Meeting Agenda of City Council Regular Meeting
Council Chambers
100 E First Street
May 26, 2026 7:00 PM

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

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

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

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

6. **CONSENT AGENDA**

   a. Approving Minutes of the May 12, 2026 City Council Regular Meeting
   b. Approving Payment of Claims for the Period of May 13, 2026 through May 26, 2026 in the total amount of $7,798,263.50
   c. #2026-124 - Approving Temporary Construction Easement for State Street/Diers Avenue Improvements; Project No. 2026-P-1 (Conestoga North, LLC, Mehring/Robertson/Irwin and Centris Federal Credit Union)
   d. #2026-125 - Approving Certificate of Final Completion for Tree Removal at North Broadwell Avenue
   e. #2026-126 - Approving Public Works Dell Computer Equipment Replacement
   f. #2026-127 - Approving JBR Subdivision Final Plat Subdivision Agreement for JBR Subdivision
   g. #2026-128 - Approving La Luc Second Subdivision Final Plat and Subdivision Agreement for La Luc Second Subdivision
   h. #2026-129 - Approving Ross Third Subdivision Final Plat and Subdivision

Agreement for Ross Third Subdivision.

i. #2026-130 - Approving Shearer Subdivision Final Plat and Subdivision Agreement for Shearer Subdivision

j. #2026-131 - Approving the purchase of nine (9) APX8500 P25 Compliant in car radios from Motorola Solutions for the Police Department's new 2026 patrol fleet vehicles upfit.

k. #2026-132 - Approving the purchase of a one year contract with LexisNexis Risk Solutions for the Accurint Crime Analysis Dashboard

l. #2026-133 - Approving the purchase of nine (9) M500 Watchguard in car video systems with V700 Body Worn Camera from Motorola Solutions for the Police Department's new 2026 patrol fleet vehicles upfit

m. #2026-134 - Approving the Nebraska State Radio System Interlocal Agreement

n. #2026-135 - Approving Purchase of a Security System for Heartland Events Center

7. PUBLIC HEARINGS

a. Public Hearing Request from Caguama Station, LLC, dba Caguama Station, 2105 W. 2nd Street, Grand Island, Nebraska for a Class "C" Liquor License

#2026-136 - Approving Request from Caguama Station, LLC, dba Caguama Station2105 W. 2nd Street, Grand Island, Nebraska for a Class "C" Liquor License and Liquor Manager Designation for Amanda Sanchez, 504 Kennedy Place, Grand Island, Nebraska

b. Public Hearing on Request from VenuWorks of Grand Island LLC, dba VenuWorks (Heartland Events Center), 690 East Stolley Park Rd, for a Catering Designation to their Class "I" Liquor License

#2025-137 - Approving Request from VenuWorks of Grand Island LLC, dba VenuWorks(Heartland Events Center), 690 East Stolley Park Rd, for a Catering Designation to their Class "I" Liquor License

c. Public Hearing on Acquisition of Permanent Utility Easements for State Street/Diers Avenue Improvements; Project No. 2026-P-1 (Conestoga North, LLC, Mehring/Robertson/Irwin, and Centris Federal Credit Union)

#2026-138 - Approving Acquisition of Permanent Utility Easements for State Street/Diers Avenue Improvements; Project No. 2026-P-1 (Conestoga North, LLC, Mehring/Robertson/Irwin, and Centris Federal Credit Union)

d. Public Hearing to Consider Rezoning 40 acres west of Hwy 281 and south of Guenther Road from TA Transitional Agriculture to CD Commercial Development Zone and Consider the preliminary and final plat for Guenther SID Subdivision in the Grand Island ETJ

#10,074 - Consideration of Approving Rezoning 40 acres west of Hwy 281 and south of Guenther Road from TA Transitional Agriculture to CD Commercial

Development Zone

#2026-139 - Approving the preliminary and final plat for Guenther SID Subdivision in the Grand Island ETJ

e. Public Hearing to Consider Rezoning Lot 2 of Sterling Estates Ninth Subdivision from RD Residential Development Zone to an amended RD Residential Development Zone to reconfigure the buildings and units permitted on the lot.

#10,075 - Consideration of Approving Rezoning Lot 2 of Sterling Estates Ninth Subdivision from RD Residential Development Zone to an amended RD Residential Development Zone to reconfigure the buildings and units permitted on the lot.

8. RESOLUTIONS

a. #2026-140 - Approving Real Estate Option Agreement with Nebraska Game and Parks Foundation for Camp Augustine

b. #2026-141 - Approving Wastewater Cost of Service Based Rates

9. ORDINANCES

a. #10,076 - Consideration of Approving Water Cost of Service Based Rates

10. OTHER ITEMS

a. Closed Session to Receive Update on Pending Litigation, Litigation Which is Imminent as Evidenced by Communication of a Claim or Threat of Litigation and to Review, and Potentially Authorize, the Preparation of a Proposed Settlement of a Regulatory Matter by the City Attorney.

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11. ADJOURNMENT

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 6.a.

Subject: Approving Minutes of the May 12, 2026 City Council Regular Meeting

Staff Contact: Jill Granere

BACKGROUND: N/A

DISCUSSION: N/A

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: N/A

ATTACHMENTS:
1. Minutes

City Council Meeting Minutes

Council Chambers
City Hall
100 East First Street
May 12, 2026
7:00 PM

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE
3. ROLL CALL

The following City Officials were present, City Administrator Patrick Brown, City Clerk Jill Granere, City Attorney Kari Fisk, Assistant City Attorney Matt Boyle 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, Mike Paulick, and Doug Lanfear. Mike Paulick exited the meeting at 9:06 p.m.

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

6.) PRESENTATIONS AND PROCLAMATIONS

6.a) Recognition of SkillsUSA State Leadership and Skills Championship
Cover Page

6.c) Grand Island Public Library 2025 Annual Report
Cover Page
Library Annual Report Affidavit 20242025
Presentation

7. CONSENT AGENDA

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

7.a) Approving Minutes of the April 28, 2026, City Council Regular Meeting
Cover Page

Minutes

7.b) Approving Payment of Claims for the Period of May 13, 2026 through May 26, 2026 in the total amount of $5,045,785.13.

Cover Page
Claims

7.c) #2026-113 - Approving Purchase of Stryker Lucas Devices

Cover Page
Stryker Lucas Sourcewell Quote
Stryker Price File
Contract
Resolution

In an amount of $37,158.68.

7.d) #2026-114 - Approving Backflow Management System

Cover Page
Service Order
Contract
Resolution

With SwiftComply US OpCo, Inc. of Pleasanton, California in an amount of a one-time service fee of $10,000.00 and an Annual Software Subscription of $15,000.00 with an annual increase of 3% per year for 5 years.

7.e) #2026-115 - Approving Purchase of a Kenworth T480 Truck Chassis for Electric Overhead Department

Cover Page
Sourcewell Contract
Resolution

With Sahling Kenworth Inc. of Kearney, Nebraska in an amount of $131,662.00.

7.f) #2026-116 - Approving Price Change of 2024 Freightliner Truck

Cover Page
Change Order
Resolution

For a 2027 Freightliner truck with an articulating aerial device from Terex Utilities, Inc., of Watertown, South Dakota, in the amount of $29,359.00 for a total cost of $381,934.00.

7.g) #2026-117 - Approving the Purchase of a Bookmobile from Farber Specialty Vehicles utilizing the OMNIA Partners Cooperative Purchasing Contract

Cover Page
Info Page

Quote
Agreement
Resolution

Funding by up to $200,000 from the Grand Island Public Library Foundation, $70,000 from the City of Grand Island Capital Expenditures, and $10,000 from a Carnegie Grant for a total of $279,818.28.

7.h) #2026-118 - Approving Grand Island Public Library Purchase Order for Ingram Library Services

Cover Page
Nebraska Library Commission
Resolution

In an amount of $67,000.

7.i) #2026-119 - Approving Bid Award for Chip Seal Project No. 2026-CS-1

Cover Page
2026-CS-1- Sta-Bilt Construction Company Contract
Resolution

With Sta-Bilt Construction Company of Harlan, Iowa in in amount of $240,158.12.

7.j) #2026-120 - Approving the Grand Island Police Department to apply as a sub-recipient for the Nebraska State Patrol (NSP) FYI25 BJA grant for federal assistance for the Comprehensive Opioid, Stimulant, and Substance Use, Site-Based Program

Cover Page
Resolution

City of Grand Island Police Department could be allocated $500,000.00 under this sub-recipient award.

7.k) #2026-121- Approving Selection of an Underwriter for the City's Proposed Sale of Tax Supported Municipal Improvement Bonds, Series 2026

Cover Page
Resolution

With D.A. Davidson & Co.

8.) PUBLIC HEARINGS

8.a) Public Hearing on Blight and Substandard Study for proposed CRA Area #42 located in north west Grand Island east of north road and south of Capital Avenue. (Grand Island Area Habitat for Humanity)

#2026-122 - Approving Blight and Substandard Study for proposed CRA Area

#42 located in north west Grand Island east of north road and south of Capital Avenue. (Grand Island Area Habitat for Humanity)

Cover Page
42 Location
Grand Island Area 42 Habitat Blight Study
Resolution 2026-04
Resolution

Community Development Director Chad Nabity reported the Grand Island Area Habitat for Humanity submitted a study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. On March 10, 2026, the Grand Island City Council forwarded the Blight Study to the Hall County Regional Planning Commission for review. This area as defined by the study would be referred to as Community Redevelopment Authority (CRA) Area 42. The study was prepared and submitted indicated that this property could be considered substandard and blighted. This only included property that was located within the municipal limits of Grand Island. The study as presented shows that this property meets the criteria to be declared blighted and substandard of its own accord. The Planning Commission recommendation must be forwarded to the Grand Island City Council within 30 days of making the recommendation. Planning Commission held a public hearing at their meeting on April 1, 2026 and passed Resolution 2026-04 recommending approval of the study. This study was approximately 16.5 acres of property in northeast Grand Island east of St. Paul Road south of Capital Avenue.

Gerald Poels spoke on the percentage of Blight and Substandards.
Keith Marvin spoke in favor.
Lindsey Jurgens spoke in favor.
Zach Butz spoke in favor.

Motion by Ryan O'Neill, second by Doug Brown to approve 8.a) #2026-122 - Approving Blight and Substandard Study for proposed CRA Area #42 located in northwest Grand Island east of north road and south of Capital Avenue. (Grand Island Area Habitat for Humanity). Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Mike Paulick and Doug Lanfear. Motion adopted.

8.b) Public Hearing on Blight and Substandard Study for proposed CRA Area #43 located in northwest Grand Island east of north road between Capital Avenue and Nebraska Highway 2. (The Tree Folks)

#2026-123 - Approving Blight and Substandard Study for proposed CRA Area #43 located in northwest Grand Island east of north road between Capital Avenue and Nebraska Highway 2. (The Tree Folks)
Cover Page
43 Location
Grand Island Area North Road Blight Study
Resolution 2026-05
Resolution

Community Development Director Chad Nabity reported the Tree Folks LLC submitted this study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. On March 10, 2026, the Grand Island City Council forwarded the Blight Study to the Hall County Regional Planning Commission for review. The study as prepared and submitted indicated that this property could be considered substandard and blighted. This only included property that is located within the municipal limits of Grand Island. The study as presented shows that this property meets the criteria to be declared blighted and substandard of its own accord. The Planning Commission recommendation must be forwarded to the Grand Island City Council within 30 days of making the recommendation. Planning Commission held a public hearing at their meeting on April 1, 2026 and passed Resolution 2026-04 recommending approval of the study. This study was approximately 172.5 acres of property in northwest Grand Island east of North Road between Capital Avenue and Nebraska Highway 2.

Keith Marvin spoke in favor.
Branden Wagner spoke in favor.
Kurt Koch spoke in favor.

Motion by Doug Brown, second by Chuck Haase to approve 8.b) #2026-123 - Approving Blight and Substandard Study for proposed CRA Area #43 located in northwest Grand Island east of north road between Capital Avenue and Nebraska Highway 2. (The Tree Folks). Roll Call: Ayes: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Mike Paulick and Doug Lanfear. Motion adopted.

9.) OTHER ITEMS

9.a) Presentation about Progress of Good Life District Negotiations with Woodsonia GI GLD, LLC

Cover Page
Good Life District Boundary Map
Grand Island GLD Development Agreement - 4.6.2026
May 5 2026 Woodsonia Email
Presentation

City Attorney Kari Fisk and Assistant City Attorney Matt Boyle reported on the Good Life District Transformational Projects Act Purpose which focused on criteria for creation of the District by the Department of Economic Development. The District would remain for 30 years as long as benchmarks were met:

- Within 3 years: Commitments of $10,000,000 in new development
- Within 7 years: Commitments of $50,000,000 in new development
- Within 10 years: Commitments of $75,000,000 in new development

Mentioned the key features of the Good Life EDA

- No property taxes to the Program Fund
- Must still follow other laws/requirements
- Program must include certain features/protections

- Cannot grow without sufficient infrastructure
- Growth must generate enough local sources of revenue to sustain the program
- Substantial all the eligible costs must be used for the benefit of the District
- No more than 20% of all money disbursed from program funds may go to "nonrevenue producing costs"
- Control of all expenditures rests with the City Council
- All compliance obligations rest with the City
- City may enter into contracts and agreements with qualifying businesses
- Applicant must consent to revenue they generate on their property being spent by the City on a third-party qualifying business
- Application process for Program Funds had to be established by Ordinance and include key requirements

Mentioned eligible costs as follows:

- Capital Improvement costs of Public & Private Real Estate, Buildings & Improvements
- Publicly owned infrastructure
- Costs of and related to public-right-of-way
- Costs of certain technology assets
- Costs of certain marketing and tenant improvement allowances
- City costs related to the program
- Nonrevenue producing costs=private development other than capital projects that is not expected to generate sales tax

They went over the purpose of the City Program, revenue in the program, limitations on eligible costs, application process, qualifications and requirements.

Reported on the application process with Woodsonia Hwy 281, LLCwhich they submitted their original application on October 4, 2024 and it did not include all required materials such as a performance bond, proof of ownership, designs, contracts, encumbrances and ROI materials. Woodsonia GI GLD, LLC submitted an amended application multiple times, including August and November 2025. Key changes included an aquatic center, reduced sports complex size, and application remained incomplete. They were permitted to bypass application process before completed and presented to Council on November 12 and December 9, 2025.

The following pos council activity was as follows:

- Negotiations commenced with outside council for the City
- Progress stalled, or regressed, on key issues in December and January
- State collections did not meet value or stability expectations
- Council updated on stalled negotiations
- Additional negotiation efforts were attempted
- City received notice that Woodsonia did not wish to engage in further negotiation meetings but would submit "best and final" offer to City. Council for Woodsonia was removed from negotiations
- "Best and final" offer was submitted on March 5, 2026
- Council was updated of offer
- City met with Drew Synder at his request on March 19, 2025

- City notified Drew Synder and Mitch Hohlen, in person, on March 25, 2026 to provide notice that "best and final" did not meet requirements of the law, the Program, City staff negotiation authorization, or the framework of the application submitted under Code
- City received additional proposed "Development Agreement" on April 6, 2026
- Woodsonia demanded to be permitted to present proposal outside the application process to council. Presentation to be given May 12, 2006.
- Woodsonia reached out on May 4, 2026, and requested that their April 6, 2026 proposed agreement no longer be considered at the May 12, 2006 meeting.
- Request for proposals were issued by the City and are currently under review.

Mentioned the key reminders as follows:

- All program fund requests must follow the laws contained in the GLD Economic Development Act and the City GLD Program
- All other laws must be followed
- If City bonds the costs of improvements City is responsible for all payments, deliverables, costs, risk etc.
- Public money must be spent transparently
- Must be writing in the contract
- Promises are illusory unless they are actionable, enforceable, and represent a thing of value
- "Good and valuable" doesn't have to mean money
- City can't contract outside the boundaries of the law and can't do through others what we cannot do our ourselves

Financial Key Reminders as follows:

- Program Fund records must be detailed, transparent, and comply with audit requirements
- Only eligible costs can be reimbursed
- Reimbursement-based distributions are lower risk
- Must be able to absorb financial liabilities without spending property tax money
- Requested funds exceed available funds and projected funds substantially

Mentioned were all public infrastructure projects must be estimated and constructed at the direction of the Public Works Director, public land and resources cannot be gifted, public procurement/bidding obligations may not be wholly waived or delegated to a third party, pursuant to 77-4415, the governing body of the City has discretion on how GLD funds are appropriated and spent.

Woodsonia sent an email on May 4th with the following requests:

- The city must agree that GLD funds are tied to Woodsonia, the applicant
- City can develop the land but needs an agreement with Woodsonia to use GLD funds
- Woodsonia "has agreed" to pay fair market value for the land as determined by future appraisal
- Woodsonia requests private ownership of the sports complex. Woodsonia will not build the aquatics center.
- The City must agree that GLD funds are tied to Woodsonia.

- The City needs an agreement with Woodsonia to use GLD funds (Contrary to the clear statutory language "Any funds in the good life district economic development fund may be appropriated and spent for eligible costs of the good life district economic development program in any amount and at any time at the discretion and direction of the governing body of the city" Neb. Rev.Stat. 77-4415
- This is only limited by "The city shall not enter into a contract or agreement with a qualifying business for assistance that uses local sources of revenue collected from property owned by the good life district applicant" without the applicant's approval. Neb. Rev. Stat. 77-4412(4)
- Woodsonia requests private ownership of the sports complex. Woodsonia will not build the aquatics center. (They do not want GLD funds to be used to build, maintain, or operate an aquatics center. City would be required to find alternative funding sources.)

The following risks were mentioned to consider:

- Immediate transfer of land, allows Woodsonia to encumber or sell the land without guarantees of performance (they have refused to split revenue were the land to be sold off without improvements)
- Woodsonia reserves the right to cancel its obligation if it determines the Project is no longer economically feasible.
- Woodsonia requires the City to waive its ability under agreement to compel construction of any improvements.
- April 6 proposal included a $10 million payment that was unavoidable once grading had occurred, even if Woodsonia terminated the agreement prior to any vertical construction
- Proposed Developer Agreement weighs heavily on construction of housing
- Latest request was not to build the competition aquatics center, which would draw significant regional tourism
- Litigation, whether well-founded or not, would halt all progress

Mentioned were questions on land appraisals and had ranged from $79,272.20 per acre to $13,759 per acre.

Councilmember O'Neill made a motion to request the Mayor to establish a Council Committee as allowed in Grand Island City Code Chapter 2, Section 9. I would request the Committee include no fewer than 3 Councilmembers who would be permitted to hold meetings to review any applications for Good Life District Program Funds after the Administrative Review Team has completed their review but before the application is presented to the full City Council. He requested that this Committee be authorized to make formal recommendations to the full City Council which would accompany any future applications. Seconded by Councilmember Sheard.

Mayor Steele said he would veto the committee as he believed negotiations needed to be done in public with all councilmembers for full transparency.

Roll Call: Ayes: Jack Sheard, Chuck Haase, Ryan O'Neill. Noes: Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Maggie Mendoza, Doug Lanfear. Absent: Mike Paulick. Motion failed.

Discussion was held on whether an agreement was not reached with Woodsonia if the Good Life District would go away. It was stated that there was no obligation to just one developer.

Discussion was held on the 7.5% development fee and the legal requirements. It must be tied to capital expenditure if it is tied to building.

Mentioned was they wanted a transformational project, that is what was campaigned and that hasn't changed in which that included a sports complex and an aquatic center.

Discussed was how to move forward legally and to get things done, mentioned was it depended on what "it" was, as the plans have changed almost once a month over the duration of the creation of the Good Life District.

Drew Snyder and Mitch Hohlen from Woodsonia spoke and advised they were wanting to move forward and heard the importance of the sports complex and aquatic center.

Councilmember Mark Stelk made a motion to bring this item back to a Study Session on June 2, 2026, at 6:00 p.m., seconded by Councilmember Doug Lanfear.

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.

Discussion was held on the original application, bonding and the revenue issues.

Gearl Poels spoke in regards to the voting process and turn out of the Good Life District.
Ray O'Connor spoke in favor of progress and moving this project forward.
Chad Knight spoke in favor of the aquatics center.
Jay Vavricek spoke in favor of the Good Life District.
Mary Berlie spoke in favor the of the Sports Complex and the Good Life District.

12). ADJOURMENT

The meeting was adjourned at 11:37 p.m.

City Clerk
Jill Granere

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 6.b.

Subject: Approving Payment of Claims for the Period of May 13, 2026 through May 26, 2026 in the total amount of $7,798,263.50

Staff Contact: Pat Brown

BACKGROUND: N/A

DISCUSSION: N/A

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: Move to approve Payment of Claims for the Period of May 13, 2026 through May 26, 2026 in the total amount of $7,798,263.50

ATTACHMENTS:
1. Claims

Vendor_Name	Description	Amount
ACCORD GUARANTOR, LLC	SHIPPING	74.58
ACCORD GUARANTOR, LLC	SHIPPING	97.02
AIRGAS INC	CALIBRATION GASES	1,390.02
AIRGAS INC	FILTERS/PACKS/BAGS	2,249.89
AIRGAS INC	RESPIRATORS	8,530.83
AIRGAS INC	CEM ZERO GAS	569.89
AIRGAS INC	DAILY HIGH - CALIBRATION GAS	1,049.96
AIRGAS INC	GRINDER WHEELS	1,345.31
AIRGAS INC	CYLINDER RENTAL	1,678.56
AIRGAS INC	ZERO AMBIENT GAS	160.12
ALFRED BENESCH & COMPANY	2026-D-1	9,133.50
ALLIANT INSURANCE SERVICES, INC	JUNE COMMERCIAL PACKAGE	25,829.00
ALLIANT INSURANCE SERVICES, INC	JUNE INLAND MARINE	1,854.00
ALLIANT INSURANCE SERVICES, INC	JUNE BUSINESS AUTO	17,792.00
ANDERSON FORD	2026 FORD POLICE INTERCEPTOR UTILITY VEHICLES	45,168.00
ANDERSON FORD	2026 FORD POLICE INTERCEPTOR UTILITY VEHICLES	45,168.00
ANDERSON FORD	2026 FORD POLICE INTERCEPTOR UTILITY VEHICLES	45,168.00
ANDERSON FORD	2026 FORD POLICE INTERCEPTOR UTILITY VEHICLES	45,168.00
APPTEGY, INC.	MEDIA SERVICE	750.00
AQUA CHEM INC	POOL CHEMICALS - GRACE ABBOTT	711.90
AQUA CHEM INC	POOL CHEMICALS - PIER WADING	749.40
AQUA CHEM INC	POOL CHEMICALS- LINCOLN WADING	624.90
AQUA CHEM INC	POOL CHEMICALS - I.O.	3,426.50
AQUA CHEM INC	POOL CHEMICALS - L.P.	2,032.50
AUDRA LEICHLEITER	EDITS 2026 GUIDE - SPANISH VERSION	750.00
AURORA COOPERATIVE ELEVATOR COMPANY	DEF/TS	600.88
AURORA COOPERATIVE ELEVATOR COMPANY	FINANCE CHARGES	29.96
AUTO TRIM DESIGN OF CENTRAL NEBRASKA INC	GRAPHICS AND LETTERING	90.00
AUTO TRIM DESIGN OF CENTRAL NEBRASKA INC	GRAPHICS AND LETTERING	100.00
BAIRD HOLM LLP	ATTORNEY FEES	780.00
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	Spectrum - CABLE	8.94
BANK OF AMERICA	VZWRLSS-CELL PHONES	114.54
BANK OF AMERICA	WSJ ONLINE-SUBSCRIPTION	59.11
BANK OF AMERICA	COLUMN-Art Commi. Apr 2026 Mtg	7.60
BANK OF AMERICA	AMERICAN LEGAL CITY CODE	5.00
BANK OF AMERICA	AMERICAN LEGAL CITY CODE	63.00
BANK OF AMERICA	AMERICAN LEGAL CITY CODE	105.00
BANK OF AMERICA	COLUMN LEGAL ADS	982.75
BANK OF AMERICA	TASC - Admin Fees	21.95
BANK OF AMERICA	ADVANCE - TEMP CASHIER	1,123.90
BANK OF AMERICA	ADVANCE - TEMP FINANCE	910.87
BANK OF AMERICA	CCSI MYFAX-SUBS. FEE	12.00
BANK OF AMERICA	B2B Prime-membership fee	779.00
BANK OF AMERICA	LONM CONF JONAK	410.00
BANK OF AMERICA	AMAZON OFFICE SUPPLIES	9.83

