growth

One of the most important decisions associated with the FY2027 budget is the decision **not to add additional personnel positions or implement additional reclassifications at this time**.

Personnel costs are the City's largest General Fund expenditure category. The FY2027 projection identifies more than $43.6 million in budgeted Personnel Services before the vacancy adjustment. Personnel Services also continue to grow throughout the five-year projection, reaching approximately $50.0 million by FY2031.

Adding a position has a financial impact that extends well beyond the first year of the budget. The cost of an employee includes salary, benefits, retirement contributions, health insurance, payroll taxes, equipment, training, and other associated costs. Future compensation adjustments can further increase the ongoing cost.

Similarly, a reclassification may create a permanent increase in the City's personnel cost structure. While an individual reclassification may appear manageable within a single budget year, the cumulative effect of multiple additions and reclassifications can materially affect the City's long-term financial position.

For that reason, future requests for additional positions or reclassifications should receive careful scrutiny and should demonstrate:

1. A clearly identified operational need;
2. The impact on service delivery if the position is not approved;
3. Whether existing staffing levels and work processes have been fully evaluated;
4. Opportunities to reorganize, automate, or otherwise improve efficiency;
5. The full ongoing cost of the position, including benefits and future compensation increases; and
6. A sustainable funding source for the position over the long term.

A More Conservative Financial Approach

The revised five-year projection represents a change in approach from simply balancing the upcoming fiscal year's budget to evaluating whether the City's financial structure is sustainable over time.

The City is benefiting from several favorable circumstances, including historical vacancy savings, operating expenditure savings, and revenues that have generally performed better than originally budgeted. However, it would be imprudent to assume that all of those favorable trends will continue indefinitely.

The updated projection therefore uses only:

- **4.5% vacancy savings**, compared with approximately 6% historically;
- **5% operating savings**, compared with approximately 10% historically; and
- **1% revenue adjustment**, compared with approximately 9% historically.

These conservative assumptions provide a more realistic financial baseline for Council decision-making.

Conclusion and Recommendation

The updates made since the August 18 presentation have strengthened the proposed FY2027 General Fund budget.

The City has identified approximately **$1.21 million in additional savings and expenditure reductions**, including $457,830 in personnel savings, $44,520 in operating reductions, and $709,060 in reduced transfers.

More importantly, the updated five-year projection demonstrates that the FY2027 budget can be balanced without relying on aggressive revenue assumptions or adding new ongoing

personnel costs, and no new taxes have been added. FY2027 is projected to end with **$251,584 more in revenues than expenses and transfers**.

The five-year projection does show increasing financial pressure in the out-years. Nevertheless, the General Fund is projected to remain above the City's **20-30% Fiscal Policy reserve recommendation through FY2031**, although the cushion above that threshold declines through FY2031.

This should reinforce the importance of maintaining discipline in future budgets.

I recommend that the City Council approve the revised FY2027 General Fund budget with no additional personnel positions or reclassifications beyond those currently incorporated into the proposed budget. Going forward, requests that increase the City's ongoing personnel commitment should receive heightened scrutiny because personnel decisions create recurring costs that can affect the City's financial position for many years.

The goal should not simply be to balance the FY2027 budget. The goal should be to maintain the City's ability to provide quality services, respond to future needs, and preserve a strong financial position without gradually committing the City to expenditures that future revenues cannot sustainably support.

The revised budget provides the City with that opportunity. It is a responsible approach for FY2027 and establishes a more disciplined framework for managing the General Fund in the years ahead.

Updates to the Proposed FY2027 General Fund Budget

A Balanced Budget

Assuming No New Taxes

Assuming No New Hires or Reclassifications

Purpose

Since the presentation of the proposed FY2027 General Fund budget to the Grand Island City Council on August 18, 2026, staff have continued to review the budget for opportunities to reduce expenditures, improve the accuracy of revenue and expenditure assumptions, and strengthen the City's long-term financial position.

This review has resulted in several updates to the FY2027 budget and, more importantly, a more conservative methodology for projecting the General Fund through FY2031. This review also supports the administration's recommendation for no additional hiring during FY2027, a reduction in personnel services, a reduction in expenses, and no new taxes. The objective is to present the Council with a budget that is both responsible for FY2027 and sustainable over the next five years.