BANK OF AMERICA	AMAZON OFFICE SUPPLIES	9.89
BANK OF AMERICA	AMAZON OFFICE SUPPLIES	34.88
BANK OF AMERICA	AMAZON-OFFICE SUPPLIES	8.46
BANK OF AMERICA	AMAZON-RECEIPT PAPER	60.95
BANK OF AMERICA	CITIZENSERVE / TEST	1.00
BANK OF AMERICA	DELL - Finance Monitors	310.00
BANK OF AMERICA	DELL - Finance Speakerbar	32.62
BANK OF AMERICA	IPRINT TECHNOLOGIES - TONER	179.00
BANK OF AMERICA	TASC - Admin Fees	4.39
BANK OF AMERICA	GOLDFYNCH-COMPUTER PROGRAM	68.40
BANK OF AMERICA	SECRETARY OF STATE - DOCUMENTS	0.90
BANK OF AMERICA	SECRETARY OF STATE - DOCUMENTS	1.80
BANK OF AMERICA	SECRETARY OF STATE-DOCUMENTS	2.25
BANK OF AMERICA	AMAZON - SUPPLIES	6.28
BANK OF AMERICA	AMAZON - SUPPLIES	27.19
BANK OF AMERICA	AMAZON - SUPPLIES	170.28
BANK OF AMERICA	IN LOGUE PLUMBING-TURN PVB ON	150.00
BANK OF AMERICA	ACE HDWE - SUPPLIES	33.99
BANK OF AMERICA	HERITAGE LANDSC-SUPPLIES	689.76
BANK OF AMERICA	JOHNNY`S LOCK-key for I.T.	8.50
BANK OF AMERICA	PLATTE VALLEY WIN-SUPPLIES	11.58
BANK OF AMERICA	KELLY SUPP-Offsets TXN00143810	(477.49)
BANK OF AMERICA	KELLY SUPPLY - SUPPLIES	444.18
BANK OF AMERICA	KELLY SUPPLY-SUPPLIES	477.49
BANK OF AMERICA	TASC - Admin Fees	13.17
BANK OF AMERICA	FACEBK- JOB POSTINGS	32.50
BANK OF AMERICA	COLUMN - LEGAL NOTICE	11.55
BANK OF AMERICA	COLUMN - LEGAL NOTICE	11.55
BANK OF AMERICA	CHATGPT SUBSCR	20.00
BANK OF AMERICA	MCDONALD'S-COMMISSIONERS MEAL	25.54
BANK OF AMERICA	TASC - Admin Fees	13.17
BANK OF AMERICA	JAMF SOFTWARE-iPad management	52.00
BANK OF AMERICA	"GALLS-BADGES, CLOTH ALLOW"	341.46
BANK OF AMERICA	CONNER PSY-PRE-EMP SCREENS	3,255.00
BANK OF AMERICA	TASC - Admin Fees	43.90
BANK OF AMERICA	JAMF SOFTWARE-iPad management	56.00
BANK OF AMERICA	"BOMGAARS-HAY,TRN BURN"	119.90
BANK OF AMERICA	"MENARDS-SALT, LEVER"	168.16
BANK OF AMERICA	ACE-SUPER GLUE	8.59
BANK OF AMERICA	AMAZON -BATTERY	82.51
BANK OF AMERICA	AMAZON-KETTLE BUCKLE	35.96
BANK OF AMERICA	DINGES-LEVER LOCK	156.63
BANK OF AMERICA	DINGES-PPE GLOVES	2,557.06
BANK OF AMERICA	CONNER PSY-PRE-EMP SCREENS	2,300.75
BANK OF AMERICA	CASEY'S-FUEL TRN	33.00
BANK OF AMERICA	CREIGHTON-MEDIC CLASS	1,400.00
BANK OF AMERICA	"AMAZON - LABELS, AMB"	26.59

BANK OF AMERICA	BOUNDTREE-AMB SUP	1,294.79
BANK OF AMERICA	ISLAND SUPPLY - AMB SUP	343.85
BANK OF AMERICA	TELEFLEX-AMB SUP	1,330.00
BANK OF AMERICA	USAVE - AMB SUP	34.76
BANK OF AMERICA	ZOLL-AMB SUP	3,150.00
BANK OF AMERICA	TASC - Admin Fees	140.48
BANK OF AMERICA	CONNER PSY-PRE-EMP SCREENS	100.75
BANK OF AMERICA	PVC KEARNEY-RADIO MAINTNANCE	207.20
BANK OF AMERICA	HASTINGS FORD-SRV ON UNIT 801	378.40
BANK OF AMERICA	MR.G'S-VEHICLE INTERIOR DETAIL	200.00
BANK OF AMERICA	TOMMYS-EXPRESS-APR CAR WASHES	420.00
BANK OF AMERICA	LONE TREE TOW-TOW CHARGES	700.00
BANK OF AMERICA	LONE TREE TOW-TOW CHARGES	850.00
BANK OF AMERICA	NTOA-MEMBERSHIP DUES	50.00
BANK OF AMERICA	NTOA-Public Order Command Cert	724.00
BANK OF AMERICA	AMAZON-EVIDENCE SUPPLIES	359.97
BANK OF AMERICA	AMAZON-SD CARDS EVIDENCE	182.49
BANK OF AMERICA	AMZN-HARD DRIVES EVIDENCE	339.52
BANK OF AMERICA	TLO-INVESTIGATION SERVICE	125.65
BANK OF AMERICA	USPS-EVIDENCE SHIPPING	120.15
BANK OF AMERICA	AMZN-ACO SUPP/LEASHES DISINF.	147.16
BANK OF AMERICA	CASEYS-FUEL OMAHA TRAINING	32.00
BANK OF AMERICA	CASEYS-FUEL TRAINING	10.01
BANK OF AMERICA	"AMZN-CPR MASKS,OVERDOSE CASES	355.88
BANK OF AMERICA	DELL - PD Speakerbar	32.62
BANK OF AMERICA	FEDEX- TESTING INFO	32.05
BANK OF AMERICA	GALLS-RADIO & CUFF POUCHES	548.94
BANK OF AMERICA	MENARDS- SUPP WEST BARN OFFICE	231.38
BANK OF AMERICA	MENARDS-CUSTODIAL SUPPLIES	360.79
BANK OF AMERICA	MENARDS-SHELVING WEST BARN	409.97
BANK OF AMERICA	SAMS-SHREDDERS & RAGS W BARN	174.80
BANK OF AMERICA	SAYLER SCRE-NLETC PT UNIFORM	101.00
BANK OF AMERICA	SAYLER SCRE-NLETC PT UNIFORM	115.00
BANK OF AMERICA	AMAZON-EVIDENCE SUPPLIES	109.65
BANK OF AMERICA	CINTAS-LEC 1ST AID SUPPLIES	148.56
BANK OF AMERICA	ROBERT BROOKE-LEC LOCKER PARTS	63.39
BANK OF AMERICA	DELL - 911 Docking Station	375.00
BANK OF AMERICA	DELL - 911 Monitors	310.00
BANK OF AMERICA	DELL - 911 Speakerbar	32.62
BANK OF AMERICA	TASC - Admin Fees	35.12
BANK OF AMERICA	Amazon-Cables Video	127.60
BANK OF AMERICA	Dell-Monitors	1,040.00
BANK OF AMERICA	Dell-Monitors	1,286.24
BANK OF AMERICA	Dell-Speaker Bars	130.48
BANK OF AMERICA	TASC - Admin Fees	13.17
BANK OF AMERICA	Amazon - Pens for Jennifer B	11.79
BANK OF AMERICA	Amazon-Scanner	539.99

BANK OF AMERICA	TASC - Admin Fees	13.17
BANK OF AMERICA	COLUMN RPC public mtg notice	10.40
BANK OF AMERICA	EMBASSY STES-Chad hotel conf.	162.27
BANK OF AMERICA	EMBASSY-Credit-chad hotel stay	(23.27)
BANK OF AMERICA	NIFA 2026-Conf Regist.-Chad	275.00
BANK OF AMERICA	TASC - Admin Fees	21.95
BANK OF AMERICA	"ACE - Ant Bail, Mouse Trap et	50.13
BANK OF AMERICA	AMZN-Commercial Door Closer	161.49
BANK OF AMERICA	Stamps.com - Monthly Fee	20.99
BANK OF AMERICA	STAMPS.COM - Postage on Acct	500.00
BANK OF AMERICA	USPS-Return ILL Book Canada	26.00
BANK OF AMERICA	COLUMN-Board Mtg Ad April 2026	11.00
BANK OF AMERICA	AMAZON - Staff Keyboard	19.29
BANK OF AMERICA	AMZN-Cinco de Mayo Decor	116.89
BANK OF AMERICA	DEMCO-Book Tape/Repair Tissue	247.52
BANK OF AMERICA	JOHNSON PLAS-Makerspace Suppl	69.98
BANK OF AMERICA	AMAZON - Lysol for Restrooms	37.44
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	HERITAGE LANDS-PVC Tee/slip	73.48
BANK OF AMERICA	ISS-irrigation heads/parts	2,856.57
BANK OF AMERICA	"MENARDS-3/4"" Galvanized elbo	4.74
BANK OF AMERICA	KELLY SUPPLY-flange/gasket	51.52
BANK OF AMERICA	ADVANCE AUTO-battery for kart	100.45
BANK OF AMERICA	ADVANCE AUTO-brake cleaner	229.17
BANK OF AMERICA	MIDWEST TURF-knob grip/damper	221.72
BANK OF AMERICA	ADVANCE AUTO-truck battery	135.99
BANK OF AMERICA	MID-NE Disp-Apr 2026 service	227.40
BANK OF AMERICA	MID-NE Disp-Apr 2026 service	1,273.90
BANK OF AMERICA	MID-NE Disp-Apr 2026 service	50.80
BANK OF AMERICA	MID-NE Disp-Apr 2026 service	394.90
BANK OF AMERICA	SOS-porta-potty service	764.00
BANK OF AMERICA	COLUMN-tree board mtg ad	9.35
BANK OF AMERICA	HERITAGE LANDSC-fertilizer	159.21
BANK OF AMERICA	D & K-8 bags grass seed	848.00
BANK OF AMERICA	UPROOTED NURSERY-3 trees	544.00
BANK OF AMERICA	ACE-spray bottles	10.16
BANK OF AMERICA	ACE-U bolts	15.96
BANK OF AMERICA	HOME DEPOT-blades	133.85
BANK OF AMERICA	HOME DEPOT-Metal cutoff wheels	50.94
BANK OF AMERICA	ISLAND CURBING-bench legs	228.00
BANK OF AMERICA	MENARDS-glue/impact heads	24.32
BANK OF AMERICA	MENARDS-marking paint	22.17
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	MENARDS-trim/black paint	147.78
BANK OF AMERICA	ACE-spade fork	37.99
BANK OF AMERICA	ACE-sprayers/nozzel	167.90
BANK OF AMERICA	TASC - Admin Fees	21.95

BANK OF AMERICA	AMAZON-3-2.5 gal gas cans	99.99
BANK OF AMERICA	AMAZON-carburetor gasket	11.49
BANK OF AMERICA	PRO POWER-part for mower	42.20
BANK OF AMERICA	PRO PWR-parts cemetery sprayer	160.96
BANK OF AMERICA	MID-NE Disp-Apr 2026 service	76.60
BANK OF AMERICA	HERITAGE LANDS-sprinkler heads	380.20
BANK OF AMERICA	MENARDS-15 bag concrete mix	67.20
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	CCI CONSTANT-email platform	166.25
BANK OF AMERICA	FACEBK-Facebook Advertising	189.13
BANK OF AMERICA	PEACHJAR-school advertising	100.00
BANK OF AMERICA	AMAZON-printer ink	49.96
BANK OF AMERICA	AMAZON-printer ink	49.99
BANK OF AMERICA	AMAZON-address labels	30.64
BANK OF AMERICA	CHANCE RIDES-shipping charges	35.07
BANK OF AMERICA	MID-NE Disp-Apr 2026 service	142.40
BANK OF AMERICA	AMAZON - first aid bag	88.99
BANK OF AMERICA	AMZN-refund football flags	(82.81)
BANK OF AMERICA	JACKSON SERV-mat rental	116.48
BANK OF AMERICA	AMAZON Swimsuit tops	101.20
BANK OF AMERICA	ORIGINAL WATER-Board Shorts	555.76
BANK OF AMERICA	ACE HDWE - drill bit	22.99
BANK OF AMERICA	ACE HDWE - Goo gone	10.99
BANK OF AMERICA	MENARDS - brush	9.96
BANK OF AMERICA	MENARDS - drain valve	20.53
BANK OF AMERICA	MENARDS-painting supplies	74.79
BANK OF AMERICA	MID-NE Disp-Apr 2026 service	57.68
BANK OF AMERICA	LIFEGUARD STO-equip essentials	943.10
BANK OF AMERICA	AMAZON-Robot Vacuum	3,989.00
BANK OF AMERICA	MENARDS-poly tubing	13.13
BANK OF AMERICA	ALLO COMM-phone bill	35.09
BANK OF AMERICA	ISLAND POOL& SP-pool chemicals	149.00
BANK OF AMERICA	ALLO-Internet Services	3,195.50
BANK OF AMERICA	CENTURYLINK - Phone Bill	732.42
BANK OF AMERICA	CENTURYLINK - Phone Bill	804.97
BANK OF AMERICA	CENTURYLINK - Phone Bill	885.67
BANK OF AMERICA	CENTURYLINK - Phone Bill	1,113.28
BANK OF AMERICA	CENTURYLINK - Phone Bill	0.09
BANK OF AMERICA	CENTURYLINK - Phone Bill	5.33
BANK OF AMERICA	CENTURYLINK - Phone Bill	668.47
BANK OF AMERICA	CENTURYLINK - Phone Bill	732.86
BANK OF AMERICA	CENTURYLINK - Phone Bill	926.70
BANK OF AMERICA	IN LARODA LLC - WEB CALENDAR	1,800.00
BANK OF AMERICA	TASC - Admin Fees	21.95
BANK OF AMERICA	DELL - Streets EOC PC	61.62
BANK OF AMERICA	DELL - Streets EOC PC	270.00
BANK OF AMERICA	DELL - Streets EOC PC	1,020.00

BANK OF AMERICA	"AMAZON - PADS, PLATES"	54.12
BANK OF AMERICA	AMAZON - CLEANER	5.99
BANK OF AMERICA	AMAZON - OFFICE SUPPLIES	19.99
BANK OF AMERICA	AUTOBKS - CLEANING SERVICE	192.50
BANK OF AMERICA	ISLAND INDOOR CLIMATE-REPAIRS	300.00
BANK OF AMERICA	MENARDS - TOGGLES	6.36
BANK OF AMERICA	AMAZON - PAD	14.55
BANK OF AMERICA	AMAZON - ENVOLOPES	12.73
BANK OF AMERICA	"ACE - HOSE, TOOL. HOOK"	16.44
BANK OF AMERICA	"BOMGAARS - RAKES, RATCHET"	99.98
BANK OF AMERICA	ACE - SCRAPER STRAP	24.76
BANK OF AMERICA	ACE - TOOLS	213.93
BANK OF AMERICA	ELLIS WHEELER-CP-DESCX NMB	114.00
BANK OF AMERICA	INDUSTRIAL PRO - LIFTER	932.88
BANK OF AMERICA	INDUSTRIAL PRO - REFUND TAX	(65.08)
BANK OF AMERICA	ACE - BAGS	85.95
BANK OF AMERICA	MEAD - TOOLS	300.00
BANK OF AMERICA	MENARDS - PICK UP TOOLS	89.98
BANK OF AMERICA	ONEILL WOOD RESOURCES-TREES	20.00
BANK OF AMERICA	MENARDS - GLOVES	15.98
BANK OF AMERICA	MOBOTREX-ARM ASSY	191.00
BANK OF AMERICA	UPS STORE - MAIL MONITOR	96.54
BANK OF AMERICA	"ACE - TOOLS, SCREWS"	35.05
BANK OF AMERICA	ACE - PAINT	17.98
BANK OF AMERICA	CALIPER-TRANSCAD SUBSCRIPTION	2,200.00
BANK OF AMERICA	MARRIOTT-CONF HOTEL	1,023.40
BANK OF AMERICA	MARRIOTT-OFFSETS TXN00143741	(1,023.40)
BANK OF AMERICA	WALT DISNEY DOLPHIN-HOTEL CONF	1,161.04
BANK OF AMERICA	WD DOLPHIN-HOTEL CONF S. Gosda	1,161.04
BANK OF AMERICA	WD DOLPHIN-HOTEL CONF-J Wood	1,161.04
BANK OF AMERICA	WD DOLPHIN-HOTELCONF-C.Wampole	1,321.04
BANK OF AMERICA	MID-NE DISPOSAL- DT TRASH	373.20
BANK OF AMERICA	ALL SAFE-CO ALARM	666.15
BANK OF AMERICA	HOME DEPOT-Mulch	20.00
BANK OF AMERICA	HOME DEPOT-Mulch	40.00
BANK OF AMERICA	SITESCAPE-Westerling Mem bench	1,323.53
BANK OF AMERICA	ELITE DREAMSC-Arbor Day tree	150.00
BANK OF AMERICA	AMAZON - Kids SRP	881.57
BANK OF AMERICA	AMAZON - Teen SRP Prizes	39.95
BANK OF AMERICA	AMAZON - Teen srp Prizes	216.02
BANK OF AMERICA	AMZN-Cinco de Mayo Decor	12.99
BANK OF AMERICA	GEDDES-Prizes Children's SRP	297.09
BANK OF AMERICA	HOBBY LOB-Adult Prog Supplies	21.92
BANK OF AMERICA	HOBBY LOBBY-Kids Outreach Supp	23.96
BANK OF AMERICA	HOBBYT-Kids SRP Drawing Prizes	78.94
BANK OF AMERICA	WALMART-Adult Program Supplies	30.33
BANK OF AMERICA	WALMART-Kids Outreach Supplies	8.83

BANK OF AMERICA	"FIRST DIVE - FINS, MASK"	2,599.45
BANK OF AMERICA	CDWG - PD WS Wireless APs	265.04
BANK OF AMERICA	CDWG - PD WS Wireless APs	285.02
BANK OF AMERICA	DELL - PD WS Docking Stations	2,160.00
BANK OF AMERICA	DELL - PD WS Laptops	6,511.59
BANK OF AMERICA	DELL - PD WS Micro PCs	5,100.00
BANK OF AMERICA	DELL - PD WS Monitor	290.00
BANK OF AMERICA	DELL - PD WS Monitors	465.00
BANK OF AMERICA	DELL - PD WS Monitors	1,550.00
BANK OF AMERICA	DELL - PD WS Monitors	2,025.00
BANK OF AMERICA	DELL - PD WS Soundbars	391.44
BANK OF AMERICA	KELLY SUPPLY-hose connector	30.96
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	RINDER PRINTING INVOICE PAPER	648.14
BANK OF AMERICA	RINDER PRINTING STMNT PAPER	187.25
BANK OF AMERICA	SOUTHERN PWR TS/LF/YW ELECTRIC	220.66
BANK OF AMERICA	"AMAZON-INK, CLIPS, FRAME"	300.54
BANK OF AMERICA	"MENARDS-FENDER WASH, TAPE"	17.05
BANK OF AMERICA	CAT REPAIR 938M	365.73
BANK OF AMERICA	NAPA-AUTOGRADE LUG NUT	31.84
BANK OF AMERICA	POMPS TIRE REPAIR	70.26
BANK OF AMERICA	POMPS TIRE REPAIR	145.80
BANK OF AMERICA	POMPS TIRE REPAIR	627.72
BANK OF AMERICA	POMPS TIRE REPAIR	1,225.81
BANK OF AMERICA	SAM'S CLUB OFFICE SUPPLIES	250.07
BANK OF AMERICA	TRAUSCH TRUCK PARTS	722.18
BANK OF AMERICA	CULLIGAN BOTTLED WATER	58.50
BANK OF AMERICA	CLEARFLY PHONE SERVICE	113.53
BANK OF AMERICA	VZWRLSS-TS/LF-CELL PHONE/IPAD	38.18
BANK OF AMERICA	AMAZON-HANGING FILE FOLDERS	36.86
BANK OF AMERICA	AMAZON-INK FOR OFFICE PRINTER	282.95
BANK OF AMERICA	WESTERN EDGE WORK BOOTS	204.98
BANK OF AMERICA	SOUTHERN PWR TS/LF/YW ELECTRIC	103.34
BANK OF AMERICA	BRIMAR INDUSTRIES - SIGNS	194.71
BANK OF AMERICA	GRONES-PRESSURE WASHER REPAIR	963.67
BANK OF AMERICA	SMARTSIGN - YARD WASTE	523.76
BANK OF AMERICA	CULLIGAN BOTTLED WATER	19.50
BANK OF AMERICA	VZWRLSS-TS/LF CELL PHONE/IPAD	0.09
BANK OF AMERICA	VZWRLSS-TS/LF-CELL PHONE/IPAD	58.11
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	RINDER PRINTING INVOICE PAPER	648.14
BANK OF AMERICA	RINDER PRINTING STMNT PAPER	187.26
BANK OF AMERICA	SOUTHERN PWR TS/LF/YW ELECTRIC	842.87
BANK OF AMERICA	NAPA STORE - BATTERY FOR F250	165.41
BANK OF AMERICA	CULLIGAN BOTTLED WATER	23.00
BANK OF AMERICA	VZWRLSS-TS/LF-CELL PHONE/IPAD	94.30
BANK OF AMERICA	BOMGAARS-MUCK BOOTS ROBERT S	129.99

BANK OF AMERICA	"MENARD-PINE-SOL,SANDING SPONG	28.57
BANK OF AMERICA	"MENA,conduit & alum,ELE-C1101	79.82
BANK OF AMERICA	"MENARDS, plugs, ELE-C11018"	30.93
BANK OF AMERICA	MENAR-Washers/GroundELE-C11018	28.29
BANK OF AMERICA	"GLADIATOR JOE, monitor stands	(8.36)
BANK OF AMERICA	"RCO SALES, lock-out relays"	(423.47)
BANK OF AMERICA	CONT ED REG C-training/SUB-C22	(104.23)
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(3.52)
BANK OF AMERICA	KIRK KEY INTERLOCK-keys	(14.30)
BANK OF AMERICA	THE TELECOM-intercom speaker	(19.95)
BANK OF AMERICA	"GLADIATOR JOE, monitor stands	(3.04)
BANK OF AMERICA	"RCO SALES, lock-out relays"	(153.99)
BANK OF AMERICA	CONT ED REG C-training/SUB-C22	(37.90)
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(1.28)
BANK OF AMERICA	KIRK KEY INTERLOCK-keys	(5.20)
BANK OF AMERICA	THE TELECOM-intercom speaker	(7.26)
BANK OF AMERICA	"CASEYS #6127 - fuel, SUB-C22"	40.00
BANK OF AMERICA	"COUNTRY INN,hotel room,SUB-C2	121.91
BANK OF AMERICA	"COUNTRY INN,hotel room,SUB-C2	121.91
BANK OF AMERICA	"COUNTRY INN,hotel room,SUB-C2	121.91
BANK OF AMERICA	"HOTEL,hotel room, J.Conford"	204.30
BANK OF AMERICA	2026 MCCF SPR-training SUB-C22	163.76
BANK OF AMERICA	CONT ED REG C-training/SUB-C22	2,037.13
BANK OF AMERICA	HOTELCOM/rooms/Hiegel&Spiehs	1,033.40
BANK OF AMERICA	"CULLIGAN, water & RO system"	459.00
BANK OF AMERICA	"CULLIGAN, water deliveries"	100.00
BANK OF AMERICA	ALLO COMM-phone svc	818.64
BANK OF AMERICA	ALLO COMMUNICATIONS - phone	818.50
BANK OF AMERICA	AUTOBKS TIRZAH A -cleaning	1,419.00
BANK OF AMERICA	AUTOBKS TIRZAH A-cleaning	1,419.00
BANK OF AMERICA	ISS GI - spinkler heads	66.65
BANK OF AMERICA	MID NE DISPOSAL-trash pickup	82.40
BANK OF AMERICA	MID NE DISPOSAL-trash pickup	86.90
BANK OF AMERICA	TIRZAH A CATLE-carpet cleaning	591.25
BANK OF AMERICA	"AMAZON, office supplies"	311.95
BANK OF AMERICA	"AMAZON, relay module & punch"	89.22
BANK OF AMERICA	"AMAZON, storage closet"	164.46
BANK OF AMERICA	"AMZN,computer equipment, pens	1,242.46
BANK OF AMERICA	"B&H PHOTO, ethernet switches"	9,092.53
BANK OF AMERICA	"B&H PHOTO, ethernet switches"	9,500.84
BANK OF AMERICA	"CDW GOVT,web security softwar	4,873.62
BANK OF AMERICA	"CINTAS, first aid supplies"	85.97
BANK OF AMERICA	"COPYCAT, printing service"	6.28
BANK OF AMERICA	"DELL, laptop batteries"	171.72
BANK OF AMERICA	"DMI DELL, software support"	829.38
BANK OF AMERICA	"GLADIATOR JOE, monitor stands	163.34
BANK OF AMERICA	"HARBOR FREIGHT TOOLS, gloves"	91.32