The updated five-year projection incorporates historical experience with personnel vacancy savings, operating expenditure savings, and revenue performance. The resulting projection provides a more realistic picture of the City's financial capacity while maintaining the City's Fiscal Policy objective of preserving reserves at 20 to 30% of operating expenditures.

Updates Since the August 18 Presentation

Following the August 18 budget presentation, staff identified additional savings and reductions totaling approximately **$1.21 million**.

Reduction in Personnel Services – $457,830

Personnel Services were reduced by **$457,830** based on a further review of staffing, vacancies, and anticipated personnel expenditures.

This adjustment recognizes that the City's budgeted personnel costs have historically not been fully realized because of vacancies, turnover, hiring delays, and other normal fluctuations in personnel expenditures.

Reduction in Operating Expenditures – $44,520

Operating expenditure was reduced by **$44,520**, with the majority of the reductions occurring in **travel and training**.

These reductions are intended to eliminate or defer expenditures that are not essential to maintaining core City services while still providing departments sufficient resources to operate effectively.

Reduction in Transfers (funds from the General Fund to other Funds) – $709,060

Transfers from the General Fund were reduced by **$709,060** through several adjustments:

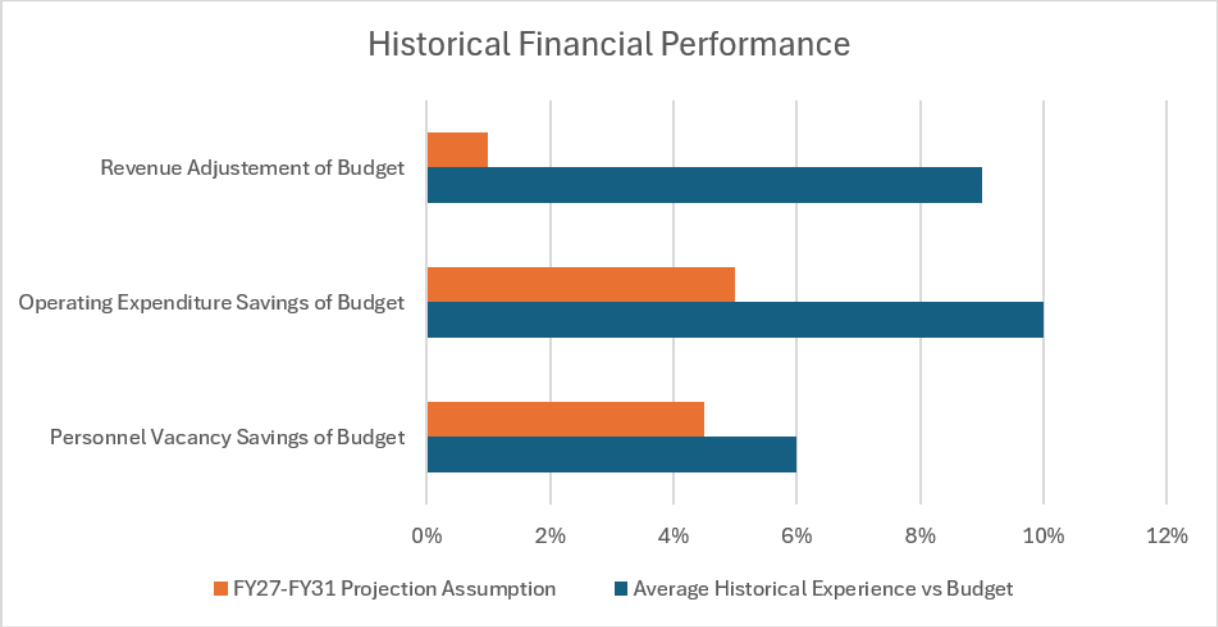
- The **Library carpet replacement project ($300,000)** was moved from FY2027 to FY2028.
- **$107,060 for golf mowing equipment** was removed from General Fund transfer and moved to Capital Equipment Fund (using excess cash balance).
- The General Fund contribution for **computer replacement was reduced from $400,000 to $200,000** but keeps the City's technology updated.
- **Cemetery equipment ($102,000)** will be funded from Interest & Dividend revenue generated by the Local Assistance Fund (295), which can be used specifically for Parks operations, rather than through the General Fund transfer.

These changes reduce the immediate pressure on the General Fund while maintaining the City's ability to address these capital and equipment needs through other appropriate funding sources.

Incorporating Historical Financial Performance

In addition to reviewing the FY2027 budget line-by-line, staff analyzed actual financial performance over the past five years to determine whether the City's budget assumptions appropriately reflect historical experience.

Three significant trends were identified:



The updated projection intentionally uses assumptions that are **more conservative than the City's historical experience**.

For example, while the City has historically experienced approximately 6% in personnel vacancy savings, the projection assumes only 4.5%. Likewise, historical operating expenditure savings have averaged approximately 10%, but the projection assumes only 5%.

Most significantly, historical revenue adjustments have averaged approximately 9%, while the five-year projection assumes only a **1% revenue adjustment**.

This approach provides a reasonable margin of caution and avoids building the City's future financial position on the assumption that favorable historical trends will necessarily continue.

FY2027 General Fund Position

After incorporating the personnel savings, operating reductions, transfer reductions, and updated revenue and expenditure assumptions, the FY2027 General Fund budget is projected to have:

Projected FY2027 excess of revenues over expenses and transfers: $251,584

The updated projection shows:

- Total FY2027 revenue of approximately **$54.33 million**;
- Personnel Services after the projected vacancy adjustment of approximately **$41.63 million**;

- Operating expenditures after the projected savings adjustment of approximately **$10.27 million**; and
- Transfers out of approximately **$2.18 million**.

The resulting **$251,584 positive budget position** provides the City with a modest but important financial margin going into FY2027.

Five-Year General Fund Outlook

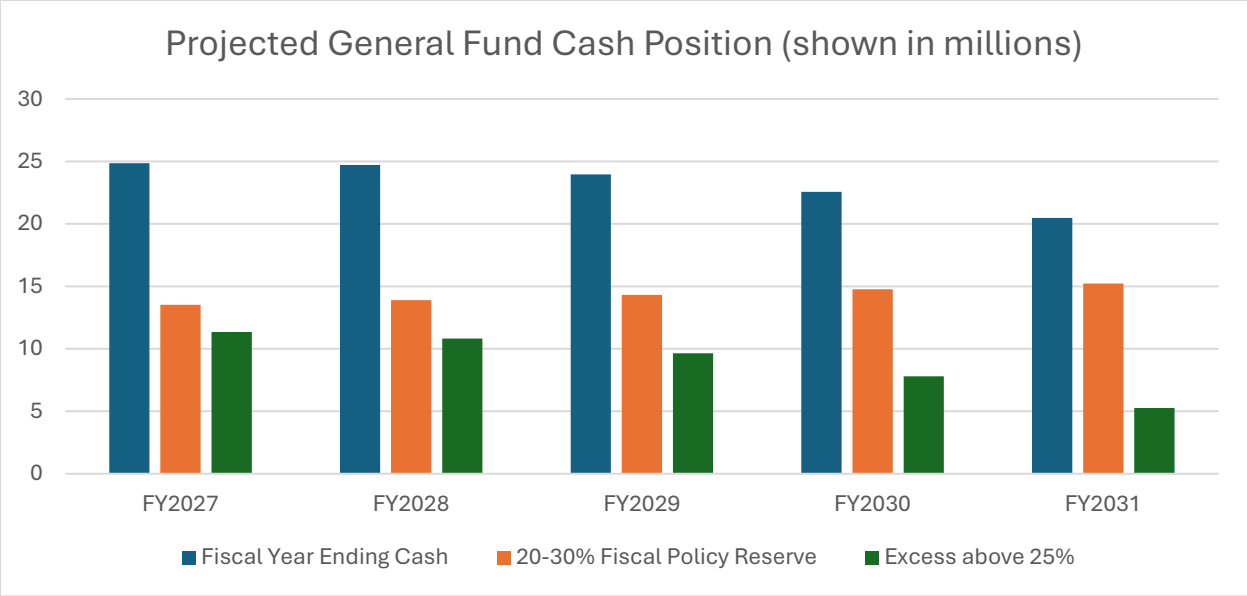
The revised projection extends the analysis through FY2031. The projection assumes:

- Revenue growth of approximately 1.5% to 2% before the additional 1% revenue adjustment;
- A 4.5% personnel vacancy savings factor;
- A 5% operating expenditure savings factor; and
- Transfers out remaining generally consistent with the revised projection.

The five-year projection demonstrates that the General Fund will experience increasing financial pressure in the later years as personnel and operating costs continue to grow faster than available revenues, especially with the volatility of the City's largest revenue source which is sales tax.