BANK OF AMERICA	"INT'L - CC Fee, TXN00142632"	1.22
BANK OF AMERICA	"NEWEGG, computer RAM"	399.84
BANK OF AMERICA	AGUILAR PRINT-door hangers	289.61
BANK OF AMERICA	AMAZON-office supplies	41.95
BANK OF AMERICA	AUTOBK CC Janitorial-cleaning	1,800.63
BANK OF AMERICA	CINTAS-first aid supplies	81.66
BANK OF AMERICA	CLEARBAGS-door hanger bags	28.47
BANK OF AMERICA	CLEARBAGS-door hanger bags	48.26
BANK OF AMERICA	HOBBYLOBBY-Frames	45.12
BANK OF AMERICA	HOBBYLOBBY-return of frames	(41.89)
BANK OF AMERICA	LEXJET-plotter photo paper	438.99
BANK OF AMERICA	MENARDS-1/2 GPH PC Drippers	5.04
BANK OF AMERICA	Microsoft-visual studio subsc	90.00
BANK OF AMERICA	POLLARD-Magnetic Locators	2,526.25
BANK OF AMERICA	THE TELECOM-intercom speaker	389.98
BANK OF AMERICA	"ACE, misc. maintenance suppl"	98.42
BANK OF AMERICA	"AMAZON, legal sz copy paper"	177.38
BANK OF AMERICA	"AMAZON, misc. tools & supplie	125.73
BANK OF AMERICA	"AMAZON, office supplies"	91.24
BANK OF AMERICA	"AMAZON, pencil lead"	13.96
BANK OF AMERICA	"AMAZON, wire strippers"	32.20
BANK OF AMERICA	"BOMGAARS, hose & fasteners"	43.34
BANK OF AMERICA	"HOME DEPOT, saw & battery"	321.43
BANK OF AMERICA	"PRO POWR,mower maint SUB-PM18	102.09
BANK OF AMERICA	"RCO SALES, lock-out relays"	8,276.86
BANK OF AMERICA	"SAMS, paper/kitchen&cleaning"	552.53
BANK OF AMERICA	"WAL-MART, soap & lotion"	22.48
BANK OF AMERICA	"WHITE CAP SUPPLY, tools"	59.71
BANK OF AMERICA	ACCUTECH - fiber parts	1,086.04
BANK OF AMERICA	AMAZON - Shipping credit	(7.51)
BANK OF AMERICA	BOMGAARS-shop supplies	303.41
BANK OF AMERICA	CONCENTRIC DEV-term.blocks	2,612.73
BANK OF AMERICA	GRAINGER - Bolts	141.13
BANK OF AMERICA	GRAINGER - utility knife	26.56
BANK OF AMERICA	HOME DEP-weedeater attachment	289.18
BANK OF AMERICA	ISLAND SUPPLY - nitrogen	220.97
BANK OF AMERICA	ISLAND SUPPLY WEL-nitrogen	220.18
BANK OF AMERICA	ISLAND SUPPLY WELD-nitrogen	112.99
BANK OF AMERICA	ISLAND SUPPLY WELD-nitrogen	113.78
BANK OF AMERICA	RS GROUP-fiber optic converter	6,292.71
BANK OF AMERICA	STATE STEEL - steel edging	1,426.18
BANK OF AMERICA	AMAZON - Drill Bit Set	131.37
BANK OF AMERICA	ASCENSUS CAPITAL-Cargo Tray	2,672.60
BANK OF AMERICA	SP DECKED - drawers Unit 57	1,827.49
BANK OF AMERICA	"MENARDS, conduit"	208.12
BANK OF AMERICA	"MENARDS, deburing tool"	27.86
BANK OF AMERICA	"THE HOME DEPOT, misc. stock"	369.39

BANK OF AMERICA	ACE HDWE - misc. stock	56.92
BANK OF AMERICA	ACE HDWE - paint supplies	119.29
BANK OF AMERICA	ACE HDWE - PVC saw	23.63
BANK OF AMERICA	AMAZON/TrailerBoot/OffSupplies	89.72
BANK OF AMERICA	BAASCH WELD-boxes Unit 67	2,193.23
BANK OF AMERICA	CONST RENTAL- saw blade	213.92
BANK OF AMERICA	EMBASSY-hotel roomsELE-C10844	223.33
BANK OF AMERICA	EMBASSY-roomsELE-C10844	223.33
BANK OF AMERICA	GME SUPPLY - Slings	242.74
BANK OF AMERICA	CC JANITORIAL-Burdick clean	1,139.50
BANK OF AMERICA	"TALOGY, LLC - TESTING"	232.80
BANK OF AMERICA	"TALOGY, LLC - TESTING"	388.00
BANK OF AMERICA	AMAZON-cable/note pads	41.63
BANK OF AMERICA	AMAZON-P-touch tape	55.78
BANK OF AMERICA	AMAZON-toner cartridge	169.93
BANK OF AMERICA	COLUMN PUBLIC NOTICE-legal ad	26.40
BANK OF AMERICA	INDUSTRIAL OUTFITTERS-boots	354.73
BANK OF AMERICA	KERMITS-Wash city vehicle	6.00
BANK OF AMERICA	KERMITS-wash city vehicle	6.00
BANK OF AMERICA	O'REILLY-fuel hose	4.97
BANK OF AMERICA	OMNI INTERLOCKEN HOTEL-hotel	1,467.15
BANK OF AMERICA	CC JANITORIAL-PGS cleaning	1,746.88
BANK OF AMERICA	FASTENAL COMPANY-bolts	62.03
BANK OF AMERICA	GALCO INDUSTRIAL-relays	450.08
BANK OF AMERICA	HOME DEPOT-flood lights	223.57
BANK OF AMERICA	HOME DEPOT-grout	240.62
BANK OF AMERICA	KELLY SUPPLY-flange gasket	109.17
BANK OF AMERICA	KELLY SUPPLY-plug	46.14
BANK OF AMERICA	KIRK KEY INTERLOCK-keys	279.50
BANK OF AMERICA	MCMASTER-CARR-flange/gaskets	943.12
BANK OF AMERICA	MCMASTER-CARR-screws	281.47
BANK OF AMERICA	MCMASTER-gloves/pins/gaskets	318.34
BANK OF AMERICA	MCMASTER-lubricant/adhesive	1,020.38
BANK OF AMERICA	MCMASTER-pipe fittings/nozzles	1,111.11
BANK OF AMERICA	MCMASTER-pipe tap/wedge/nut	849.87
BANK OF AMERICA	MENARDS-knee pads	107.49
BANK OF AMERICA	NSM MATHESON-burr/gloves	152.95
BANK OF AMERICA	WHITE CAP-hex nut	17.11
BANK OF AMERICA	WHITE CAP-screws/washers/nuts	365.40
BANK OF AMERICA	WHITE CAP-threaded rod	57.58
BANK OF AMERICA	ZORO TOOLS-hand pump	240.59
BANK OF AMERICA	KELLY SUPPLY-pipe nipple/cap	196.37
BANK OF AMERICA	MENARDS-hinge	19.31
BANK OF AMERICA	MENARDS-hinges	19.31
BANK OF AMERICA	INSTRUMART-temp calibrators	3,536.75
BANK OF AMERICA	JAMF SOFTWARE-iPad management	68.80
BANK OF AMERICA	TASC - Admin Fees	127.31

BANK OF AMERICA	EMBASSY-credit hotel SPP mtg	(472.16)
BANK OF AMERICA	EMBASSY-Hotel for SPP Mtg	1,196.92
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(2.42)
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(0.88)
BANK OF AMERICA	Ace Hardware / AAA Batteries	55.24
BANK OF AMERICA	ACE-BLADES	19.34
BANK OF AMERICA	Amazon-blow guns air compress	47.28
BANK OF AMERICA	HOBBY LOBBY - STAND	4.83
BANK OF AMERICA	Sams/retire party supplies	43.86
BANK OF AMERICA	AMAZON-cap screws	6.55
BANK OF AMERICA	MCMASTER-CARR-water hose	82.45
BANK OF AMERICA	MENARDS-pipe	37.88
BANK OF AMERICA	eBay-contact card	494.50
BANK OF AMERICA	ISLAND SPRI-diaphragm/solenoid	51.46
BANK OF AMERICA	AGUILAR PRINT-door hangers	289.61
BANK OF AMERICA	JAMF SOFTWARE-iPad management	47.30
BANK OF AMERICA	Hyvee/Cake Retirement Party	69.99
BANK OF AMERICA	Mead/Sander retirement gift	102.13
BANK OF AMERICA	Sams/retire party supplies	39.84
BANK OF AMERICA	Walmart/retire party supplies	39.68
BANK OF AMERICA	Winsupply/Hackzal retire gift	138.64
BANK OF AMERICA	"MENARDS-BLEACH,SHELFS"	192.63
BANK OF AMERICA	ACE - SPRINKLER	85.99
BANK OF AMERICA	Const rental/jump jack repair	48.38
BANK OF AMERICA	SherwinWilliams/paint supplies	64.09
BANK OF AMERICA	TASC - Admin Fees	13.17
BANK OF AMERICA	CINTAS-MEDICAL SUPPLIES	222.39
BANK OF AMERICA	CDWG - SC Wireless APs	285.02
BANK OF AMERICA	CDWG - SC Wireless APs	544.59
BANK OF AMERICA	CDWG-SC PD WestSub Network UPS	1,707.59
BANK OF AMERICA	CDWG-SC PD WestSub UPS Mounts	109.91
BANK OF AMERICA	MID NE DISPOSAL-TRASH SERVICES	375.20
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	10.72
BANK OF AMERICA	CLEARFLY-PHONE BILL (MAY26)	146.87
BANK OF AMERICA	VRZN-WIRELESS/FLOW METER BILL	854.23
BANK OF AMERICA	FEDEX-SHIPPING/PACE	357.39
BANK OF AMERICA	WEF-WW MANAGEMENT BOOK	164.99
BANK OF AMERICA	NWEA-TRAINING/COLUMBUS/DEKAY	125.00
BANK OF AMERICA	WEF-MEMBERSHIP/DEKAY	89.00
BANK OF AMERICA	Amazon - Pens for Jennifer B	18.99
BANK OF AMERICA	AMAZON-COPY PAPER	50.95
BANK OF AMERICA	AMAZON-OFFSETS TXN00140790	(12.50)
BANK OF AMERICA	AMAZON-ADMIN SUPPLIES	39.87
BANK OF AMERICA	MENARDS-CLEANING SUPPLIES	124.75
BANK OF AMERICA	"CULLIGAN-BOTT. WATER,RO RENTA	205.23
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	14.96
BANK OF AMERICA	VRZN-WIRELESS/FLOW METER BILL	350.43

BANK OF AMERICA	CASEYS-FUEL #785 GENERATOR	90.54
BANK OF AMERICA	CASEYS-FUEL #785 GENERATOR	97.82
BANK OF AMERICA	CASEYS-FUEL #785 GENERATOR	105.45
BANK OF AMERICA	ACE-TOOLS	33.97
BANK OF AMERICA	ENZ-NOZZLE INSERTS	1,731.16
BANK OF AMERICA	CULLIGAN-WATER-COLLECTIONS	41.00
BANK OF AMERICA	HOME DEPOT-SCREWS	18.45
BANK OF AMERICA	MATHESON-SHOP SUPPLIES	23.47
BANK OF AMERICA	MENARDS-SPRING SNAP	14.32
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	39.01
BANK OF AMERICA	SOUTHERN POWER-ELEC LS #25&#26	274.05
BANK OF AMERICA	TRAUSCH DYNAMICS-PARTS	265.21
BANK OF AMERICA	AURORA COOP-DIESEL FUEL	3,100.00
BANK OF AMERICA	ACE-TOOLS	23.99
BANK OF AMERICA	VARCO SUPPLY-POLE ADAPTOR	93.62
BANK OF AMERICA	AMAZON-HEADLAMPS	257.17
BANK OF AMERICA	"CULLIGAN-BOTT. WATER,RO RENTA	483.00
BANK OF AMERICA	ACE-OUTLET	7.98
BANK OF AMERICA	BORDER STATES-HEATER ELEMENT	194.04
BANK OF AMERICA	DENNIS SUP-PLEATED AIR FILTER	213.48
BANK OF AMERICA	DENNIS SUP-PLEATED AIR FILTERS	761.76
BANK OF AMERICA	DENNIS SUPPLY-AIR FILTERS	1,337.76
BANK OF AMERICA	DENNIS SUPPLY-FILTERS	1,333.44
BANK OF AMERICA	MENARDS-SUPPLIES/BLDG	17.18
BANK OF AMERICA	CRESCENT ELEC-LS#26 BREAKER	96.47
BANK OF AMERICA	CRESCENT ELEC-LS#26 PARTS	142.28
BANK OF AMERICA	CRESCENT-LS #26 ELEC PARTS	713.69
BANK OF AMERICA	HOOKER BROS-RIVER ROCK	95.14
BANK OF AMERICA	AURORA COOP-UNLEADED FUEL	1,564.00
BANK OF AMERICA	CHEMSEARCH-LS DEGREASER	2,594.45
BANK OF AMERICA	ACE-UTILITY KNIFE	34.98
BANK OF AMERICA	KELLY SUPPLY-FITTINGS	187.38
BANK OF AMERICA	MATHESON-SHOP SUPPLIES	214.50
BANK OF AMERICA	GRAINGER-DIGITAL THERMOMETER	698.24
BANK OF AMERICA	HACH CO-LAB SUPPLIES	2,616.70
BANK OF AMERICA	HACH-REPLACEMENT SAMPLER	8,936.80
BANK OF AMERICA	AMAZON-BUILDING SUPPLIES	134.57
BANK OF AMERICA	AMAZON-BUILDING SUPPLIES	140.59
BANK OF AMERICA	AMAZON-OFFSETS TXN00143684	(7.99)
BANK OF AMERICA	AMAZON-OFFSETS TXN00143854	(28.26)
BANK OF AMERICA	HOME DEPOT-BUILDING SUPPLIES	185.41
BANK OF AMERICA	MENARDS-NEW BLDG SUPPLIES	47.99
BANK OF AMERICA	MENARDS-REPAIR KITS	37.96
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	ALLO-Internet Services	860.15
BANK OF AMERICA	WYNN - Munis Conf Hotel	(0.01)
BANK OF AMERICA	WYNN - Munis Conf Hotel	236.96

BANK OF AMERICA	WYNN - Munis Conf Hotel	592.97
BANK OF AMERICA	DUO COM - Purchase	1,425.00
BANK OF AMERICA	GODADDY - Domain Renewal	22.19
BANK OF AMERICA	U.S. CELLULAR - April Bill	35.99
BANK OF AMERICA	WINGMANIT-LiquidFiles Renewal	1,340.85
BANK OF AMERICA	Amazon-PC Cords	134.44
BANK OF AMERICA	B&H PHOTO-APC Batteries	459.00
BANK OF AMERICA	CDWG - Legal network rack	404.62
BANK OF AMERICA	CDWG - Legal Network UPS	374.30
BANK OF AMERICA	CDWG - Legal Switch Support	299.86
BANK OF AMERICA	FS-Network Optical	150.00
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	GI CHEVROLET - RADIO	610.00
BANK OF AMERICA	GRAHAM - MOUNT TIRES	1,513.76
BANK OF AMERICA	INLAND TRUCK - BUSHINGS	739.20
BANK OF AMERICA	ACE - FILTER	25.99
BANK OF AMERICA	AUTOBKS - CLEANING SERVICE	37.50
BANK OF AMERICA	KERMIT'S - TRUCK WASH	6.00
BANK OF AMERICA	KERMIT'S - TRUCK WASH	6.00
BANK OF AMERICA	AKRS - RETURN	(46.54)
BANK OF AMERICA	AKRS - FILTER	52.08
BANK OF AMERICA	AKRS - FILTERS	163.57
BANK OF AMERICA	ARNOLD MOTOR - PARTS	2,679.70
BANK OF AMERICA	CENTRAL NE BOBCAT - FILTERS	361.65
BANK OF AMERICA	CHEVROLET-offsets TXN00143846	(101.38)
BANK OF AMERICA	GARRETT - TIRE REPAIR	200.90
BANK OF AMERICA	GI CHEVROLET - CAMERA	93.60
BANK OF AMERICA	GI CHEVROLET - HARNESS	101.38
BANK OF AMERICA	GRAHAM - STOCK TIRES	695.00
BANK OF AMERICA	GRAHAM - TIRES	283.90
BANK OF AMERICA	GRAHAM - TIRES	322.00
BANK OF AMERICA	HANSEN - FILTER	139.42
BANK OF AMERICA	HANSEN - STRAP	36.32
BANK OF AMERICA	HANSEN INTERNATIONAL- PARTS	595.29
BANK OF AMERICA	INLAND TRUCK - PISTONS	297.85
BANK OF AMERICA	INLAND TRUCK - AIR DRYER	41.93
BANK OF AMERICA	INLAND TRUCK - BRAKES & SHOES	3,396.77
BANK OF AMERICA	INLAND TRUCK - CREDIT FOR CORE	(1,600.00)
BANK OF AMERICA	INLAND TRUCK - LEAF SPRING	2,371.24
BANK OF AMERICA	INLAND TRUCK - PURGE KIT	182.67
BANK OF AMERICA	INLAND TRUCK - ROD NUT WASHER	190.20
BANK OF AMERICA	INLAND TRUCK - VALVE KITS	159.49
BANK OF AMERICA	INLAND TRUCK- BRAKES & PISTON	111.67
BANK OF AMERICA	INTERSTATE - BATTARY	194.60
BANK OF AMERICA	INTERSTATE - BATTARY	208.50
BANK OF AMERICA	LOGAN - PUMP	2,419.51
BANK OF AMERICA	National Signal - LIGHTS	100.66

BANK OF AMERICA	O'REILLY - CAPSULE	17.46
BANK OF AMERICA	TRAUSCH DYNAMICS - PARTS	7.44
BANK OF AMERICA	WHITE CAP - SCREW	13.38
BANK OF AMERICA	BEST BUY - MOUSE	22.99
BANK OF AMERICA	BOI-1 gal Mach 4 Fleet 15W40	1,479.69
BEARING DISTRIBUTORS INC	FILTERS	(45.20)
BEARING DISTRIBUTORS INC	FILTERS	(16.44)
BEARING DISTRIBUTORS INC	FILTERS	883.49
BENCHMARK GOVERNMENT SOLUTIONS, LLC	CONTRACTED MEAL SERVICE AT NLETC FOR OFFICERS	817.92
BIG D ENTERPRISES INC	BATTERY	200.60
BIG D ENTERPRISES INC	BATTERY	255.12
BLACKSTRAP INC	ICE CONTROL SALT	872.59
BLACKSTRAP INC	ICE CONTROL SALT	719.97
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	ADMIN FEES	4,520.00
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INSURANCE CLAIMS	19,295.99
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INSURANCE CLAIMS	223,400.20
BORDER STATES INDUSTRIES INC	AMI METERS	8,561.04
BORDER STATES INDUSTRIES INC	CONNECTORS	1,481.56
BORDER STATES INDUSTRIES INC	CURRENT TRANSFORMER	2,060.83
BORDER STATES INDUSTRIES INC	JUMPER BAR	150.61
BOSSELMAN ENERGY INC	FORKLIFT PROPANE	31.00
BOSSELMAN ENERGY INC	GAS	1,319.70
BOWMAN CONSULTING GROUP LTD	BRIDGE INSPECTIONS	2,500.00
BROWN TRANSIT LLC	TRANSIT	111,655.22
BUFFALO COUNTY	REGION DUES SCEPTR	200.00
BUSINESS WORLD PRODUCTS OF HASTINGS, INC	DATE STAMP	(2.16)
BUSINESS WORLD PRODUCTS OF HASTINGS, INC	DATE STAMP	(0.78)
BUSINESS WORLD PRODUCTS OF HASTINGS, INC	DATE STAMP	42.19
BWJW ENTERPRISES INC	SPRINKLER WORK	149.56
CAPITAL BUSINESS SYSTEMS, INC	COPIES @ ST 4	32.53
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	125.14
CAPITAL BUSINESS SYSTEMS, INC	PW PLOTTER	155.53
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	289.05
CAPITAL BUSINESS SYSTEMS, INC	CANON 5750 CONTRACT	53.56
CAPITAL BUSINESS SYSTEMS, INC	CANON 5750 CONTRACT	268.70
CAPITAL BUSINESS SYSTEMS, INC	TX3000 CONTRACT	54.53
CAPITAL BUSINESS SYSTEMS, INC	C3725I MAINT.	2.70
CAPITAL BUSINESS SYSTEMS, INC	CANON C5550I	643.31
CAPITAL BUSINESS SYSTEMS, INC	MAY 26 BASE CHRG & APR. 26 OVERAGES	262.10
CENTRAL NE HUMANE SOCIETY	MONTHLY CHARGES FOR SHELTER AND CARE SERVICES	10,770.00
CENTURYLINK INC	MAY 4 BILLING GREENHOUSE	48.93
CHARTER COMMUNICATIONS	MAY CABLE SVC.	143.38
CHEMTREAT INC	CHEMICAL CONSULTANT	1,400.00
CHEMTREAT INC	LIZARDS - BOILER	4,150.38
CHIEF INDUSTRIES INC	HEC BOSSELMAN DESIGN	9,480.00
CHRISTOPHER M CAROLL	MOW VARIOUS AREAS	1,780.00
CINTAS CORP	FLOOR MATS	47.21

CINTAS CORP	UNIFORMS	3.14
CINTAS CORP	UNIFORMS	3.14
CINTAS CORP	UNIFORMS	106.67
CINTAS CORP	TRAFFIC MATS	27.74
CINTAS CORP	UNIFORMS	48.79
CINTAS CORP	UNIFORMS	48.79
CINTAS CORPORATION NO 2	FIRST AID SUPPLIES	118.10
CINTAS CORPORATION NO 2	RESTOCK VEHICLE FIRST AID	2,484.91
CITY GRAND ISLAND FIRE DEPT	CPR TRAINING	88.00
CITY OF GRAND ISLAND	JUNE RENT - WEST BUILDING	5,250.00
CITY OF GRAND ISLAND	BRANCHES & STICK DISPOSAL	10.00
CITY OF GRAND ISLAND	DISPOSAL OF TREE TRUNKS & LIMBS	41.19
CITY OF GRAND ISLAND	DISPOSAL OF TREE TRUNKS & LIMBS	74.32
CITY OF GRAND ISLAND	PLASTIC NETTING DISPOSAL	10.00
CITY OF GRAND ISLAND	PLASTIC SLIDE DISPOSAL	10.00
CITY OF GRAND ISLAND	TREE BRANCH & LIMB DISPOSAL	17.04
CITY OF GRAND ISLAND	TREE BRANCH & LIMB DISPOSAL	22.61
CITY OF GRAND ISLAND	SWEEPINGS	809.54
CITY OF GRAND ISLAND	DEBRIS DISPOSAL	62.74
CITY OF GRAND ISLAND	ROW PERMITS	30.00
CITY OF GRAND ISLAND	ROW PERMITS	30.00
CITY OF GRAND ISLAND	SLUDGE	23,056.77
CITY OF GRAND ISLAND-BID's	SPEAKER SYSTEM GRANT	1,781.36
CITY OF GRAND ISLAND-BID's	SPEAKER SYSTEM GRANT	1,681.93
CITY OF GRAND ISLAND-BID's	SPEAKER SYSTEM GRANT	35,000.00
CITY OF GRAND ISLAND-BID's	SPEAKER SYSTEM GRANT	(40,000.00)
CITY OF GRAND ISLAND-BID's	SPEAKER SYSTEM GRANT	51,536.71
CITY OF GRAND ISLAND-BID's	APRIL 2026 BID RECEIPTS FOR 940 FUND	1,612.92
CITY OF GRAND ISLAND-BID's	APRIL 2026 BID RECEIPTS FOR 940 FUND	1,292.13
CITY OF GRAND ISLAND-BID's	APRIL 2026 BID RECEIPTS FOR 940 FUND	2,052.44
CITY OF GRAND ISLAND-BID's	APRIL 2026 BID RECEIPTS FOR 940 FUND	1,641.56
CITY OF GRAND ISLAND-FINANCE DEPT	MAY 26 PREM APR 26 WC CLAIMS	10,196.04
CITY OF GRAND ISLAND-FINANCE DEPT	MAY 26 PREM APR 26 WC CLAIMS	2,145.58
CITY OF GRAND ISLAND-FINANCE DEPT	MAY 26 PREM APR 26 WC CLAIMS	55,480.10
CITY OF GRAND ISLAND-FINANCE DEPT	MAY INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	6,808.60
CITY OF GRAND ISLAND-FINANCE DEPT	APR 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI	35.83
CITY OF GRAND ISLAND-FINANCE DEPT	APRIL 2026 ADMIN FEES	100.00
CITY OF GRAND ISLAND-FINANCE DEPT	APR 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI	5.80
CITY OF GRAND ISLAND-FINANCE DEPT	MAY 26 PREM APR 26 WC CLAIMS	2,838.63
CITY OF GRAND ISLAND-FINANCE DEPT	MAY INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	1,647.22
CITY OF GRAND ISLAND-FINANCE DEPT	MAY INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	5,252.01
CITY OF GRAND ISLAND-FINANCE DEPT	MAY INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	16,976.54
CITY OF GRAND ISLAND-FINANCE DEPT	APR 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI	788.29
CITY OF GRAND ISLAND-FINANCE DEPT	MAY 26 PREM APR 26 WC CLAIMS	1,746.23
CITY OF GRAND ISLAND-FINANCE DEPT	MAY INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	9,663.75
CITY OF GRAND ISLAND-FINANCE DEPT	2026 1ST QTR RCPTS ADMIN FEE POTION	873.06
CITY OF GRAND ISLAND-FINANCE DEPT	MAR RECEIPTS COLLECTED IN APR CONESTOGA ADMIN FEE	582.93

CITY OF GRAND ISLAND-FINANCE DEPT	APR 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI	5.80
CITY OF GRAND ISLAND-FINANCE DEPT	APR 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI	0.39
CITY OF GRAND ISLAND-FINANCE DEPT	APR 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI	4.64
CITY OF GRAND ISLAND-FINANCE DEPT	APR 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI	13.92
CITY OF GRAND ISLAND-FINANCE DEPT	MAY INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	4,453.20
CITY OF GRAND ISLAND-FINANCE DEPT	MAY INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	1,741.32
CITY OF GRAND ISLAND-FINANCE DEPT	APR 2026 DIVIDEND FEES	5,885.66
CITY OF GRAND ISLAND-FINANCE DEPT	APRIL 2026 ADMIN FEES	3,495.94
CITY OF GRAND ISLAND-FINANCE DEPT	MAY INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	3,825.19
CITY OF GRAND ISLAND-FINANCE DEPT	APR 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI	27.84
CITY OF GRAND ISLAND-FINANCE DEPT	MAY 26 PREM APR 26 WC CLAIMS	15,746.00
CITY OF GRAND ISLAND-FINANCE DEPT	APR 2026 DIVIDEND FEES	260,512.20
CITY OF GRAND ISLAND-FINANCE DEPT	APR 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI	299.27
CITY OF GRAND ISLAND-FINANCE DEPT	APRIL 2026 ADMIN FEES	40,915.41
CITY OF GRAND ISLAND-FINANCE DEPT	MAY 26 PREM APR 26 WC CLAIMS	2,549.85
CITY OF GRAND ISLAND-FINANCE DEPT	APR 2026 DIVIDEND FEES	11,908.88
CITY OF GRAND ISLAND-FINANCE DEPT	APR 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI	26.53
CITY OF GRAND ISLAND-FINANCE DEPT	APRIL 2026 ADMIN FEES	18,386.04
CITY OF GRAND ISLAND-FINANCE DEPT	BACKFLOW PREVENTION APR-26	6,250.00
CITY OF GRAND ISLAND-FINANCE DEPT	APR 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI	19.64
CITY OF GRAND ISLAND-FINANCE DEPT	APR 2026 DIVIDEND FEES	27,648.83
CITY OF GRAND ISLAND-FINANCE DEPT	APRIL 2026 ADMIN FEES	22,270.41
CITY OF GRAND ISLAND-FINANCE DEPT	MAY INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	13,673.64
CITY OF GRAND ISLAND-FINANCE DEPT	MAY INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	6,280.17
CITY OF GRAND ISLAND-FINANCE DEPT	MAY INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	1,884.05
CITY OF GRAND ISLAND-FINANCE DEPT	APR 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI	70.11
CITY OF GRAND ISLAND-FINANCE DEPT	MAY 26 PREM APR 26 WC CLAIMS	1,423.00
CITY OF GRAND ISLAND-FINANCE DEPT	APR 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI	10.44
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	779.49
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	13,014.27
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	620.48
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	2,946.77
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	51.41
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	977.88
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	1,382.72
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	8,813.56
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	1,454.75
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	17,539.13
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	268.32
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	663.17
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	34.40
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	2,236.76
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	1,180.93
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	86.42
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	15,367.30
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	2,160.42
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	8,707.29

CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	1,758.93
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	298.71
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	746.04
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	47.96
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	907.48
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	9,789.24
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	10,897.27
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	2,023.15
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	1,197.62
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	720.11
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	3,743.63
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	4,810.63
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	773.38
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	1,200.29
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	1,693.14
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	77.41
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP APRIL 2026	99.50
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	6,723.80
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	2,720.42
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	1,813.62
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	193.54
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	9,549.35
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	838.42
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	3,466.59
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	3,059.67
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	9,849.98
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	2,303.73
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	228.40
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	665.67
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	2,707.52
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	555.13
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	144.62
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	3,054.00
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	25,559.05
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	2,909.96
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	181.13
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	327.42
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	312.04
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	374.04
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	1,002.22
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	27.23
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	10,724.17
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	39.33
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	1,002.24
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	136.52
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	376.69
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	6,372.97

CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	64,141.02
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	73.40
CITY OF GRAND ISLAND-UTILITIES	WATER SYSTEM LABOR - MAY	24,082.58
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	446.74
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	41,834.04
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	3,032.61
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	674.65
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	64.26
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	481.05
CODY HUENEFELD	2025 EMPLOYEE RECOGN DINNER	167.98
COMFY BOWL INC	PORTA JON RENTAL	95.00
COMMONSPIRIT HEALTH	PRE-EMP & POST ACCIDENT SCREENS	227.50
COMMONSPIRIT HEALTH	PRE-EMP & POST ACCIDENT SCREENS	25.75
COMMONSPIRIT HEALTH	BLOOD DRAWS	1,975.75
COMMONSPIRIT HEALTH	PRE-EMP & POST ACCIDENT SCREENS	154.50
COMMONSPIRIT HEALTH	PRE-EMP & POST ACCIDENT SCREENS	25.75
CONNIE S. SCHUMAN	CIVIL SERVICE HEARING REPORTER	500.00
COPERION HOLDING NORTH AMERICA, INC.	CENTERING RING	1,136.93
COPERION HOLDING NORTH AMERICA, INC.	FEEDER	303.64
COPERION HOLDING NORTH AMERICA, INC.	FEEDER	1,270.37
CORE & MAIN LP	METERS	17,677.50
CORE & MAIN LP	WATER METERS	12,468.75
CORE & MAIN LP	METER WIRE	817.00
CORE & MAIN LP	HYDRANT MARKERS	235.75
CREATIVE SITES LLC	BARRIER PANEL - PIRNIE PARK	979.00
CSG FORTE PAYMENTS, INC.	FINANCE APRIL CC FEES	5.28
CSG FORTE PAYMENTS, INC.	APRIL CC BILL	1,839.72
CURT S. STRUTZ	DINOSAUR DIMENSTIONS SRP PROGRAM	495.00
CY & SONS LAWN SERVICE LLC	LAWN CARE - WATER SYST	1,340.00
D & A TRENCHING	INSTALL CONDUIT	2,335.00
D & A TRENCHING	INSTALL CONDUIT	2,150.00
D & A TRENCHING	INSTALL CONDUIT	5,500.00
DCS PARTS CORPORATION	POWER SUPPLY - BGS DCS	(157.97)
DCS PARTS CORPORATION	POWER SUPPLY - BGS DCS	(57.45)
DCS PARTS CORPORATION	POWER SUPPLY - BGS DCS	3,087.67
DELTA DENTAL OF NEBRASKA	DENTAL ADMIN FEES	2,358.12
DELTA DENTAL OF NEBRASKA	DENTAL INSURACE CLAIMS	9,866.52
DELTA DENTAL OF NEBRASKA	DENTAL INSURANCE CLAIMS	7,047.52
DELTA DENTAL OF NEBRASKA	DENTAL INSURANCE CLAIMS	8,715.99
DUEY'S COMPUTER SERVICE INC	MAY 2026 SUPPORT	5,800.00
DUEY'S COMPUTER SERVICE INC	APRIL 2026 AUVIK SERVICE	880.00
DUTTON-LAINSON COMPANY	#12 THHN WIRE	529.44
DXP ENTERPRISES INC	BRAKE CLEANER	254.78
DXP ENTERPRISES INC	BRAKE CLEANER	356.69
EAKES INC	DRAWER ORGANIZER	13.99
EAKES INC	COPIER REPAIR - PATROL	180.00
EAKES INC	CREDIT	(47.86)

EAKES INC	OFFICE SUPPLIES	21.41
EAKES INC	OFFICE SUPPLIES	57.75
EBSCO INDUSTRIES, INC.	RATE ADJUSTEMENT	4.40
ELSBURY CONSTRUCTION LLC	2021-P-6	145,435.68
EMS MANAGEMENT & CONSULTANTS INC	AMB BILLING	1,955.89
ESSENTIAL PERSONNEL INC	LITTER PICKERS	1,049.62
ESSENTIAL RESOURCE GROUP INC	PRE-HIRE SCREEN	115.25
FATTMERCHANT INC	APRIL 2026 CC FEES	1,304.20
FEDEX FREIGHT	FREIGHT CHARGE	520.92
FEDEX FREIGHT	FREIGHT CHARGE	362.80
FEDEX FREIGHT	FREIGHT CHARGE	629.79
FIRST DATA CORPORATION	APRIL 2026 BILLING CC FEES	714.89
FIRST DATA CORPORATION	APRIL 2026 BILLING CC FEES	7,342.26
FIRST DATA CORPORATION	APRIL 2026 BILLING CC FEES	454.93
FIRST DATA CORPORATION	APRIL 2026 BILLING CC FEES	4,672.35
FIRST DATA CORPORATION	APRIL 2026 BILLING CC FEES	454.93
FIRST DATA CORPORATION	APRIL 2026 BILLING CC FEES	4,672.35
FIVE POINTS BANK	JULY COPIER LEASE	115.89
FIVE POINTS BANK	PUBLIC SAFETY DEBT PYMT	30,305.00
FLOCK GROUP, INC.	BATTERY PACK	750.00
G I TRAILER	TRAILER REPAIR	476.57
GDS ASSOCIATES INC	TRANSMISSION PLANNING STUDY	8,587.50
GEMINI GROUP LLC	2025 WATER QUALITY POSTAGE	6,300.00
GEO-COMM INC	GIS MAPPING SOFTWARE MAINT	8,656.56
GO PHYSICAL THERAPY, LLC	PRE-EMP SCREENS	440.00
GRAINGER	BATTERY - CONF. SPACE MAN.	441.71
GRAND ISLAND ABSTRACT AND TITLE	PURCHASE 2915 S. NORTH RD PER RES 2026-96	295,483.84
GRAND ISLAND AREA ECONOMIC	BUSINESS BLUEPRINT 9 COHORT PAYOUTS	27,000.00
GRAND ISLAND DISPOSAL INC	PORTA JON RENTAL - T/S	125.00
GRAND ISLAND JOINT VENTURE, LLC	2026-P-1 PE & TE	2,244.00
GRAND ISLAND JOINT VENTURE, LLC	2026-P-1 PE & TE	5,952.00
GRAND ISLAND PRINTING COMPANY INC	CHAPLAIN STICKERS	120.51
GRAND ISLAND PRINTING COMPANY INC	SUMMER READING PROGRAM BOOKLET ANNUAL REPORT	363.80
GRAND ISLAND PRINTING COMPANY INC	SUMMER READING PROGRAM BOOKLET ENGLISH	1,150.31
GRAND ISLAND PRINTING COMPANY INC	SUMMER READING PROGRAM BOOKLET SPANISH	133.57
GRAND ISLAND REGIONAL MEDICAL CENTER	AMB SUPPLIES	599.89
GRAYBAR ELECTRIC COMPANY INC	GALVANIZED STAPLES	2,423.01
GREGORY E. DOBESH	CRUSHED CONCRETE	325.65
GRIDIRON GENERATION HOLDCO, LLC	SOLAR GENERATION	13,200.32
HALL CO COURT	COURT COSTS	886.00
HALL CO SHERIFFS DEPT	VEHICLE IMPOUND AUCTION PROCEEDS SPRING AUCTION 26	4,070.00
HALL CO SHERIFFS DEPT	VEHICLE IMPOUND AUCTION PROCEEDS SPRING AUCTION 26	5,035.00
HALL CO WEED CONTROL	TOWER WEED CONTROL	458.28
HALL CO WEED CONTROL	ROUND UP	469.60
HALL CO WEED CONTROL	WEED SPRAYING CHEMICALS	795.00
HALL COUNTY SCHOOL DISTRICT 2	$825.00 PARKING TICKETS; $4,995.00 LICENSES	825.00
HALL COUNTY SCHOOL DISTRICT 2	$825.00 PARKING TICKETS; $4,995.00 LICENSES	45.00

HALL COUNTY SCHOOL DISTRICT 2	$825.00 PARKING TICKETS; $4,995.00 LICENSES	4,950.00
HAMILTON TELEPHONE COMPANY	E911 TRUNKS	267.38
HAMILTON TELEPHONE COMPANY	INTERNET	265.00
HAWKINS INC	CHLORINE DRUMS	1,113.67
HD SUPPLY INC	JANITORIAL SUPPLIES - WEST	224.43
HD SUPPLY INC	CUSTODIAL SUPPLIES	982.66
HD SUPPLY INC	JERSEY GLOVES	21.87
HD SUPPLY INC	GOLD KLEAN SOAP	57.12
HDR ENGINEERING INC	LRTP & TDM	4,254.86
HDR ENGINEERING INC	CCR GROUNDWATER REPORTING	2,577.33
HDR ENGINEERING INC	TASK27 CCR REPORTING	338.49
HDR ENGINEERING INC	2026-WWTP-2	45,759.88
HERMAN PLUMBING CO INC	BACKFLOW TEST @ ST 1	270.00
HESSELGESSER ELECTRIC MOTOR SERVICE INC.	REFURBISHMENT NORTH WELL MOTOR @ JACKRABBIT RUN	6,571.00
HONEYWELL INTERNATIONAL INC	HEC HVAC REPLACEMENT	407,312.50
HONEYWELL INTERNATIONAL INC	REPLACEMENT BOILER HEC	631,668.58
HOOKER BROS SAND & GRAVEL INC	FILL SAND	40.00
HOOKER BROS SAND & GRAVEL INC	FILL SAND	75.73
HOOKER BROS SAND & GRAVEL INC	FILL SAND	381.75
HOOKER BROS SAND & GRAVEL INC	FILL SAND	151.10
HOOKER BROS SAND & GRAVEL INC	FILL SAND	281.72
HOOKER BROS SAND & GRAVEL INC	FILL SAND	305.21
HOOKER BROS SAND & GRAVEL INC	FILL SAND	526.17
HOOKER BROS SAND & GRAVEL INC	FILL SAND	113.15
HORNADY MANUFACTURING COMPANY	STORAGE BUILDING REHABILITATION AT SHOOT PARK	25,000.00
HOWARD COUNTY	SUBPOENA - LIND	63.30
HOWARD COUNTY	SUBPOENA	63.30
HUPP ELECTRIC MOTOR INC.	MOTOR - JOCKEY PUMP	(128.69)
HUPP ELECTRIC MOTOR INC.	MOTOR - JOCKEY PUMP	(46.79)
HUPP ELECTRIC MOTOR INC.	MOTOR - JOCKEY PUMP	2,515.22
HUSE PUBLISHING CO.	ISLAND OASIS ADVERTISING	160.00
INGRAM LIBRARY SERVICES LLC	BOOK	5.41
INGRAM LIBRARY SERVICES LLC	BOOK	11.48
INGRAM LIBRARY SERVICES LLC	BOOK	11.54
INGRAM LIBRARY SERVICES LLC	BOOK	11.60
INGRAM LIBRARY SERVICES LLC	BOOK	11.85
INGRAM LIBRARY SERVICES LLC	BOOK	13.35
INGRAM LIBRARY SERVICES LLC	BOOK	13.51
INGRAM LIBRARY SERVICES LLC	BOOK	15.98
INGRAM LIBRARY SERVICES LLC	BOOK	17.22
INGRAM LIBRARY SERVICES LLC	BOOK	17.31
INGRAM LIBRARY SERVICES LLC	BOOK	17.92
INGRAM LIBRARY SERVICES LLC	BOOK	20.29
INGRAM LIBRARY SERVICES LLC	BOOK	34.30
INGRAM LIBRARY SERVICES LLC	BOOK	39.22
INGRAM LIBRARY SERVICES LLC	BOOK	43.76
INGRAM LIBRARY SERVICES LLC	BOOKS	11.18

INGRAM LIBRARY SERVICES LLC	BOOKS	11.70
INGRAM LIBRARY SERVICES LLC	BOOKS	11.96
INGRAM LIBRARY SERVICES LLC	BOOKS	17.06
INGRAM LIBRARY SERVICES LLC	BOOKS	20.51
INGRAM LIBRARY SERVICES LLC	BOOKS	26.91
INGRAM LIBRARY SERVICES LLC	BOOKS	29.54
INGRAM LIBRARY SERVICES LLC	BOOKS	29.56
INGRAM LIBRARY SERVICES LLC	BOOKS	29.96
INGRAM LIBRARY SERVICES LLC	BOOKS	30.63
INGRAM LIBRARY SERVICES LLC	BOOKS	38.30
INGRAM LIBRARY SERVICES LLC	BOOKS	39.56
INGRAM LIBRARY SERVICES LLC	BOOKS	49.91
INGRAM LIBRARY SERVICES LLC	BOOKS	53.76
INGRAM LIBRARY SERVICES LLC	BOOKS	67.72
INGRAM LIBRARY SERVICES LLC	BOOKS	76.89
INGRAM LIBRARY SERVICES LLC	BOOKS	85.28
INGRAM LIBRARY SERVICES LLC	BOOKS	89.67
INGRAM LIBRARY SERVICES LLC	BOOKS	91.47
INGRAM LIBRARY SERVICES LLC	BOOKS	103.34
INGRAM LIBRARY SERVICES LLC	BOOKS	103.50
INGRAM LIBRARY SERVICES LLC	BOOKS	115.22
INGRAM LIBRARY SERVICES LLC	BOOKS	133.26
INGRAM LIBRARY SERVICES LLC	BOOKS	337.39
INGRAM LIBRARY SERVICES LLC	BOOK	16.65
INGRAM LIBRARY SERVICES LLC	BOOK	17.33
INGRAM LIBRARY SERVICES LLC	BOOK	18.81
INGRAM LIBRARY SERVICES LLC	BOOK	21.73
INGRAM LIBRARY SERVICES LLC	BOOK	22.55
INGRAM LIBRARY SERVICES LLC	BOOK	23.40
INGRAM LIBRARY SERVICES LLC	BOOKS	9.69
INGRAM LIBRARY SERVICES LLC	BOOKS	15.49
INGRAM LIBRARY SERVICES LLC	BOOKS	15.96
INGRAM LIBRARY SERVICES LLC	BOOKS	16.53
INGRAM LIBRARY SERVICES LLC	BOOKS	16.53
INGRAM LIBRARY SERVICES LLC	BOOKS	17.10
INGRAM LIBRARY SERVICES LLC	BOOKS	18.53
INGRAM LIBRARY SERVICES LLC	BOOKS	19.16
INGRAM LIBRARY SERVICES LLC	BOOKS	19.95
INGRAM LIBRARY SERVICES LLC	BOOKS	38.29
INGRAM LIBRARY SERVICES LLC	BOOKS	38.94
INGRAM LIBRARY SERVICES LLC	BOOKS	56.18
INGRAM LIBRARY SERVICES LLC	BOOKS	88.60
INGRAM LIBRARY SERVICES LLC	BOOKS	102.69
INGRAM LIBRARY SERVICES LLC	BOOKS	121.60
INGRAM LIBRARY SERVICES LLC	BOOKS	142.58
INSTRUMART LLC	FLOW SENSOR	1,564.45
ISLAND ELECTRIC LLC	ELECTRICAL PARTS & LABOR TO FIX FIELD LIGHT POLES	1,700.00

JACKS UNIFORMS AND EQUIPMENT	BADGES	136.99
JACKS UNIFORMS AND EQUIPMENT	LIGHTS & LIGHT HOLDERS	360.24
JACKS UNIFORMS AND EQUIPMENT	NAME TAPE & INSIGNIAS	50.99
JACKSON SERVICES INC	MOPS TOWELS	72.99
JERRY'S TRANSMISSION SERVICE INC	EXCHANGER	1,565.82
JK ENERGY CONSULTING LLC	WATER REPORT	9,827.00
JMR ENTERPRISES LLC	NAME BADGES	90.00
JMR ENTERPRISES LLC	NAME PLATES/ TAGS	108.00
JOHNNY KLASSEN FROESE	ESTIMATE FOR WINDOW TINE, FULL SURVEILANCE PACKAGE	600.00
JOSEPH R. CROCKER	LAWN CARE	485.00
KIESLER POLICE SUPPLY, INC	GLOCK G47MOSS GEN5 9MM PISTOLS	16,506.88
KIESLER POLICE SUPPLY, INC	PISTOLS	2,004.50
KIESLER POLICE SUPPLY, INC	PISTOLS	4,810.00
KLEINT'S BUILDING & CONSTRUCTION INC	BAG HOUSE WALL REPAIR	150.00
LANDIS GYR TECHNOLOGY, INC	APRIL 2026 FEE	3,645.00
LANDIS GYR TECHNOLOGY, INC	FEBRUARY 2026 FEE	3,645.00
LANDIS GYR TECHNOLOGY, INC	MARCH 2026 FEE	3,645.00
LANDIS GYR TECHNOLOGY, INC	SOFTWARE SUPPORT	284.03
LEAF IT TO US TREE SERVICE LLC	LARGE HACKBERRY TREE REMOVAL	1,400.00
LEE BHM CORP	LEPC MEETING APRIL 26	16.00
LEETCH TREE SERVICE LLC	TREE REMOVAL	1,600.00
LEETCH TREE SERVICE LLC	TREE TRIMMING	31,150.00
LEXISNEXIS RISK DATA MANAGEMENT LLC	LICENSE FEE	470.33
LIBERTY MUTUAL INSURANCE COMPANY	WORKERS COMP DEDUCTIBLE	25,493.97
LINCOLN WINWATER WORKS CO	CURB STOP	171.98
LINCOLN WINWATER WORKS CO	WATER SERVICE BRASS	76,069.15
LINCOLN WINWATER WORKS CO	GREASE	426.35
LOUP CENTRAL LANDFILL	SLUDGE	7,618.07
LUCINDA RAE PAUSTIAN	BALANCE AND MOBILITY INSTRUCTOR	160.00
MARIANNE RAPIEN	REUPHOLSTERY FLEET	1,000.00
MCMASTER-CARR SUPPLY COMPANY	BUCKET ORGANIZER	49.03
MCMASTER-CARR SUPPLY COMPANY	HOSE FITTINGS	1,068.29
MCMASTER-CARR SUPPLY COMPANY	I-SHOP FITTINGS	449.02
MDM PEST & TERMITE CONTROL LLC	PEST CONTROL - ST 1	46.20
MDM PEST & TERMITE CONTROL LLC	PEST CONTROL ST 2	46.20
MDM PEST & TERMITE CONTROL LLC	PEST CONTROL ST 3	46.20
MDM PEST & TERMITE CONTROL LLC	PEST CONTROL ST 4	46.20
MENARD INC	GASKETS	(16.98)
MENARD INC	GASKETS	(6.17)
MENARD INC	GASKETS	331.87
MES I ACQUISITION INC.	BULLET PROOF VESTS	10,511.07
MESSERSMITH ELECTRIC LLC	ELECTRICAL FOR LEGAL OFFICE REMODEL	14,525.00
MID-NEBRASKA DISPOSAL INC	TRASH REMOVAL	81.80
MID-NEBRASKA DISPOSAL INC	ROLL OFF @ ST 1	274.71
MID-NEBRASKA DISPOSAL INC	SANITATION SERV.	76.62
MID-NEBRASKA DISPOSAL INC	SANITATION SERV.	51.08
MID-NEBRASKA DISPOSAL INC	TRASH REMOVAL	797.60

MID-NEBRASKA DISPOSAL INC	GARBAGE PICKUP	43.70
MID-NEBRASKA DISPOSAL INC	TRASH REMOVAL	24.90
MID-NEBRASKA DISPOSAL INC	TRASH REMOVAL	138.40
MID-NEBRASKA DISPOSAL INC	MONTHLY WASTE REMOVAL	340.20
MID-NEBRASKA DISPOSAL INC	GARBAGE BILL	43.70
MIDWEST CLOUD COMPUTING LLC	OFFICE 365	274.46
MIDWEST CLOUD COMPUTING LLC	BARRACUDA EMAIL	298.53
MIDWEST CLOUD COMPUTING LLC	RMM LICENSE & KEEPER LICENSE	812.77
MIDWEST CLOUD COMPUTING LLC	BARRACUDA EMAIL	298.53
MIDWEST TAPE LLC	AUDIOBOOK	9.99
MIDWEST TAPE LLC	HOOPLA APRIL 2026	6,990.97
MILLS HARDWARE LLC	MILWAUKEE TOOLS	1,257.75
MOMAR INCORPORATED	VITA - MICRO CS 70	13,193.00
MONROE NEIA LLC	BOLTS & NUTS	1,230.12
MOTOROLA SOLUTIONS INC	QUICKEST ROUTE MAINT	999.80
MR. QUICK PICK, LINCOLN, LLC	UNLOCK - KEY VEHICLE	150.00
MR. QUICK PICK, LINCOLN, LLC	UNLOCK VEHICLES	780.00
MRL CRANE SERVICE INC	BOOM RENTAL	4,895.55
MRL CRANE SERVICE INC	LIFT FOR CATHODIC PORT REPR.	306.25
NE STATE PATROL	FINGERPRINTS S. CAUDILLO	55.00
NEBRASKA FIRE SPRINKLER CORPORATION	SPRINKLER INSPECTION	435.00
NEBRASKA FIRE SPRINKLER CORPORATION	SPRINKLER INSPECTION	635.00
NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LAB	WATER SYST. TESTING	399.00
NEBRASKA PUBLIC POWER DISTRICT	T-2 TRANSMISSION	52,765.52
NEBRASKA PUBLIC POWER DISTRICT	T-2 TRANSMISSION	225,720.00
NEBRASKA REGIONAL INTEROPERABILITY	REG. INTEROPERABILITY W/ STATE	6,600.00
NEBRASKA STATE FIRE MARSHAL	FFII CERT, MAT OPS	150.00
NELSEN ENTERPRISES, INC.	ISLAND OASIS ADVERTISING	1,400.00
NEXTERA ENERGY MARKETING LLC	NEXTERA	42,362.36
NEXTERA ENERGY MARKETING LLC	NEXTERA	20,000.79
NIPPON SANSO MATHESON, INC.	MONTHLY BOTTLE RENTAL	18.26
NIPPON SANSO MATHESON, INC.	WELDING ROD	674.95
NORTHWESTERN ENERGY	NATURAL GAS ST 4	67.85
NORTHWESTERN ENERGY	NATURAL GAS ST 4	45.24
NORTHWESTERN ENERGY	NATURAL GAS	59.17
NORTHWESTERN ENERGY	NATURAL GAS	25.43
NORTHWESTERN ENERGY	3/31 TO 4/29/26 SERVICE	42.91
NORTHWESTERN ENERGY	HEAT BILL - 1306 W 3RD	294.43
NORTHWESTERN ENERGY	3836 W HWY 30, STE B - WW	607.04
NORTHWESTERN ENERGY	NATURAL GAS - WWTP	3,336.07
O NEILL WOOD RESOURCES LLC	WOOD PALLETS DISPOSAL	60.00
OCLC, INC	EZPROXY RENEWAL 5/1/26-4/30/27	772.07
OHIO LUMEX CO INC	MERCURY TRAP ANALYSIS	210.00
OLSSON INC	2023-P-12	600.69
OLSSON INC	2026-TS-1	4,588.26
OLSSON INC	RAMP INSPECTION	7,500.00
OLSSON INC	2025-S-6	11,121.95

OMAHA PUBLIC POWER DISTRICT	NC2 PARTICIPATION POWER	1,079,573.08
OMAHA PUBLIC POWER DISTRICT	TOPS SERVICE	24,416.00
OMAHA PUBLIC POWER DISTRICT	TRANSMISSION	47,289.00
ONE CALL CONCEPTS INC	LOCATES	165.04
ONE CALL CONCEPTS INC	LOCATES	165.05
ONE CALL CONCEPTS INC	LOCATES	165.05
ONE CALL CONCEPTS INC	LOCATES	165.04
ONE CALL CONCEPTS INC	LOCATES	165.04
OPIN, LLC	FR CLOTHING	(82.45)
OPIN, LLC	FR CLOTHING	(36.91)
OPIN, LLC	FR CLOTHING	(34.65)
OPIN, LLC	FR CLOTHING	(20.13)
OPIN, LLC	FR CLOTHING	(20.02)
OPIN, LLC	FR CLOTHING	(19.47)
OPIN, LLC	FR CLOTHING	(17.27)
OPIN, LLC	FR CLOTHING	(15.29)
OPIN, LLC	FR CLOTHING	(15.29)
OPIN, LLC	FR CLOTHING	(15.29)
OPIN, LLC	FR CLOTHING	(15.29)
OPIN, LLC	FR CLOTHING	(14.30)
OPIN, LLC	FR CLOTHING	(13.68)
OPIN, LLC	FR CLOTHING	(12.38)
OPIN, LLC	FR CLOTHING	(11.77)
OPIN, LLC	FR CLOTHING	(11.66)
OPIN, LLC	FR CLOTHING	(11.55)
OPIN, LLC	FR CLOTHING	(10.73)
OPIN, LLC	FR CLOTHING	(10.62)
OPIN, LLC	FR CLOTHING	(9.90)
OPIN, LLC	FR CLOTHING	(9.46)
OPIN, LLC	FR CLOTHING	(8.80)
OPIN, LLC	FR CLOTHING	(8.47)
OPIN, LLC	FR CLOTHING	(8.14)
OPIN, LLC	FR CLOTHING	(7.98)
OPIN, LLC	FR CLOTHING	(7.87)
OPIN, LLC	FR CLOTHING	(7.87)
OPIN, LLC	FR CLOTHING	(7.15)
OPIN, LLC	FR CLOTHING	(6.88)
OPIN, LLC	FR CLOTHING	(6.88)
OPIN, LLC	FR CLOTHING	(6.88)
OPIN, LLC	FR CLOTHING	(6.88)
OPIN, LLC	FR CLOTHING	(6.88)
OPIN, LLC	FR CLOTHING	(6.88)
OPIN, LLC	FR CLOTHING	(6.33)
OPIN, LLC	FR CLOTHING	(6.05)
OPIN, LLC	FR CLOTHING	(5.89)
OPIN, LLC	FR CLOTHING	(3.63)
OPIN, LLC	FR CLOTHING	(2.64)

OPIN, LLC	FR CLOTHING	(2.64)
OPIN, LLC	FR CLOTHING	(2.64)
OPIN, LLC	FR CLOTHING CREDIT	11.77
OPIN, LLC	FR CLOTHING	(29.98)
OPIN, LLC	FR CLOTHING	(13.42)
OPIN, LLC	FR CLOTHING	(13.32)
OPIN, LLC	FR CLOTHING	(12.60)
OPIN, LLC	FR CLOTHING	(7.28)
OPIN, LLC	FR CLOTHING	(7.08)
OPIN, LLC	FR CLOTHING	(6.28)
OPIN, LLC	FR CLOTHING	(5.56)
OPIN, LLC	FR CLOTHING	(5.56)
OPIN, LLC	FR CLOTHING	(5.56)
OPIN, LLC	FR CLOTHING	(5.56)
OPIN, LLC	FR CLOTHING	(5.22)
OPIN, LLC	FR CLOTHING	(5.20)
OPIN, LLC	FR CLOTHING	(4.50)
OPIN, LLC	FR CLOTHING	(4.28)
OPIN, LLC	FR CLOTHING	(4.24)
OPIN, LLC	FR CLOTHING	(4.20)
OPIN, LLC	FR CLOTHING	(3.90)
OPIN, LLC	FR CLOTHING	(3.86)
OPIN, LLC	FR CLOTHING	(3.60)
OPIN, LLC	FR CLOTHING	(3.44)
OPIN, LLC	FR CLOTHING	(3.20)
OPIN, LLC	FR CLOTHING	(3.08)
OPIN, LLC	FR CLOTHING	(2.96)
OPIN, LLC	FR CLOTHING	(2.90)
OPIN, LLC	FR CLOTHING	(2.86)
OPIN, LLC	FR CLOTHING	(2.86)
OPIN, LLC	FR CLOTHING	(2.60)
OPIN, LLC	FR CLOTHING	(2.50)
OPIN, LLC	FR CLOTHING	(2.50)
OPIN, LLC	FR CLOTHING	(2.50)
OPIN, LLC	FR CLOTHING	(2.50)
OPIN, LLC	FR CLOTHING	(2.50)
OPIN, LLC	FR CLOTHING	(2.50)
OPIN, LLC	FR CLOTHING	(2.30)
OPIN, LLC	FR CLOTHING	(2.20)
OPIN, LLC	FR CLOTHING	(2.14)
OPIN, LLC	FR CLOTHING	(1.32)
OPIN, LLC	FR CLOTHING	(0.96)
OPIN, LLC	FR CLOTHING	(0.96)
OPIN, LLC	FR CLOTHING	(0.96)
OPIN, LLC	FR CLOTHING CREDIT	4.28
OPIN, LLC	FR CLOTHING	70.95
OPIN, LLC	FR CLOTHING	118.25

OPIN, LLC	FR CLOTHING	123.63
OPIN, LLC	FR CLOTHING	134.38
OPIN, LLC	FR CLOTHING	134.38
OPIN, LLC	FR CLOTHING	134.38
OPIN, LLC	FR CLOTHING	134.38
OPIN, LLC	FR CLOTHING	139.75
OPIN, LLC	FR CLOTHING	153.73
OPIN, LLC	FR CLOTHING	153.73
OPIN, LLC	FR CLOTHING	155.88
OPIN, LLC	FR CLOTHING	165.55
OPIN, LLC	FR CLOTHING	184.90
OPIN, LLC	FR CLOTHING	193.50
OPIN, LLC	FR CLOTHING	207.48
OPIN, LLC	FR CLOTHING	209.63
OPIN, LLC	FR CLOTHING	225.75
OPIN, LLC	FR CLOTHING	227.90
OPIN, LLC	FR CLOTHING	230.05
OPIN, LLC	FR CLOTHING	298.85
OPIN, LLC	FR CLOTHING	298.85
OPIN, LLC	FR CLOTHING	298.85
OPIN, LLC	FR CLOTHING	721.33
OPIN, LLC	FR CLOTHING	1,611.43
OPIN, LLC	FR CLOTHING CREDIT	(230.05)
OPIN, LLC	FR CLOTHING	51.60
OPIN, LLC	FR CLOTHING	51.60
OPIN, LLC	FR CLOTHING	51.60
OPIN, LLC	FR CLOTHING	134.38
OPIN, LLC	FR CLOTHING	159.10
OPIN, LLC	FR CLOTHING	172.00
OPIN, LLC	FR CLOTHING	241.88
OPIN, LLC	FR CLOTHING	279.50
OPIN, LLC	FR CLOTHING	298.85
OPIN, LLC	FR CLOTHING	337.55
OPIN, LLC	FR CLOTHING	380.55
OPIN, LLC	FR CLOTHING	399.45
OPIN, LLC	FR CLOTHING	677.25
OPIN, LLC	FR CLOTHING	115.03
OPIN, LLC	FR CLOTHING	134.38
OPIN, LLC	FR CLOTHING	270.90
OPIN, LLC	FR CLOTHING	391.30
PATRICIA SOLANO	APRIL 2026 CLEANING	1,612.50
PINNACLE BANK	SW BOND	62,973.55
PIPING RESOURCES INC	WELL SAMPLE VALVES	611.46
PLATTE VALLEY COMMUNICATIONS INC	ALARM COMMUNICATOR	322.50
PLATTE VALLEY COMMUNICATIONS INC	INSTALL NEW RADIO	965.50
PORTOLITE PITCHING MOUNDS LLC	PROTECTIVE PLAYER FIELD MATS	4,065.00
PPM SCALES MIDWEST, INC	SCALE INSPECTION - TS	495.00

PRAIRIE BREEZE EXPANSION HOLDINGS LLC	INVENERGY	381,733.70
PREMIER LAWN & SNOW LLC	APRIL MOWING	255.00
QA BALANCE SERVICES INC	LAB BALANCE CALIBRATION	360.00
QUADIENT INC	METERED POSTAGE	10,000.00
QUADIENT INC	METERED POSTAGE	5,000.00
QUALITY SIGNS & DESIGNS INC	PAINT TRANSFORMER	2,000.00
QUALITY SIGNS & DESIGNS INC	PAINT TRANSFORMER	3,206.25
R & L SPRINKLER	SPRINKLER SERVICE	255.05
R.D. OFFUTT COMPANY	CARLSON MC -8 SIM CARD	800.00
R.D. OFFUTT COMPANY	CREDIT FOR TAXES	(44.84)
R.D. OFFUTT COMPANY	FIX MC-8 CONTROL BOX	980.84
RAMOS BROTHERS EXCAVATING & GRADING SERVICES LLC.	IMPOUND LOT GRADING IMPROVEMENTS	4,295.00
RAND WORLDWIDE SUBSIDIARY INC	GEOMETRY ITERATION	2,600.00
RAYNOR GARAGE DOORS OF CENTRAL NE INC	DURACOIL BOTTOM BAR - INSTALL	1,465.00
REFUND CUSTOMERS	OVERPAID MCKESSON AMBULANCE BILL	123.94
REFUND CUSTOMERS	REFUND ROW26-000151 REPLACED BY SSS26-000074	30.00
REFUND CUSTOMERS	VOID ROW26-000157-DUPLICATE OF ROW26-000139	30.00
REFUND CUSTOMERS	VOID ROW26-000170 PRIVATE PROPERTY	30.00
REFUND CUSTOMERS	WORK INTERNAL TO PRIVATE PROPERTY-ROW26-000160	30.00
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	5.67
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	18.92
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	61.99
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	62.81
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	68.87
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	105.95
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	113.65
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	126.39
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	640.86
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	709.91
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	857.00
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	1,153.76
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	1,308.34
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	2,292.08
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	3,079.88
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	6.30
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	3,943.50
REFUND CUSTOMERS	REFUND LATE FEE DUE TO PERMIT SYSTEM	35.00
REGION 12 AMERICAN BACKFLOW PREVENTION ASSOCIATION	BACKFLOW CLASS	300.00
REGION 12 AMERICAN BACKFLOW PREVENTION ASSOCIATION	BACKFLOW CLASS	200.00
REGION 12 AMERICAN BACKFLOW PREVENTION ASSOCIATION	BACKFLOW CLASS	300.00
ROBERT ELDEN WILLIAMS	LAWN CARE	330.00
ROCHESTER ARMORED CAR CO INC	MAY 2026 ARMORED CAR SERVICE	269.35
RYAN LOGUE	PIPING AND FITTING 2" WATER METER	1,479.30
SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	408.98
SANDHILLS TRUCK COMPANY INC.	ACTUATOR	31.45
SAPP BROS INC	DIESEL, ETHANOL	17,060.00
SAPP BROS INC	DIESEL, ETHANOL	17,384.00

SCHMIDT INDUSTRIES	CONTROL VALVES - FALL OUTAGE	19,715.92
SCHMIDT INDUSTRIES	CONTROL VALVES - FALL OUTAGE	(1,008.72)
SCHMIDT INDUSTRIES	CONTROL VALVES - FALL OUTAGE	(366.81)
SERVI-TECH, INC	NPDES - OUTFALL 1	69.00
SERVI-TECH, INC	PGS OUTFALL QRTY TESTING	171.00
SHANNON M. MANFULL	INSTALL GAS REGULATOR	308.00
SHI INTERNATIONAL CORP	TRAINING SOFTWARE 2026 MAINT	23,906.25
SOUTHERN ELECTRICAL EQUIPMENT COMPANY INC	MOD & HORN	8,774.62
SOUTHERN ELECTRICAL EQUIPMENT COMPANY INC	MOD & HORN	8,784.99
SOUTHERN PUBLIC POWER DISTRICT	3/20 TO 4/20/26 SERVICE	36.66
SOUTHERN PUBLIC POWER DISTRICT	3/20 TO 4/20/26 SERVICE	43.00
SOUTHERN PUBLIC POWER DISTRICT	3/20 TO 4/20/26 SERVICE	203.00
SOUTHERN PUBLIC POWER DISTRICT	HUSKER/30/MONITOR 3/20-4/20	76.02
SOUTHERN PUBLIC POWER DISTRICT	HWY 281 LIGHTS 3/20-4/20	267.16
SOUTHWEST POWER POOL INC	MARKET PARTICIPANT	81,499.59
SOUTHWEST POWER POOL INC	MARKET PARTICIPANT	113,813.89
SPRINGFIELD ELECTRIC SUPPLY COMPANY, LLC	ALUMINUM WIRE	46.43
STATE OF NE DEPT OF REVENUE	APRIL-26 SALES & USE TAX	6,743.33
STATE OF NE DEPT OF REVENUE	APRIL-26 SALES & USE TAX	1,938.29
STATE OF NE DEPT OF REVENUE	APRIL-26 SALES & USE TAX	256,565.56
STATE OF NE DEPT OF REVENUE	APRIL-26 SALES & USE TAX	6,422.74
STATE OF NE DEPT OF REVENUE	APRIL-26 SALES & USE TAX	2,337.26
STATE OF NE DEPT OF REVENUE	APRIL-26 SALES & USE TAX	10,333.57
STATE OF NE DEPT OF REVENUE	APRIL-26 SALES & USE TAX	729.29
STATE OF NE DEPT OF REVENUE	APRIL-26 SALES & USE TAX	265.92
STATE OF NE DEPT OF REVENUE	APRIL-26 SALES & USE TAX	94,682.26
STATE OF NE DEPT OF REVENUE	APRIL-26 SALES & USE TAX	(19.64)
STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS INC	TS OPS & FACILITY IMPRV	29,246.53
STUART C IRBY CO	#6 SOLID BARE CU	3,816.25
SURE SHINE CONSTRUCTION LLC	REPLACE CONCRETE PAD AT BUECHLER BANDSTAND	2,500.00
TERRY POINTER	1122 N WALNUT ST SIDEWALK COST SHARE PROGRAM	7,980.80
THE DIAMOND ENGINEERING COMPANY	2023-P-10	105,480.35
THE ISLAND SUPPLY COMPANY, INC	STEEL PLATE	184.63
TOWERS INSULATION INC	SCAFFOLDING SVC	12,780.00
TOWERS INSULATION INC	SCAFFOLDING SVC	12,840.00
TRANE U.S. INC	MAINTENANCE AGREEMENT	2,253.00
TROJAN TECHNOLOGIES CORP.	UV REPLACEMENT LAMPS, O-RINGS & SLEEVES	9,226.01
TROJAN TECHNOLOGIES CORP.	2023-WWTP-1	482,046.00
TROY D EILENSTINE	LEGAL LIBRARY REMODEL	4,500.00
TRUE ELECTRICAL SERVICES	CIRCUIT BREAKER TESTING	13,519.00
TSG GRAND ISLAND PROJECT INC	2026 1ST QTR RCPTS REMITTANCE	28,228.97
UNITED CONVEYOR CORPORATION	BOTTOM ASH ELBOW	3,607.81
UNITED CONVEYOR CORPORATION	ELBOWS	575.28
UNITED CONVEYOR CORPORATION	FLY ASH PIPING	3,368.22
UNIVERSITY OF CHICAGO	READ AROUND THE WORLD BOOKMARKS	25.45
VAN DIEST SUPPLY COMPANY	CHEMICALS FOR WEED SPRAYING	8,000.00
VAN DIEST SUPPLY COMPANY	CHEMICALS FOR WEED SPRAYING	863.36

VENUWORKS OF GRAND ISLAND, LLC	RESULUTION 2025-377 OPERATING FUNDS FOR HEC	30,000.00
VERMEER EQUIPMENT OF NEBRASKA INC	REPAIR TRENCHER	5,698.22
VESTIS GROUP, INC	JANITORIAL SUPPLIES	70.42
VESTIS GROUP, INC	JANITORIAL SUPPLIES	23.48
VESTIS GROUP, INC	RUGS & RAGS	560.49
VESTIS GROUP, INC	UNIFORMS	17.74
WAM INC	O-RINGS	9.55
WATER REMEDIATION TECHNOLOGY LLC	URANIUM WTP-MAY	93,923.36
WESCO DISTRIBUTION INC	4" STRAP KITS	499.19
WESCO DISTRIBUTION INC	CONNECTORS	3,827.00
WEST PUBLISHING CORPORATION	LAW LIBRARY	1,098.00
WESTERN AREA POWER ADMINSTRATION	WAPA	76,650.00
WEX HEALTH, INC	COBRA ADMIN FEES	311.50
WHITE CAP, L.P	HOIST CART	2,104.85
WINSUPPLY OF GRAND ISLAND	EXPANSION TANKS	3,690.26
WOODSONIA HWY 281 LLC	MAR RECEIPTS COLLECTED IN APR CONESTOGA	116,003.68
ZIEMBA ROOFING COMPANY	REPAIRS AT LIBRARY	3,265.00
ZORO TOOLS INC	PARTS FOR NEW PUMPS	12.79
ZORO TOOLS INC	PARTS FOR PUMPS	109.32
ZORO TOOLS INC	BALL VALVE	50.80
ZORO TOOLS INC	NIPPLE FITTINGS	55.90
ZORO TOOLS INC	PIPE FITTINGS	235.98
ZORO TOOLS INC	PRESSURE GAUGES	275.47
ZORO TOOLS INC	FITTINGS, SOCKET, PVC	213.44
	TOTAL	$ 7,798,263.50

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 6.c.

Subject: #2026-124 - Approving Temporary Construction Easement for State Street/Diers Avenue Improvements; Project No. 2026-P-1 (Conestoga North, LLC, Mehring/Robertson/Irwin and Centris Federal Credit Union)

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

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BACKGROUND: This project is part of the overall Claude Road/Diers Avenue improvements of several roadways in the City of Grand Island. It is anticipated that these projects will occur over several years at a pace dictated by budgets, development growth and need. A Claude Road extension from just north of Faidley Avenue to State Street, which has been completed, was the major focus of this project. This roadway was built with plans to build several connections to Diers Avenue guided by an existing City of Grand Island concept plan. This project allows for improvements to the Diers Avenue corridor intended to control access and improve traffic performance and safety. These Diers Avenue improvements are the second component to this project. Also associated with this project are improvements to the Highway 281 and 30 corridors adjacent to the other project areas. These improvements would focus on creating north and southbound left-turn lane offsets as well as right turn lanes to exit from the highway. This portion of the project has received approval for NDOT safety funds and will involve coordination with NDOT throughout the project.

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

To accommodate such improvements a temporary construction easement is necessary.

DISCUSSION: Temporary construction easements are needed for the reconstruction of State Street/Diers Avenue. All property acquisitions and negotiations were handled by a third party, Olsson, Inc. of Grand Island, Nebraska, who worked with the affected property owners to sign the necessary documents to grant the property, as shown on the attached sketch. Payment to the affected property owner totals $16,243.00, as detailed on the resolution.

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

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

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

RECOMMENDATION: City Administration recommends that the Council approve the Temporary Construction Easements between the City of Grand Island and the affected property owners for State Street/Diers Avenue Improvements; Project No. 2026-P-1, in the total amount of $16,243.00.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Resolution
2. Conestoga N Tract 10- TE Exhibit
3. Conestoga N Tract 11 & 13 TE Exhibit
4. Mehring-Robertson-Irwin TE Exhibit
5. Centris Federal Credit Union TE Exhibit

R E S O L U T I O N 2026-124

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

Property Owner	***Legal Description***	***Cost***
Conestoga North, LLC	A TEMPORARY EASEMENT LOCATED IN PART OF LOT 10, CONESTOGA NORTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 10, CONESSTOGA NORTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N89°50'10"E, ON THE NORTH LINE OF LOT 10 AND TH SOUTH RIGHT-OF-WAY LINE OF STATE STREET, A DISTANCE OF 220.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE S00°28'47"E, ON THE EASTL INE OF SAID LOT 10, A DISTANCE OF 35.49 FEET; THENCE S89°58'17"W A DISTANCE OF 24.69 FEET; THENCE N00°01'43"W A DISTANCE OF 18.50 FEE; THENCE S89°58'17"W A DISTANCE OF 170.83 FEET; THENCE S60°57'17"W A DISATNCE OF 28.24 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10 AND THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 281; THENCE N00°28'04"W, ON SAID WEST LINE AND SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 30.16 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 4307.59 SQUARE FEET OR 0.099 ACRES MORE OR LESS.	$7,682.00 ---------- Temporary Easement= $6,682.00 Administrative Settlement= $1,000.00 ----------
Conestoga North, LLC	A TEMPORARY EASEMENT LOCATED IN PART OF LOT 1, CONESTOGA NORTH TWELFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 10, CONESTOGA NORTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N89°53'28"E, ON A NORTH LINE OF LO 1, CONESTOGA NORTH TWELFTH SUBDIVISION AND THE SOUTH RIGHT-OF-WAY LINE OF STATE STREET, A DISTANCE OF 22.47 FEET; THENCE S00°30'34"E A DISTANCE OF 20.00 FEET; THENCE S89°29'26"E A DISTANCE OF 17.50 FEET TO A POINT ON THE EAST LINE OF LOT 1; THENCE S00°30'34"E, ON SAID EAST LINE OF LOT 1, A DISTANCE OF 15.67 FEET; THENCE S89°58'17"W A DISTANCE OF 39.99 FEET TO A POINT ON THE EAST LINE OF SAID LOT 10; THENCE N00°28'47"W, ON SAID EAST LINE, A DISTANCE OF 35.49 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 1070.82 SQUARE FEET OR 0.025 ACRES MORE OR LESS. AND A TEMPORARY EASEMENT LOCATED IN PART OF THE LOT 1, CONESTOGA NORTH TWELFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 8, CONESTOGA NORTH SUBDIVISION AND ALSO BEING THE POINT	$4,825.00

	OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°48'15"E, ON A NORTH LINE OF LOT 1, CONESTOGA NORTH TWELFTH SUBDIVISION AND THE SOUTH RIGHT-OF-WAY LINE OF STATE STREET, A DISTANCE OF 39.81 FEET TO THE NORTHWEST CORNER OF LOT 7, CONESTOGA NORTH SUBDIVISION; THENCE S00°32'13"E, ON THE WEST LINE OF SAID LOT 7, A DISTANCE OF 51.11 FEET; THENCE S89°32'02"W A DISTANCE OF 39.87 FEET TO A POINT ON THE EAST LINE OF LOT 8, CONESTOGA NORTH SUBDIVISION; THENCE N00°27'58"W, ON SAID EAST LINE, A DISTANCE OF 51.30 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 2040.09 SQUARE FEET OR 0.047 ACRES MORE OR LESS.	
Donald D. Mehring, Marilyn Mehring, John M. Mehring, Raini Mehring, Kent S. Robertson, Elizabeth A. Robertson, and Nancy A. Erwin	A TEMPORARY EASEMENT LOCATED IN PART OF LOT 9, CONESTOGA NORTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 9, CONESTOGA NORTH SUBDIVISION; THENCE ON AN ASSUMED BEARING S00°30'34"E, ON THE WEST LINE OF LOT 9, A DISTANCE OF 3.763 FEET TO THE POINT OF BEGINNING; THENCE N89°58'17"E A DISTANCE OF 43.75 FEET; THENCE S00°02'39"E A DISTANCE OF 7.74 FEET; THENCE S89°58'17"W A DISTANCE OF 33.69 FEET; THENCE S44°43'52"W DISTANCE OF 7.04 FEET; THENCE S00°30'34"E A DISTANCE OF 19.01 FEET; THENCE S89°58'17"W A DISTANCE OF 5.00 FEET TO A POINT ON SAID WEST LINE; THENCE N00°30'34"W, ON SAID WEST LINE, A DISTANCE OF 31.75 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 470.89 SQUARE FEET OR 0.011 ACRES MORE OR LESS. AND A TEMPORARY EASEMENT LOCATED IN PART OF LOT 8, CONESTOGA NORTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORENR OF LOT 8, CONESTOGA NORTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S00°27'58"E, ON THE EAST LINE OF LOT 8, A DISTANCE OF 6.87 FEET; THENCE CONTINUING S00°27'58"E, ON SAID EAST LINE, A DISTANCE OF 44.43 FEET; THENCE S89°32'02"W A DISTANCE OF 20.00 FEET; THENCE N00°27'58"W A DISTANCE OF 39.58 FEET; THENCE S89°58'17"W A DISTANCE OF 46.38 FEET; THENCE N00°01'43"W A DISTANCE OF 8.00 FEET; THENCE N89°58'17"E A DISTANCE OF 26.34 FEET; THENCE S00°01'43"E A DISTANCE OF 3.00 FEET; THENCE N89°58'17"E A DISATNCE OF 40.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 1200.92 SQUARE FEET OR 0.028 ACRES MORE OR LESS	$2,593.00
Centris Federal Credit Union fka Bell Federal	A TEMPORARY EASEMENT LOCATED IN PART OF LOT 2, GRAND ISALND MALL NINTH SUBDIVISION, IN THE CITY OF GRAND	$1,143.00

Credit Union	ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, GRAND ISLAND MALL NINTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°33'23"W ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 4.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°33'23"W ON SAID WEST LINE, A DISATNC EOF 5.00 FEET; THENCE N89°58'17"E A DISTANCE OF 120.95 FEET; THENCE N64°41'06"E A DISTANCE OF 27.80 FEET; THENCE S45°06'22"W A DISTANCE OF 23.92 FEET; THENCE S89°58'17"W A DISTANCE OF 129.09 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 736.53 SQUARE FEET OR 0.017 ACRES MORE OR LESS.	

Total= $16,243.00

WHEREAS, such Temporary Construction easements have been reviewed and approved by the City Legal Department.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 26, 2026.

_____
Roger G. Steele, Mayor

Attest:

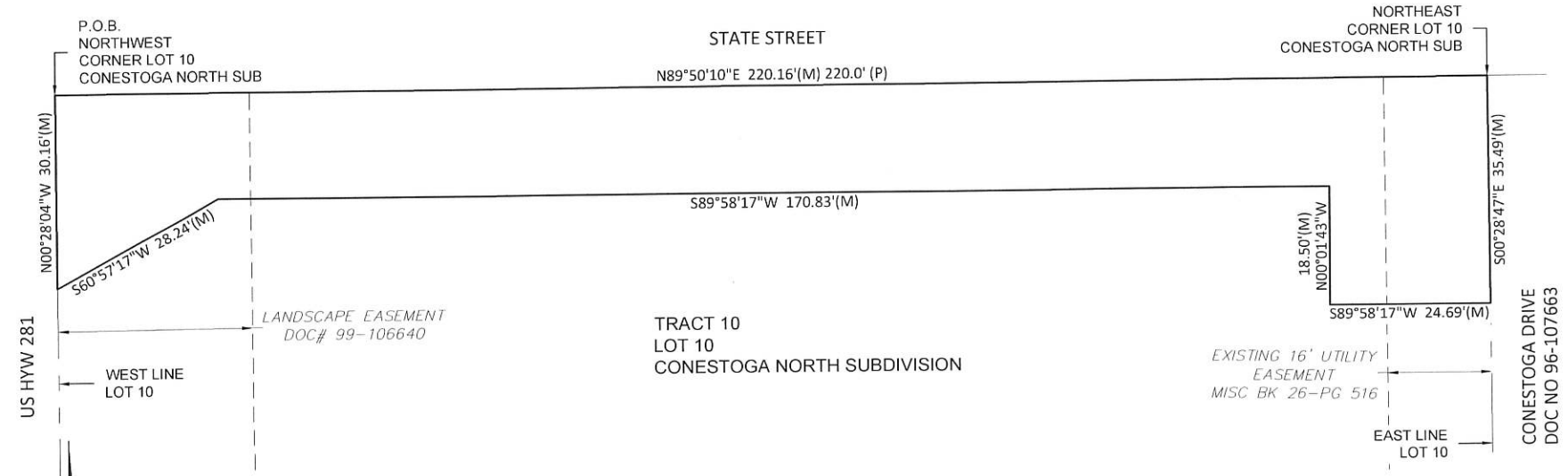
_____
Jill Granere, City Clerk

TEMPORARY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

TRACT NO. 10

STATE STREET PAVING IMPROVEMENTS



TEMPORARY EASEMENT DESCRIPTION

A TEMPORARY EASEMENT LOCATED IN PART OF LOT 10, CONESTOGA NORTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10, CONESTOGA NORTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N89°50'10"E, ON THE NORTH LINE OF LOT 10 AND THE SOUTH RIGHT OF WAY LINE OF STATE STREET, A DISTANCE OF 220.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE S00°28'47"E, ON THE EAST LINE OF SAID LOT 10, A DISTANCE OF 35.49 FEET; THENCE S89°58'17"W A DISTANCE OF 24.69 FEET; THENCE N00°01'43"W A DISTANCE OF 18.50 FEET; THENCE S89°58'17"W A DISTANCE OF 170.83 FEET; THENCE S60°57'17"W A DISTANCE OF 28.24 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10 AND THE EAST RIGHT OF WAY LINE OF HIGHWAY 281; THENCE N00°28'04"W, ON SAID WEST LINE AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.16 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 4307.59 SQUARE FEET OR 0.099 ACRES MORE OR LESS.

LEGEND

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

0' 10' 20'

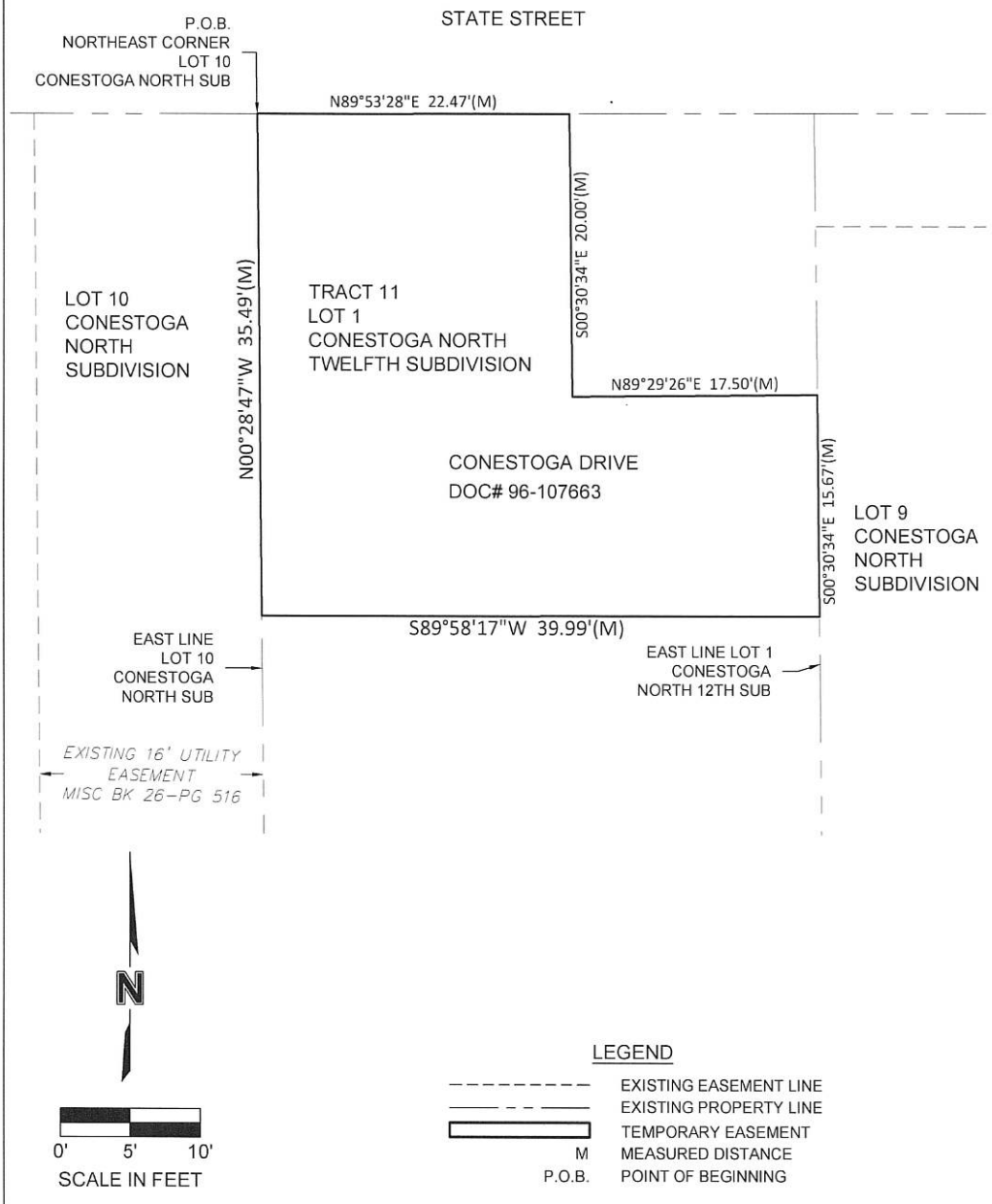
SCALE IN FEET

PROJECT NO: A21-07494	TEMPORARY EASEMENT	olsson® 201 East 2nd Street Grand Island, NE 68801 olsson.com TEL 308.384.8750 Olsson - Survey Nebraska COA #000127	TRACT 10T
DRAWN BY: VDC			
DATE: 01.23.2026			

F:\2021\07001-07500\021-07494-A\40-Design\Exhibits\Easements\Tract 10_TE_A2107494.dwg
DATE Jan 23, 2026 8:41pm USER jjimenez

TEMPORARY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 11
STATE STREET PAVING IMPROVEMENTS



LEGEND

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

TEMPORARY EASEMENT DESCRIPTION

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

COMMENCING AT THE NORTHEAST CORNER OF LOT 10, CONESTOGA NORTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N89°53'28"E, ON A NORTH LINE OF LOT 1, CONESTOGA NORTH TWELFTH SUBDIVISION AND THE SOUTH RIGHT OF WAY LINE OF STATE STREET, A DISTANCE OF 22.47 FEET; THENCE S00°30'34"E A DISTANCE OF 20.00 FEET; THENCE S89°29'26"E A DISTANCE OF 17.50 FEET TO A POINT ON THE EAST LINE OF LOT 1; THENCE S00°30'34"E, ON SAID EAST LINE OF LOT 1, A DISTANCE OF 15.67 FEET; THENCE S89°58'17"W A DISTANCE OF 39.99 FEET TO A POINT ON THE EAST LINE OF SAID LOT 10; THENCE N00°28'47"W, ON SAID EAST LINE, A DISTANCE OF 35.49 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 1070.82 SQUARE FEET OR 0.025 ACRES MORE OR LESS.

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DATE: Mar 12, 2026 3:53pm USER: zloomis

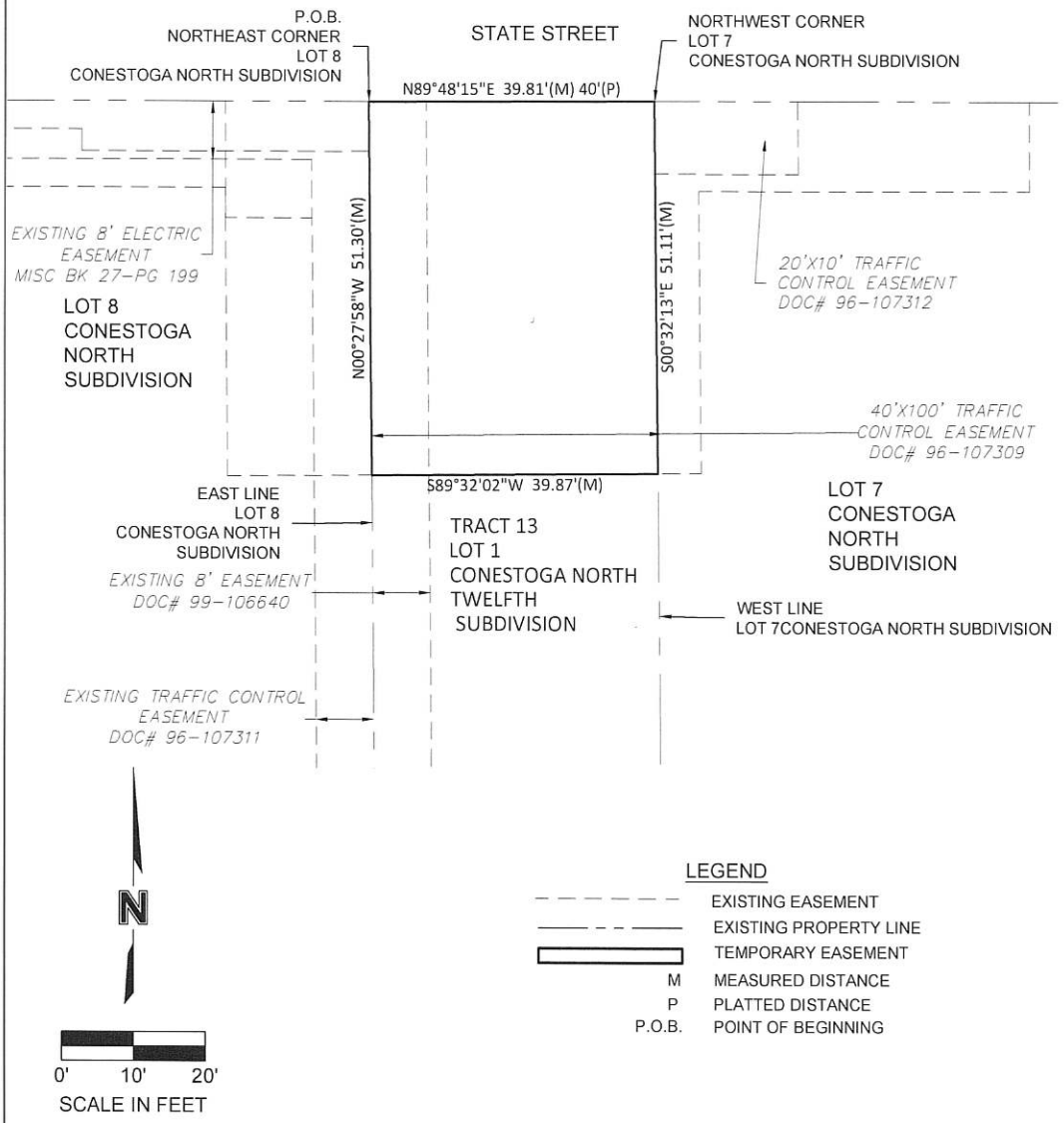
PROJECT NO: A21-07494	TEMPORARY EASEMENT	olsson®	201 East 2nd Street Grand Island, NE 68801 olsson.com TEL 308.384.8750 Olsson - Survey Nebraska COA #000127	TRACT 11T
DRAWN BY: VDC				
DATE: 03.12.2026				

TEMPORARY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

TRACT NO. 13

STATE STREET PAVING IMPROVEMENTS



TEMPORARY EASEMENT DESCRIPTION

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

COMMENCING AT THE AT THE NORTHEAST CORNER OF LOT 8, CONESTOGA NORTH SUBDIVISION AND ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°48'15"E, ON A NORTH LINE OF LOT 1, CONESTOGA NORTH TWELFTH SUBDIVISION AND THE SOUTH RIGHT OF WAY LINE OF STATE STREET, A DISTANCE OF 39.81 FEET TO THE NORTHWEST CORNER OF LOT 7, CONESTOGA NORTH SUBDIVISION; THENCE S00°32'13"E, ON THE WEST LINE OF SAID LOT 7, A DISTANCE OF 51.11 FEET; THENCE S89°32'02"W A DISTANCE OF 39.87 FEET TO A POINT ON THE EAST LINE OF LOT 8, CONESTOGA NORTH SUBDIVISION; THENCE N00°27'58"W, ON SAID EAST LINE, A DISTANCE OF 51.30 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 2040.09 SQUARE FEET OR 0.047 ACRES MORE OR LESS.

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DATE: Jan 23, 2026 3:51pm USER: jjimenez

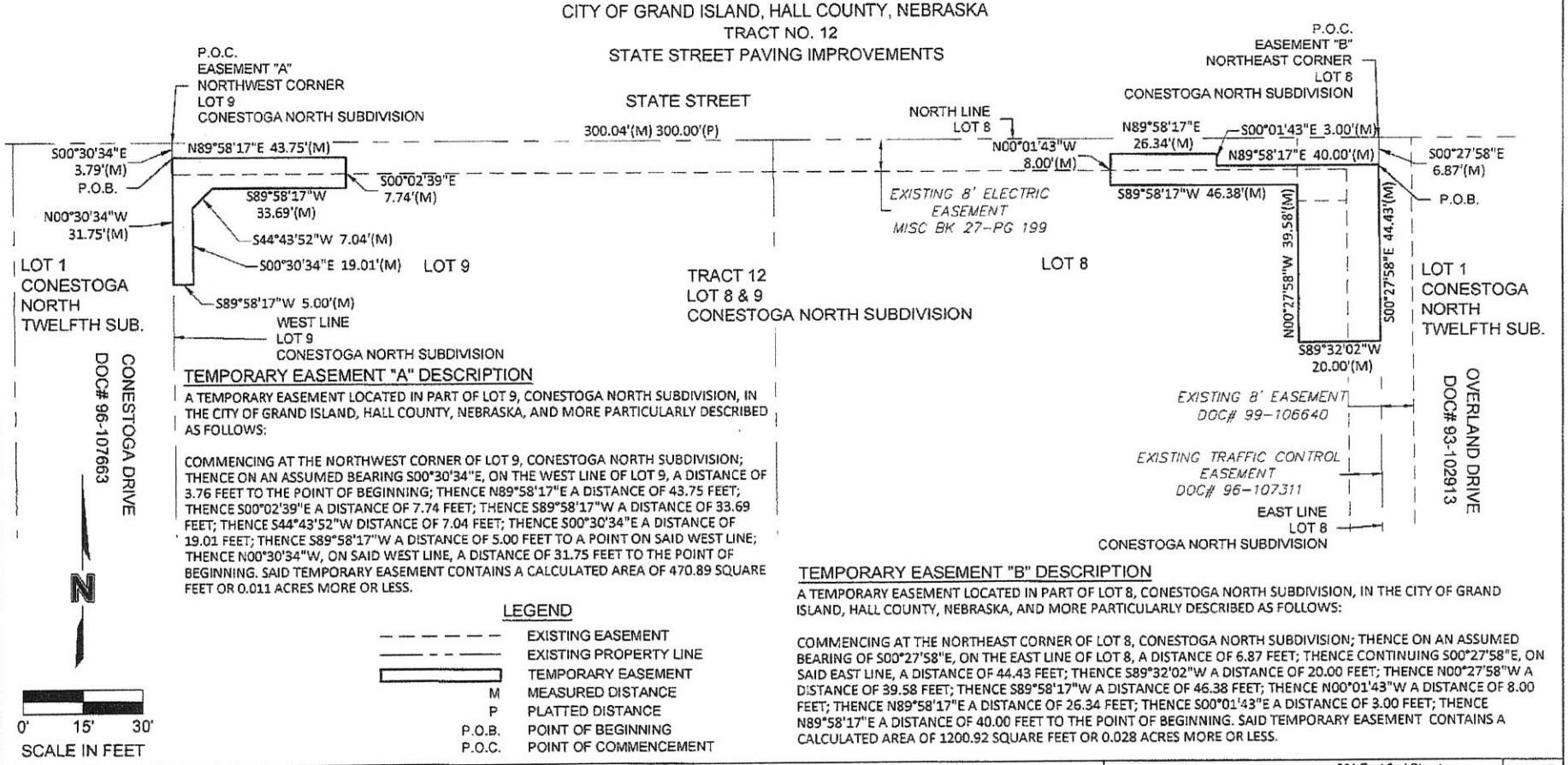
PROJECT NO: A21-07494 DRAWN BY: AJF DATE: 01.23.2026	TEMPORARY EASEMENT	olsson®	201 East 2nd Street Grand Island, NE 68801 olsson.com TEL 308.384.8750 Olsson - Survey Nebraska COA #000127	EXHIBIT 13T

TEMPORARY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

TRACT NO. 12

STATE STREET PAVING IMPROVEMENTS



TEMPORARY EASEMENT "A" DESCRIPTION

A TEMPORARY EASEMENT LOCATED IN PART OF LOT 9, CONESTOGA NORTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 9, CONESTOGA NORTH SUBDIVISION; THENCE ON AN ASSUMED BEARING S00°30'34"E, ON THE WEST LINE OF LOT 9, A DISTANCE OF 3.76 FEET TO THE POINT OF BEGINNING; THENCE N89°58'17"E A DISTANCE OF 43.75 FEET; THENCE S00°02'39"E A DISTANCE OF 7.74 FEET; THENCE S89°58'17"W A DISTANCE OF 33.69 FEET; THENCE S44°43'52"W DISTANCE OF 7.04 FEET; THENCE S00°30'34"E A DISTANCE OF 19.01 FEET; THENCE S89°58'17"W A DISTANCE OF 5.00 FEET TO A POINT ON SAID WEST LINE; THENCE N00°30'34"W, ON SAID WEST LINE, A DISTANCE OF 31.75 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 470.89 SQUARE FEET OR 0.011 ACRES MORE OR LESS.

LEGEND

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

TEMPORARY EASEMENT "B" DESCRIPTION

A TEMPORARY EASEMENT LOCATED IN PART OF LOT 8, CONESTOGA NORTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, CONESTOGA NORTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S00°27'58"E, ON THE EAST LINE OF LOT 8, A DISTANCE OF 6.87 FEET; THENCE CONTINUING S00°27'58"E, ON SAID EAST LINE, A DISTANCE OF 44.43 FEET; THENCE S89°32'02"W A DISTANCE OF 20.00 FEET; THENCE N00°27'58"W A DISTANCE OF 39.58 FEET; THENCE S89°58'17"W A DISTANCE OF 46.38 FEET; THENCE N00°01'43"W A DISTANCE OF 8.00 FEET; THENCE N89°58'17"E A DISTANCE OF 26.34 FEET; THENCE S00°01'43"E A DISTANCE OF 3.00 FEET; THENCE N89°58'17"E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 1200.92 SQUARE FEET OR 0.028 ACRES MORE OR LESS.

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

TEMPORARY EASEMENT

olsson

201 East 2nd Street
Grand Island, NE 68801

olsson.com
TEL 308.384.8750

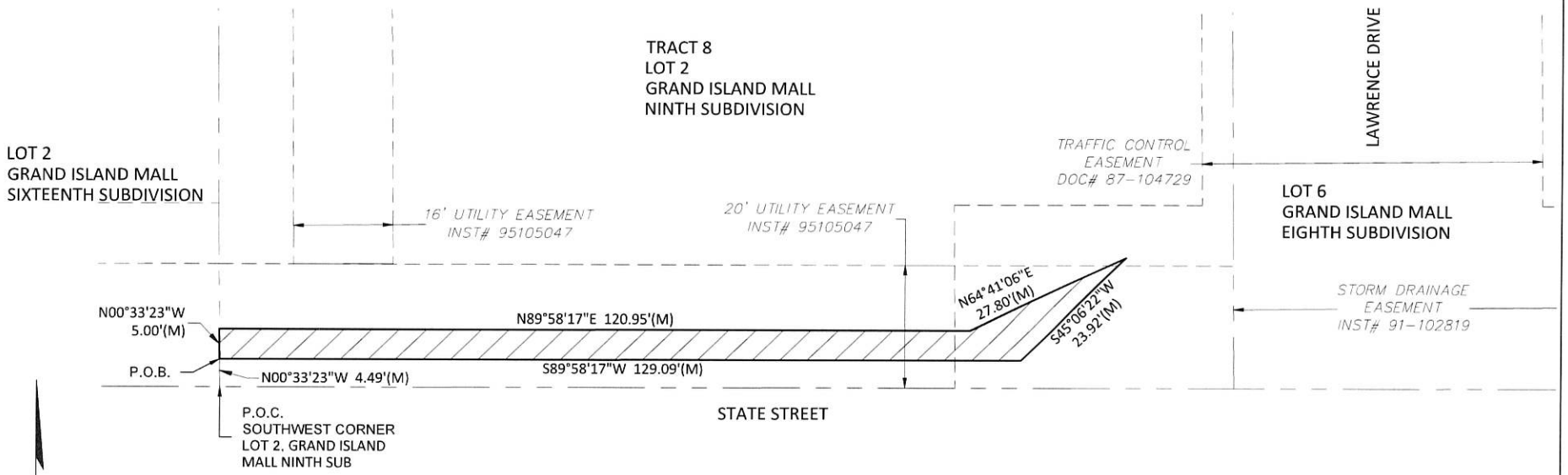
Olsson - Survey
Nebraska COA #000127

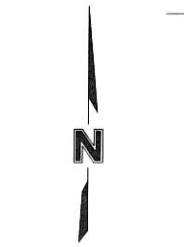
TRACT 12T

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DATE: Jan 23, 2026 10:32pm USER: jlorenz

TEMPORARY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 8
STATE STREET PAVING IMPROVEMENTS





LEGEND

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

TEMPORARY EASEMENT DESCRIPTION

A TEMPORARY EASEMENT LOCATED IN PART OF LOT 2, GRAND ISLAND MALL NINTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, GRAND ISLAND MALL NINTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°33'23"W ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 4.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°33'23"W ON SAID WEST LINE, A DISTANCE OF 5.00 FEET; THENCE N89°58'17"E A DISTANCE OF 120.95 FEET; THENCE N64°41'06"E A DISTANCE OF 27.80 FEET; THENCE S45°06'22"W A DISTANCE OF 23.92 FEET; THENCE S89°58'17"W A DISTANCE OF 129.09 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 736.53 SQUARE FEET OR 0.017 ACRES MORE OF LESS.

PROJECT NO: A21-07494	TEMPORARY EASEMENT	olsson	EXHIBIT
DRAWN BY: BDP		201 East 2nd Street Grand Island, NE 68801 olsson.com TEL 308.384.8750 Olsson - Survey Nebraska COA #000127	8T
DATE: 01.23.2026			

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DATE Jan 23, 2026 9:36pm USER jjimenez

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 6.d.

Subject: #2026-125 - Approving Certificate of Final Completion for Tree Removal at North Broadwell Avenue

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

---

BACKGROUND: B-D Construction, Inc. of Columbus, Nebraska was awarded a $88,288.00 contract by the City Council on March 10, 2026, via Resolution No. 2026-52, for the Tree Removal at North Broadwell Avenue.

Trees were removed north of the Burlington Northern Santa Fe Railroad (west of Broadwell Avenue) to prevent development delays in the Good Life District area.

DISCUSSION: The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Construction was completed at a total cost of $88,288.00.

Additional project costs incurred by the City (detailed below) totaled $75.20 for a final Project cost of $88,363.20.

Additional Project Costs-

Grand Island Independent- Advertising	$75.20
Additional Project Costs=	$75.20

FISCAL IMPACT: Funds were paid out of 23911402-85490.

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

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

RECOMMENDATION: City Administration recommends that the Council approve the

Certificate of Final Completion for Tree Removal at North Broadwell Avenue and accept the Project as complete.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Engineer's Certificate of Final Completion
2. Resolution

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Tree Removal at North Broadwell Avenue
CITY OF GRAND ISLAND, NEBRASKA
May 26, 2026

TO THE MEMBERS OF THE COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

This is to certify that Tree Removal at North Broadwell Avenue has been fully completed by B-D Construction, Inc. of Columbus, Nebraska under the contract awarded March 10, 2026. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Tree Removal at North Broadwell Avenue

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
Base Bid-					
1	MOBILIZATION	1.00	LS	$ 5,000.00	$5,000.00
2	BONDING AND INSURANCE	1.00	LS	$ 3,000.00	$3,000.00
3	TREE REMOVAL	1.00	LS	$ 62,000.00	$62,000.00
4	SEEDING, FERTILIZER, AND MULCH	1.00	LS	$ 8,000.00	$8,000.00
5	SILT FENCE, HIGH POROSITY	536.00	LF	$ 8.00	$4,288.00
6	CONSTRUCTION ENTRANCE	2.00	EA	$ 3,000.00	$6,000.00
				Base Bid Total=	**$88,288.00**

Additional Project Costs-

Grand Island Independent- Advertising	$ 75.20
Additional Project Costs	**$ 75.20**

Tree Removal at North Broadwell Avenue Project Total = $88,363.20

I hereby recommend that the Engineer's Certificate of Final Completion for Tree Removal at North Broadwell Avenue be approved.

Keith Kurz, PE – City Engineer/Public Works Director

Roger G. Steele – Mayor

R E S O L U T I O N 2026-125

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Tree Removal at North Broadwell Avenue, certifying that B-D Construction, Inc. of Columbus, Nebraska, under contract, has completed the project in the total amount of $88,288.00; and

WHEREAS, additional project costs equate to $75.20, as detailed below, resulting in a total project cost of $88,363.20; and

Grand Island Independent- Advertising	$	75.20
Additional Project Costs	**$**	**75.20**

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

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Tree Removal at North Broadwell Avenue in the total amount of $88,363.20 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 26, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 6.e.

Subject: #2026-126 - Approving Public Works Dell Computer Equipment Replacement

Staff Contact: Stephanie Gosda, IT Manager

BACKGROUND: The Information Technology division has scheduled a replacement of aged Public Works computer equipment for fiscal year 2026.

DISCUSSION: The IT division, through the Capital Equipment Fund account 60510001-85615 has budgeted for Computer replacements.

A quote from DELL Technologies through the State of Nebraska contract 15916 OC to purchase 4 desktops, 19 laptops, and 19 docking stations was obtained. The total cost of the equipment per Quote # 3000202756785.2 is $62,778.00. The equipment considered for this replacement rotation must be 5 years or older.

FISCAL IMPACT: Funds will be paid out of 60510001-85615.

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

1. Approve the purchase of $62,778.0 from DELL Marketing LP
2. Disapprove or Deny
3. Postpone the issue to a future date
4. Take no action on the issue

RECOMMENDATION: City Administration recommends that the Council approve the purchase from Nebraska State Contract No. 15916 OC, Vendor DELL Marketing LP in the amount of $62,778.00 to replace 4 desktops, 19 laptops, and 19 docking station.

SAMPLE MOTION: Approve the purchase from DELL Marketing LP, in the amount of $62,778.00.

ATTACHMENTS:

1. Dell State Contract

2. Dell Quote
3. Resolution

Docusign Envelope ID: DA450287-72A7-412D-A651-0A15F5FB98E3

STATE OF NEBRASKA CONTRACT AMENDMENT

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

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

PAGE	ORDER DATE
1 of 2	05/20/25
BUSINESS UNIT	BUYER
9000	MATTHEW CADDY (AS)

CONTRACT NUMBER
15916 OC

VENDOR NUMBER: 3260939

VENDOR ADDRESS:

DELL MARKETING LP
SLG SALES
1 DELL WAY BLDG RR2W-2 STOP 2-2-V2
ROUND ROCK TX 78682-7000

THE CONTRACT PERIOD IS:

FEBRUARY 01, 2024 THROUGH JUNE 30, 2026

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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

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

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

Contract to supply and deliver Computer Equipment (Desktop, Laptop, Tablet, Server and Storage), Peripherals and Related Services to the State of Nebraska.

Awarded from State of Minnesota Master Agreement 23026 [on behalf of NASPO ValuePoint] effective July 14, 2023.

Links below contain additional valuable information, not limited to products offered, pricing, and additional points of contact:
Dell Marketing L.P. Contract website: https://www.dell.com/en-us/lp/dt/naspo-computer?hve=learn+more
NASPO ValuePoint's Dell Marketing LP landing page: https://www.naspovaluepoint.org/portfolio/computer-equipment-peripherals-related-services-2023-2028/dell-marketing-lp/

Vendor Points of Contact:

Name, Title: Ashley Salinas, SLED Contract Manager
Position: Contract Management - Nationwide
Phone: (512)720-6034
Email: A.Salinas@dell.com

Name, Title: Jason Black, Enterprise Account Executive
Position: Sales Team - Local
Phone: (402)968-8304
Email: J.Black@dell.com

Name, Title: JoAnn Tamez, SLED Contract Manager
Position: Contract Management - Nebraska
Phone: (512)813-1905
Email: Joann.Tamez@dell.com

Name, Title: Eunice Quiroz, Accounts Manager
Position: Sales Team - Regional
Phone: (512)720-3903
Email: Eunice.Quiroz@dell.com

Awarded Bands:

Band 1, Personal Computer Devices - Windows Operating Systems: Desktops, Laptops, Tablets
Band 2, Personal Computer Devices - Non-Windows Operating Systems: Desktops, Laptops, Tablets
Band 3, Servers and Storage

The following configuration limits apply to this Contract:

Desktops, Laptops, Tablets: $15,000

Initial JT

DocuSigned by: Matthew Caddy 2D3462CD71A9444... 5/23/2025
YER

DocuSigned by: D5D6C0E236ED496... 5/28/2025
MATERIEL ADMINISTRATOR

Docusign Envelope ID: DA450287-72A7-412D-A651-0A15F5FB98E3

STATE OF NEBRASKA CONTRACT AMENDMENT

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

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

PAGE	ORDER DATE
2 of 2	05/20/25
BUSINESS UNIT	BUYER
9000	MATTHEW CADDY (AS)
VENDOR NUMBER: 3260939	

CONTRACT NUMBER
15916 OC

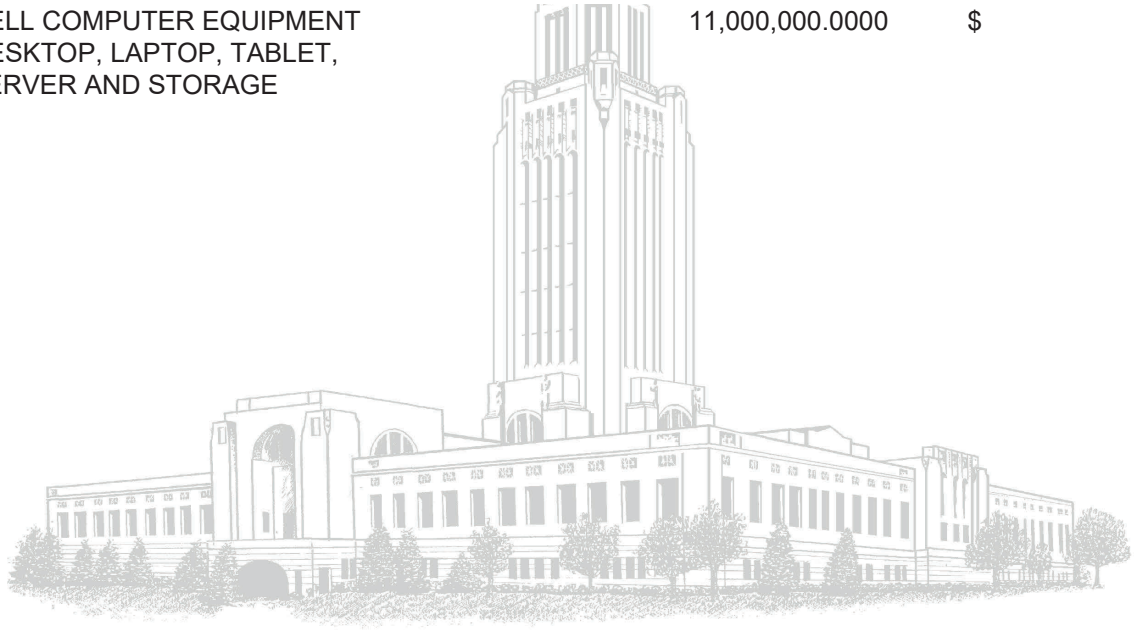
Peripherals: $10,000
Servers and Storage: $1,000,000

The dollar limits identified above are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at $15,000 each, for a total purchase price of $150,000).

All Purchase Orders must reference State Contract 15916 OC and Master Agreement No. 23026.

Participating Addendum as attached (BT 01/05/24)
Amendment One (1) as attached (MC 05/20/25)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DELL COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET, SERVER AND STORAGE	11,000,000.0000	$	1.0000



DS
MC
BUYER INITIALS

Docusign Envelope ID: DA450287-72A7-412D-A651-0A15F5FB98E3

AMENDMENT ONE
Contract Number: 15916 OC

Computer Equipment, Peripherals & Related Services

Between
The State of Nebraska
And
Dell Marketing L.P.

MASTER AGREEMENT
23026
Administered by State of Minnesota

THIS AMENDMENT is entered into by and between the State of Nebraska (the "State") and Dell Marketing L.P. ("Vendor").

WHEREAS, the State of Nebraska has a contract with the Vendor identified as 15916 OC for use by State agencies and other entities.

WHEREAS, the terms of the Contract specifically state that the Contract may be amended when mutually agreeable to the Vendor and the State of Nebraska.

WHEREAS, this Amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment will prevail.

NOW, THEREFORE, it is agreed by the parties to amend the contract as follows:

1. The Vendor Point of Contact Information is hereby deleted and replaced with the following:

DELL PARTICIPATING ADDENDUM CONTACTS			
NAME, TITLE	POSITION	PHONE	EMAIL
Ashley Salinas, SLED Contract Manager	Contract Management - Nationwide	512-720-6034	A.Salinas@dell.com
JoAnn Tamez, SLED Contract Manager	Contract Management - Nebraska	512-813-1905	Joann.Tamez@dell.com
Jason Black, Enterprise Account Executive	Sales Team – Local	402-968-8304	J.Black@dell.com
Eunice Quiroz, Accounts Manager	Sales Team - Regional	512-720-3903	Eunice.Quiroz@dell.com

2. The above-named contract expires June 30, 2025.

3. The contract end date, wherever such reference appears in the contract, shall be changed from June 30, 2025 to June 30, 2026 per Amendment No. 2 to NASPO Master Agreement 23026.

IN WITNESS WHEREOF, this amendment is entered into as of the last signature date below (the "Effective Date").

State of Nebraska

DocuSigned by:
By: _____
D5D6C0E236ED496...

Name: Michelle Potts

Title: Materiel Administrator

Date: 5/28/2025

Dell Marketing L.P.

Signed by:
By: Katherine Castillo
8DEF23302D0B4B8...

Name: Katherine Castillo

Title: ParaLegal Advisor

Date: 5/22/2025

Docusign Envelope ID: DA450287-72A7-412D-A651-0A15F5FB98E3

AMENDMENT NO. 2 TO NASPO MASTER AGREEMENT 23026

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Dell Marketing, L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contractor").

WHEREAS, the State has an agreement with the Contractor identified as NASPO Master Agreement 23026, July 14, 2023, through June 30, 2025 ("Master Agreement"), to provide Computer Equipment, Peripherals, & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Master Agreement allow the State to amend the Master Agreement as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Master Agreement.

NOW, THEREFORE, it is agreed by the parties to amend the Master Agreement as follows:

1. That Master Agreement 23026 is extended to June 30, 2026, at the same terms, conditions, and pricing.

This Amendment is effective beginning June 30, 2025, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Master Agreement is canceled, whichever occurs first.

Except as herein amended, the provisions of the Master Agreement between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING, L.P.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles. bylaws. resolutions, or ordinances.

By: Signed by: Katherine Castillo
8DEF23302D0B4B8...

Katherine Castillo
Printed Name

Title: ParaLegal Advisor

Date: 3/31/2025

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: DocuSigned by: Elizabeth M. Randa
742DE739C8ED492...

Elizabeth M. Randa
Printed Name

Title: Acquisition Management Specialist

Date: 3/31/2025

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: DocuSigned by: Luke Jannett
0266C0BD8EF44DE...

Luke Jannett
Printed Name

Title: Acquisitions Manager

Date: 3/31/2025

Docusign Envelope ID: D285D630-9DF5-4CE5-9B7C-23C3B38D644C

AMENDMENT NO. 1 TO NASPO MASTER AGREEMENT 23026

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contractor").

WHEREAS, the State has an agreement with the Contractor identified as NASPO Master Agreement 23026, July 1, 2023, through June 30, 2025 ("Master Agreement"), to provide Computer Equipment, Peripherals, & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Master Agreement allow the State to amend the Master Agreement as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Master Agreement.

NOW, THEREFORE, it is agreed by the parties to amend the Master Agreement as follows:

1. That the Price Schedule incorporated into Exhibit D of the Master Agreement is deleted in its entirety and replaced with the attached "Exhibit D: Price Schedule, Amendment 1."

2. That Exhibit E to the Master Agreement is deleted in its entirety and replaced with the attached "Exhibit E: Contractor Terms and Conditions, Amendment 1."

This Amendment is effective beginning upon the date that the final required signatures are obtained, and shall remain in effect through contract expiration, or until the Master Agreement is canceled, whichever occurs first.

Except as herein amended, the provisions of the Master Agreement between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING L.P.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Signed by:
By: Katherine Castillo
D875738B19EE48A...

Katherine Castillo
Printed Name

Title: Paralegal Advisor

Date: 10/29/2024

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 3.

DocuSigned by:
By: Elizabeth M. Randa
742DE739C8ED492...

Elizabeth M. Randa
Printed Name

Title: Acquisition Management Specialist

Date: 10/29/2024

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

DocuSigned by:
By: Andy Doran
68D02A26D7604BA...

Andy Doran
Printed Name

Title: IT Acquisitions Supervisor

Date: 10/29/2024

DELL Technologies

A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under “Quotes” in the top menu bar.

Quote No.:	**3000202756785.2**
Total (USD):	**$62,778.00**
eQuote Name:	PW Replacements Quote
eQuote Creator:	stephanieg@grand-island.com
Quoted On:	May. 15, 2026
Expires By:	Jun. 14, 2026
Company Name:	CITY OF GRAND ISLAND
Customer Number:	57684
Phone:	3083855469
Premier Page Name:	CITY OF GRAND ISLAND - Nebraska NASPO ValuePoint 14252 OC / WN20AGW
Contract Name:	Dell NASPO Computer Equipment PA - Nebraska
Contract Code:	C000001116553
Customer Agreement Number:	23026 / 15916

Billing Address:
CITY OF GRAND ISLAND
PAYABLE ACCOUNTS
PO BOX 1968
GRAND ISLAND , NE 68802-1968

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
1. **PW Engineering Laptop - Dell Pro Max 16 U9 285H | 32GB | 1TB | Touch | 5 yr ProSupport Plus**	10	$3,140.00	$3,140.00	$31,400.00
2. **Library Public Micro Plus - U7 265 | 16GB | 512GB | Wired | 5 yr Basic**	4	$1,265.00	$1,265.00	$5,060.00
3. **Dell Pro 16 Plus PB16250 [Ultra 7 265U 16GB 512GB SSD Touch wifi 6E 5yr PSP]**	9	$2,027.00	$2,027.00	$18,243.00
4. **Dell Pro Thunderbolt 5 Smart Dock SD25TB5**	19	$425.00	$425.00	$8,075.00
			Subtotal:	$62,778.00
			Shipping:	$0.00
			Estimated Tax:	$0.00
			Total (USD):	$62,778.00

Shipping Address:
CITY OF GRAND ISLAND
Gosda Stephanie
100 E 1St St
GRAND ISLAND CITY HALL
Grand Island , NE 68801

Shipping Method:
FREE Standard Delivery

Product Details

		Qty	Unit Price	Subtotal
1.	 **PW Engineering Laptop - Dell Pro Max 16 U9 285H | 32GB | 1TB | Touch | 5 yr ProSupport Plus (210-BPVN)** Order Code: rcrc1153696-9089897	**10**	**$3,140.00**	**$31,400.00**

Module	Description	Product Code	SKU	Qty
Base	Dell Pro Max 16 (MC16250) XCTO Base	G0P3XI7	210-BPVN	1
Processor	Intel® Core™ Ultra 9 285H, vPro® Enterprise (24MB, 16 cores, 16 threads, up to 5.40 GHz Turbo, 45W)	G85D6F1	379-BGFN	1
Operating System	Windows 11 Pro	G0YF5BA	619-BBPM	1
Memory	32GB: 2x16GB, DDR5, 5600 MT/s, SoDIMM, Dual Channel, non-ECC	G8ZN0VD	370-BCXX	1
Base Options	Intel® Core™ Ultra 9 285H Processor with vPro	GPXZFM6	329-BKVV	1
Systems Management	Intel vPro Technology Disabled	G0189IJ	631-BCDH	1
Storage	1 TB Performance SSD, SED Ready,TLC	GBEF6KP	400-BSYP	1
Display	16", Touch, FHD+, LCD, 300 nits, FHD HDR IR, 4G/5G capable, mic	GXGIU8L	391-BJWV	1
Camera	FHD+IR Camera, HDR	G9SUGXK	319-BBLV	1
Keyboard	English US backlit Copilot key keyboard with numeric keypad	GGS30EK	583-BMQF	1
Mouse	No Mouse	G8043UZ	570-AADK	1
Driver	Intel AX211 WLAN Driver	GM7LE06	555-BMBL	1
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® 5.3 wireless card	GBSJO8W	555-BLYF	1
Primary Battery	6 cell, 96Whr, ExpressCharge™ Capable, Long Life Cycle battery, 3-year warranty	G3GSV08	451-BDNC	1
Power Supply	130W AC adapter, Type C (TCO10)	GUZT2QR	492-BFDZ	1
PalmRest	Palmrest with no added security	GS2ZKG7	346-BLSG	1
Cable	E5 Power Cord 1M for US	G39AK0Z	537-BBDK	1
Placemat	Quick Setup Guide for Dell Pro Max 16	GBWKS8F	340-DTYX	1
Documentation	Documentation	GUX97AW	340-DNBV	1
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	387-BBLW	1
Shipping Material	Packaging for Discrete/UMA graphic card + 130W adapter	GMRV42L	340-DVNP	1
Processor Label	Intel® Core™ Ultra 9 Processor Label	GD572KM	389-FKKD	1
Transportation from ODM to region	Standard Shipment	G73Y5OH	800-BBGT	1
EAN/UPC Labels	No UPC/EAN Label	G8WGTYN	389-BCGW	1
Operating System Language Pack	English, French, Spanish, Brazilian Portuguese	GALH68M	619-BBPD	1
ICPS	No Intel® Connectivity Performance Suite	GJ5LQFG	650-BBBG	1

EPEAT	EPEAT Gold with Climate+	GBU8CHM	379-BDZB	1
Graphics	NVIDIA® RTX™ PRO 2000 Blackwell Generation, 8 GB GDDR7	G9WV5B1	490-BKVN	1
Chassis Options	Dell Pro Max 16 Bottom Door, Discrete	GVLT89J	321-BLTM	1
FGA Module	No FGA	NOFGA	817-BBBB	1
Raid Connectivity	NO RAID	GX5Q06T	817-BBBN	1
Mobile Broadband	No Mobile Broadband Card	GR957IY	556-BBCD	1
Additional Storage	No Additional Hard Drive	GBAK075	401-AAGM	1
Intel Responsiveness Technologies	Intel(R) Rapid Storage Technology Driver	GYE097N	409-BCYY	1
Standard Hardware Support Service	5Y ProSupport Plus with ProSupport and AD and KYHD with Technical Customer Success Mgr	GHIZ0FQ	997-8367,715-4121,715-4135,715-3999,715-4160,715-4188	1
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GHKU96A	630-ABBT	1
Non-Microsoft Application Software	Dell Pro Max 16	GXT5LSK	658-BFVV	1
Home and Small Business Security solutions	None	GD4K19S	650-AAAM	1
AI-Powered Commercial, Enterprise & Medium Busines	CrowdStrike Endpoint Protection Pro w Essential Support 1yr	G3B79M5	634-CCLG	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1
Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1

		Qty	Unit Price	Subtotal
2.	 **Library Public Micro Plus - U7 265 | 16GB | 512GB | Wired | 5 yr Basic (210-BPQG)** Order Code: rcrc1153696-9086859	4	$1,265.00	$5,060.00

Module	Description	Product Code	SKU	Qty
Processor	Intel® Core™ Ultra 7 265 (13 TOPS NPU, 20 cores, up to 5.3GHz)	GL4ERAI	338-CRZM	1
Operating System	Windows 11 Pro	G0VA5W2	619-BBQD	1
Memory	16 GB: 2 x 8 GB, DDR5, up to 6400 MT/s, non-ECC	GBA6UR9	370-BCVX	1
Storage	512 GB, SSD	G0O2JSD	400-BSWY	1
Additional Storage	No Additional Hard Drive	G780XKR	401-AANH	1
Wireless	No Wireless LAN Card	GNMR3AS	555-BLXL	1
Wireless Driver	None	GQMKF4C	340-AFMQ	1
Chassis Options	Dell Pro Micro Plus with 65W Processor	G7S4NE0	329-BKRQ	1
Keyboard	Dell Wired Keyboard - KB216 - US English - Black	G3JLXPF	580-BCCR	1
Mouse	Dell Wired Mouse - MS116 Black	G1YKOP6	570-BBKP	1
Adapter	No Additional Cable	GIX0L8M	379-BBCY	1

Stands and Mounts	No Stand or Mount	GJO5ZSE	575-BBBI	1
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	387-BBLW	1
Power Cord	Power Cord (US) for 180W Adapter	G1S6LHJ	450-AAZN	1
Documentation	Documentation	GUX97AW	340-DNBV	1
System Monitoring Options	Watch Dog SRV	G5UVY8E	379-BFYR	1
Placemat	Quick Start Guide	GYLK0JU	340-DTSX,389-FKHG	1
EAN/UPC Labels	No UPC/EAN Label	G8WGTYN	389-BCGW	1
TPM Security	Trusted Platform Module (Discrete TPM Enabled)	GJMDKT6	329-BBJL	1
Shipping Material	Shipping Material, MPP Cusion	G6AS8OF	340-DTXM,389-BBUU	1
Label	Regulatory Label for 180W Adapter	G0OITJD	389-FKNY	1
Intel Responsiveness Technologies	Driver/APP for IRST	G915M7G	658-BFTS	1
Processor Label	Intel® Core™ Ultra 7 vPro Processor Label	G4ERT3G	389-FJVS	1
Transportation from ODM to region	Desktop Standard shipment	G12DH3B	800-BBIO	1
Dell Pro Micro Plus QBM1250	Dell Pro Micro Plus QBM1250	G4WP29A	210-BPQG	1
Systems Management	Intel vPro® Enterprise	GUS97FV	631-BCCP	1
Speakers	Internal Speaker	GY5CFD6	520-BBGY	1
EPEAT	EPEAT Gold with Climate+	GBU8CHM	379-BDZB	1
Power Supply	180 Watt A/C Adapter, TCO Compliant	G4PSKQH	450-BDXJ	1
Raid Connectivity	NO RAID	GX5Q06T	817-BBBN	1
Micro Mounting Option	No Stand or Mount	GJO5ZSE	575-BBBI	1
FGA Module	No FGA	NOFGA	817-BBBB	1
Hard Drive Cables and Brackets	1st M.2 2230 SSD Extend Bracket & Screw	GABNY7H	575-BCRQ	1
Serial Port Adapter	No PCIe add-in-card	GVEYOQ7	492-BBFF	1
Optional Port Modules	Optional HDMI 2.1 Port	GL8S05O	382-BBQB	1
TAA	No Federal Order	GUSA19Y	340-ACQQ	1
Operating System Language Pack	English, French, Spanish, Brazilian Portuguese	GALH68M	619-BBPD	1
Standard Hardware Support Service	5 Year Basic Onsite Service after remote diagnosis with Hardware-Only Support	GY1FI4U	717-0497,717-0482	1
Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1
Microsoft Office	No Microsoft Office License included (Fed and Premier, Exception Only)	GDFAG1O	630-AAXE	1
Non-Microsoft Application Software	Dell Pro Micro Plus QBM1250	G7TX4IE	658-BFWF	1

Home and Small Business Security solutions	None	GD4K19S	650-AAAM	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1
External Speakers	No External Speaker	GTNM7E2	817-BBBC	1

		Qty	Unit Price	Subtotal
3.	 **Dell Pro 16 Plus PB16250 [Ultra 7 265U 16GB 512GB SSD Touch wifi 6E 5yr PSP] (210-BPCK)** Order Code: rcrc1153696-9035121	**9**	**$2,027.00**	**$18,243.00**

Module	Description	Product Code	SKU	Qty
Base	Dell Pro 16 Plus (PB16250) XCTO Base	G7BL3IC	210-BPCK	1
Processor	Intel® Core™ Ultra 7 265U, vPro® (12 TOPS NPU, 12 cores, up to 5.3 GHz)	G9LI5U6	379-BFXR	1
Operating System	Windows 11 Pro	G0VA5W2	619-BBQD	1
Memory	16 GB: 2 x 8 GB, DDR5, 5600 MT/s, dual channel	G1SX8UY	370-BCNF	1
Base Options	Integrated Intel® graphics for Intel® Core™ Ultra 7 265U vPro® processor	GAYSO07	338-CRJC	1
Storage	512 GB, SSD	G8E6J5B	400-BSLJ	1
Operating System Language Pack	English, French, Spanish, Brazilian Portuguese	GALH68M	619-BBPD	1
Systems Management	Intel® vPro® Enterprise Technology Enabled	GJ0Z6SB	631-BCCF	1
Display	16", Touch, FHD+, Anti-Glare, 300 nits, 45% NTSC, 5 MP + IR Cam	GROY6DP	391-BJSJ	1
PalmRest	No Fingerprint Reader, No Smart Card Reader, RJ-45	G2BY5CR	346-BLJP	1
Camera	5MP HDR + IR Camera with Presence Detection, Facial Recognition, TNR, Camera Shutter, Microphone	G8RH0CI	319-BBJW	1
Keyboard	English US backlit Copilot key keyboard with numeric keypad	GGS30EK	583-BMQF	1
Mouse	No Mouse	G8043UZ	570-AADK	1
Driver	Intel® AX211 WLAN Driver	GJEPVX7	555-BLRW	1
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® 5.3 card	GNH2VCT	555-BLLZ	1
Mobile Broadband	No Mobile Broadband Card	GR957IY	556-BBCD	1
Primary Battery	3-cell, 55 Wh, ExpressCharge™ Capable, Long Life Cycle, 3-year limited hardware warranty	GWS2QJ7	451-BDKV	1
Power Supply	100W USB-C AC Adapter	GEJ3CKF	492-BDTD	1
Cable	E5 Power Cord 1M for US	G39AK0Z	537-BBDK	1
Placemat	Quick Start Guide	GKP8ZQ9	340-DTVS	1
Documentation	Documentation	GUX97AW	340-DNBV	1
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	387-BBLW	1
FGA Module	No FGA	NOFGA	817-BBBB	1
Packaging	Dell Pro 16 Plus Mix Model	G3MDV84	340-DSLW	1
Transportation from ODM to region	Standard Shipment (S)	G7DC6AK	800-BBQN	1
EAN/UPC Labels	No UPC/EAN Label	G8WGTYN	389-BCGW	1
EPEAT	EPEAT Gold with Climate+	GBU8CHM	379-BDZB	1
Processor Branding	Intel® Core™ Ultra 7 vPro Processor Label	GVJPQ69	389-FJMJ	1

Intel Responsiveness Technologies	Intel® Rapid Storage Technology Driver	G49I3GF	409-BCYN	1
Chassis Options	No WWAN (WLAN only) Tray	GDLOPE0	321-BLQH	1
ICPS	Intel® Connectivity Performance Suite	GJ9CG51	640-BBTF	1
Standard Hardware Support Service	5Y ProSupport Plus with ProSupport and AD and KYHD with Technical Customer Success Mgr	GMRKE31	714-0464,714-6667,997-8367,714-6710,714-6695,714-6709,714-6711,975-3461	1
Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1
Microsoft Office	No Microsoft Office License included (Fed and Premier, Exception Only)	GDFAG1O	630-AAXE	1
Non-Microsoft Application Software	Dell Additional Software - Dell Pro Laptop	G3PHAG2	658-BFVB	1
Home and Small Business Security solutions	None	GD4K19S	650-AAAM	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1

		Qty	Unit Price	Subtotal
4.	 **Dell Pro Thunderbolt 5 Smart Dock SD25TB5 (210-BRQS)** Order Code: rcrc1153696-9086804	**19**	**$425.00**	**$8,075.00**

Module	Description	Product Code	SKU	Qty
Dell Pro Thunderbolt 5 Smart Dock SD25TB5	Dell Pro Thunderbolt 5 Smart Dock SD25TB5	GRK3P7V	210-BRQS	1
Service	3Y Basic Hardware Service with Advance Exchange after remote disgnosis	G0CV2TE	720-1583,720-1584	1

Need Help?

We're here to answer any of your Order Support questions. Contact Us.

CONNECT WITH DELL:

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date.Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

R E S O L U T I O N 2026-126

WHEREAS, the Information Technology Division of the Finance Department planned a Public Works computer replacement project for fiscal year 2026; and

WHEREAS, there exists a State of Nebraska Contract Number 15916 OC for DELL computer equipment; and

WHEREAS, the cost for such equipment totals $62,778.00 to purchase 4 desktops, 19 laptops, and 19 docking stations;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Information Technology Division is hereby authorized to purchase equipment as referenced by Dell Quote # 3000202756785.2 in the amount of $62,778.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 26, 2026.

_____
Roger G Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 6.f.

Subject: #2026-127 - Approving JBR Subdivision Final Plat Subdivision Agreement for JBR Subdivision

Staff Contact: Chad Nabity, AICP

BACKGROUND: The site is 0.20 acres located west of Locust Street and north of 6th Street Drive in Grand Island. This will create 2 lots.

DISCUSSION: The final plat consists of 2 lots, with one fronting onto Locust Street and the other onto 6th Street. The property is zoned R4 High Density Residential Zone. The minimum lot size in the R4 zone is 6000 square feet. The applicant is seeking approval to separate two existing houses on one lot. The older house was built in 1906 and the newer one was built in 1916, based on the Hall County Assessor records. The proposed lots do not meet minimum lot sizes; staff is recommending that Council approve the plat with a waiver to the minimum lot size as is permitted in the code. This is similar to what has been done in the past when this situation occurs.

This item was considered with the consent agenda at the May 6, 2026, Planning Commission meeting the following is from the minutes of that meeting:

A motion was made by Avery and seconded by Barnes to approve all items on the consent agenda.

The motion was carried with 10 members voting in favor (O'Neill, Ruge, Rainforth, Monter, Avery, Goplin, Ostermeier, Barnes, Nelson and Doane) with no members voting no and no members abstaining and two members absent (Simmerman and Robb).

FISCAL IMPACT: No fiscal impact.

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

RECOMMENDATION: Approve the plat as submitted.

SAMPLE MOTION: Move to approve the plat and subdivision agreement and authorize the Mayor to sign.

ATTACHMENTS:

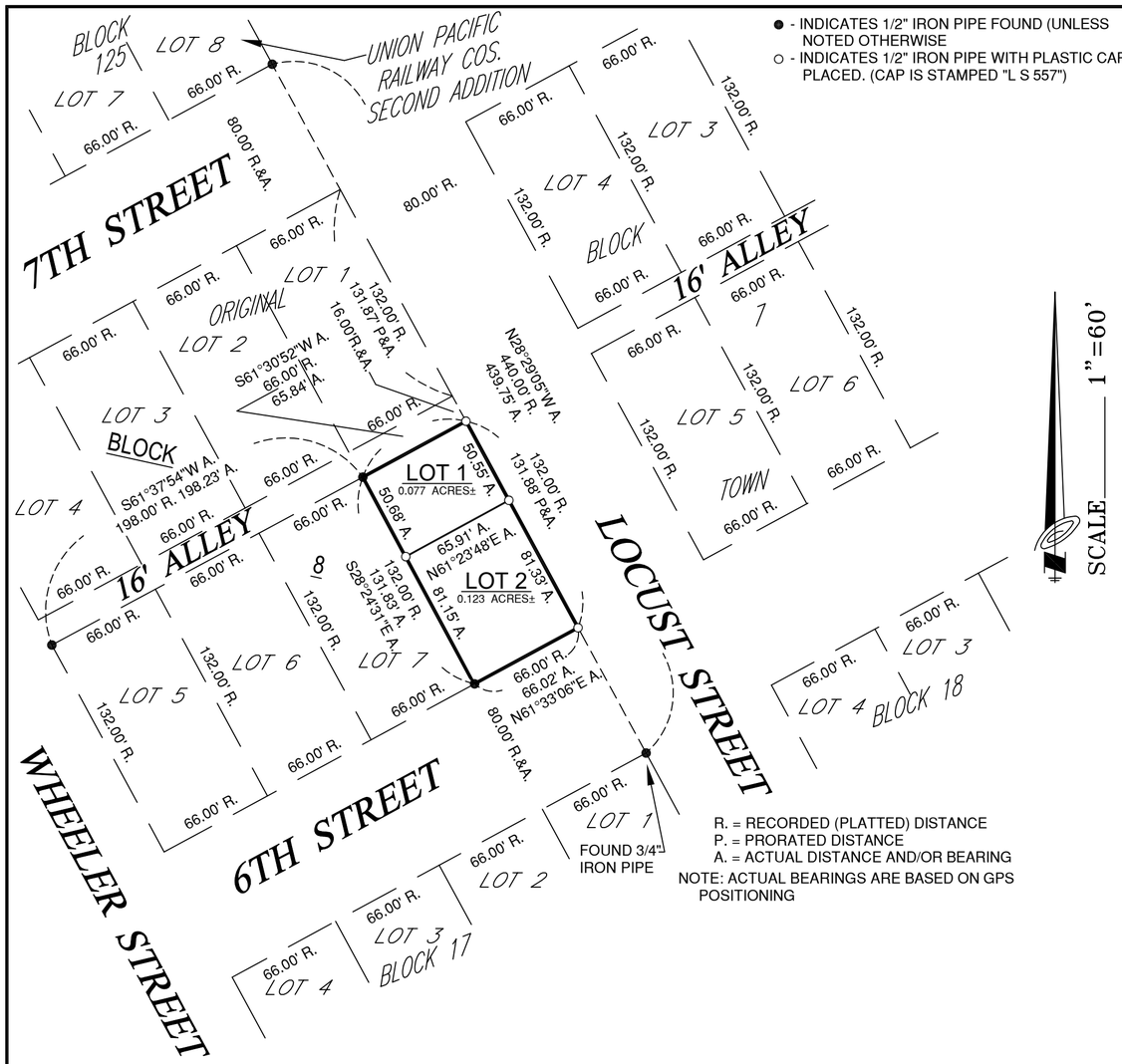
1. JBR Subdivision Aerial Map
2. JBR SUB GI Final Plat
3. JBR Subdivision App
4. JBR Subdivision Agreement
5. Resolution

PROPOSED SUBDIVISION
AERIAL MAP



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

50
Feet



LEGAL DESCRIPTION

A tract of land comprising all of Lot Eight (8), Block Eight (8), Original Town in Grand Island, Hall County, Nebraska, and containing 0.200 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Lee D. Wagner, hereby certify that on_____, 2026, I completed an accurate survey (by me personally or under my supervision) of "JBR SUBDIVISION", in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof; and that said survey is a true delineation of said survey; that the lots, blocks, streets, avenues, alleys, parks, commons, and other grounds as contained in said subdivision as shown on the accompanying plat thereof, are well and accurately staked off and marked; that iron markers were placed at all corners as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments; that I am registered Professional Land Surveyor under the Land Surveyor's Regulation Act, and to the best of my knowledge and belief, is true, correct and in accordance with the Land Surveyor's Regulation Act in effect at the time of this survey.

_____

Lee D. Wagner, Nebraska Professional Land Surveyor No. 557

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that J & B RENTALS, L.L.C. a Nebraska Limited Liability Company, being the owner of the land described hereon, have caused same to be subdivided, platted and designated as "JBR SUBDIVISION" in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, for the location construction and maintenance of public service utilities forever, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements, and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

IN WITNESS WHEREOF, I have affixed my signature hereto at _____, Nebraska, this_____ day of_____, 2026.

_____

Christie Kelley, Manager
J & B RENTALS, L.L.C.
a Nebraska Limited Liability Company

ACKNOWLEDGMENT

State of Nebraska
ss
County of _____

On the_____ day of_____, 2026, before me,_____, a Notary Public within and for said County, personally appeared Christie Kelley, Manager of J & B RENTALS, L.L.C., a Nebraska Limited Liability Company, to me personally known to be the identical person whose signature is affixed hereto, and she did acknowledge the execution to be her voluntary act and deed as Manager, and the voluntary act and deed of said Nebraska Limited Liability Company, and that she was empowered to make the above dedication for and in behalf of said Nebraska Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at _____, Nebraska, on the date last above written.

My commission expires _____.

_____

(SEAL)

APPROVALS

Submitted to and approved by the Regional Planning Commission of Hall County, Grand Island and Wood River, and the Villages of Alda, Cairo and Doniphan, Nebraska.

_____ _____

Chairman *Date*

Approved and accepted by the City of Grand Island, Nebraska, this_____day of_____, 2026.

_____ _____

Mayor *City Clerk*

JBR SUBDIVISION

IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

BENJAMIN & ASSOCIATES, INC.

ENGINEERS & SURVEYORS - GRAND ISLAND, NEBRASKA

CITY OF GRAND ISLAND

100 East First Street Grand Island, NE 68801

FILE #: 26-001597
PERMIT #: SUB26-000012
ADDRESS: 204 6TH ST W, Grand Island, NE 68801
DESCRIPTION: JBR SUBDIVISION

Permit Type
Subdivision