However, the City retains sufficient reserves to absorb those projected deficits through FY2031 while continuing to meet the City's Fiscal Policy recommendation of maintaining reserves equal to **20-30% of operating expenditures**.

The projection shows the following ending cash and reserve position:



The significance of this projection is that the City does **not** fall below the 20-30% reserve policy. However, the margin above the required reserve level declines substantially by FY2031. This should be viewed as an important warning indicator rather than an indication that additional spending capacity exists.

The Importance of Controlling Personnel Growth

One of the most important decisions associated with the FY2027 budget is the decision **not to add additional personnel positions or implement additional reclassifications at this time**.

Personnel costs are the City's largest General Fund expenditure category. The FY2027 projection identifies more than $43.6 million in budgeted Personnel Services before the vacancy adjustment. Personnel Services also continue to grow throughout the five-year projection, reaching approximately $50.0 million by FY2031.

Adding a position has a financial impact that extends well beyond the first year of the budget. The cost of an employee includes salary, benefits, retirement contributions, health insurance, payroll taxes, equipment, training, and other associated costs. Future compensation adjustments can further increase the ongoing cost.

Similarly, a reclassification may create a permanent increase in the City's personnel cost structure. While an individual reclassification may appear manageable within a single budget year, the cumulative effect of multiple additions and reclassifications can materially affect the City's long-term financial position.

For that reason, future requests for additional positions or reclassifications should receive careful scrutiny and should demonstrate:

1. A clearly identified operational need;
2. The impact on service delivery if the position is not approved;
3. Whether existing staffing levels and work processes have been fully evaluated;
4. Opportunities to reorganize, automate, or otherwise improve efficiency;
5. The full ongoing cost of the position, including benefits and future compensation increases; and
6. A sustainable funding source for the position over the long term.

A More Conservative Financial Approach

The revised five-year projection represents a change in approach from simply balancing the upcoming fiscal year's budget to evaluating whether the City's financial structure is sustainable over time.

The City is benefiting from several favorable circumstances, including historical vacancy savings, operating expenditure savings, and revenues that have generally performed better than originally budgeted. However, it would be imprudent to assume that all of those favorable trends will continue indefinitely.

The updated projection therefore uses only:

- **4.5% vacancy savings**, compared with approximately 6% historically;
- **5% operating savings**, compared with approximately 10% historically; and
- **1% revenue adjustment**, compared with approximately 9% historically.

These conservative assumptions provide a more realistic financial baseline for Council decision-making.

Conclusion and Recommendation

The updates made since the August 18 presentation have strengthened the proposed FY2027 General Fund budget.

The City has identified approximately **$1.21 million in additional savings and expenditure reductions**, including $457,830 in personnel savings, $44,520 in operating reductions, and $709,060 in reduced transfers.

More importantly, the updated five-year projection demonstrates that the FY2027 budget can be balanced without relying on aggressive revenue assumptions or adding new ongoing

personnel costs, and no new taxes have been added. FY2027 is projected to end with **$251,584 more in revenues than expenses and transfers**.

The five-year projection does show increasing financial pressure in the out-years. Nevertheless, the General Fund is projected to remain above the City's **20-30% Fiscal Policy reserve recommendation through FY2031**, although the cushion above that threshold declines through FY2031.

This should reinforce the importance of maintaining discipline in future budgets.

I recommend that the City Council approve the revised FY2027 General Fund budget with no additional personnel positions or reclassifications beyond those currently incorporated into the proposed budget. Going forward, requests that increase the City's ongoing personnel commitment should receive heightened scrutiny because personnel decisions create recurring costs that can affect the City's financial position for many years.

The goal should not simply be to balance the FY2027 budget. The goal should be to maintain the City's ability to provide quality services, respond to future needs, and preserve a strong financial position without gradually committing the City to expenditures that future revenues cannot sustainably support.

The revised budget provides the City with that opportunity. It is a responsible approach for FY2027 and establishes a more disciplined framework for managing the General Fund in the years ahead.

Revenue Growth %	2.00%	Operating Exp. Growth %	2.00%		Vacancy Savings	4.50%	
Transfers OUT %	0.00%	Personnel Exp. Growth %	3.50%		Operating Savings	5.00%	
					Revenue Adj	1.00%	

General Fund Projection 5 YR

	2025 Budget/Acutal	FY2026 Budget	2027 Proposed	2028	2029	2030	2031
Beginning Cash	$ 42,571,872	$ 36,597,630	$ 24,608,168	$ 24,859,752	$ 24,714,984	$ 23,959,463	$ 22,558,355
General Fund Revenues (budgeted)	$ 53,606,230	$ 53,995,169	$ 53,709,327	$ 54,783,514	$ 55,879,184	$ 56,996,767	$ 58,136,703
Projected Revenue Adjustment	$ 768,986	$ 323,703	$ 537,093	$ 547,835	$ 558,792	$ 569,968	$ 581,367
Projected increase in Payroll covered by Vacancy Savings from 2024							
Transfers In	$ 80,000	$ 35,000	$ 80,000	$ 80,000	$ 80,000	$ 80,000	$ 80,000
Total Revenue	**$ 54,455,216**	**$ 54,353,872**	**$ 54,326,420**	**$ 55,411,349**	**$ 56,517,976**	**$ 57,646,735**	**$ 58,798,070**
Personnel Services (budgeted)	$ 40,986,092	$ 43,644,518	$ 43,588,369	$ 45,113,962	$ 46,692,951	$ 48,327,204	$ 50,018,656
End of Year Vacancy adjustment	$ (2,116,243)	$ (1,485,305)	$ (1,961,477)	$ (2,030,128)	$ (2,101,183)	$ (2,174,724)	$ (2,250,840)
Operating Expense (budgeted)	$ 11,790,559	$ 11,380,126	$ 10,807,310	$ 11,023,456	$ 11,243,925	$ 11,468,803	$ 11,698,179
End of Year Operating adjustment	$ (2,717,655)	$ (636,064)	$ (540,365)	$ (551,173)	$ (562,196)	$ (573,440)	$ (584,909)
Transfers Out - Operations	$ 2,443,984	$ 2,890,060	$ 2,181,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000
Total Expenses - Operations	**$ 50,386,737**	**$ 55,793,335**	**$ 54,074,837**	**$ 55,556,117**	**$ 57,273,496**	**$ 59,047,843**	**$ 60,881,087**
Difference between Revenues v. Expenses			$ 251,584	$ (144,768)	$ (755,521)	$ (1,401,108)	$ (2,083,017)
Excess Reserve Usage							
Fire Station #3	$ (5,393,721)						
Ladder Truck	$ (2,340,000)						
Ambulance	$ (409,000)						
Police Vehicle Storage & Training Facility	$ (1,900,000)						
Stolley Park Train Improvement		$ (2,250,000)					
Ryder Park Ball Field Upgrade		$ (3,800,000)					
Island Oasis Renovations		$ (4,500,000)					

	2025 Budget/Acutal	FY2026 Budget	2027 Proposed	2028	2029	2030	2031
Total Excess Reserve Usage	**$ (10,042,721)**	**$ (10,550,000)**					
Ending Cash - Subtotal	**$ 36,597,630**	**$ 24,608,168**	**$ 24,859,752**	**$ 24,714,984**	**$ 23,959,463**	**$ 22,558,355**	**$ 20,475,338**
Cash Reserves 20-30% Per Fiscal Policy	**$ 12,596,684**	**$ 13,948,334**	**$ 13,518,709**	**$ 13,889,029**	**$ 14,318,374**	**$ 14,761,961**	**$ 15,220,272**
Excess Reserves	**24,000,946**	**10,659,834**	**11,341,043**	**10,825,955**	**9,641,089**	**7,796,395**	**5,255,067**

ORDINANCE NO. 10,092

An ordinance known as "The Annual Appropriation Bill" of the City of Grand Island, Nebraska to adopt the proposed budget statement pursuant to the Nebraska Budget Act for the fiscal year commencing October 1, 2026 and ending September 30, 2027; to provide for severability; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That, after complying with all procedures required by law, the budget presented and set forth in the budget statement is approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2026 through September 30, 2027. All sums of money, totaling $337,565,757, contained in the budget statement are appropriated for the necessary expenses and liabilities of the City of Grand Island.

SECTION 2. A copy of the budget statement shall be forwarded as provided by law to the Auditor of Public Accounts, the State of Nebraska, and to the County Clerk of Hall County, Nebraska, for use by the levying authority.

SECTION 3. If any section, subsection or any other portion of this ordinance or the adopted budget statement is held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct and independent, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. 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: September 8, 2026

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk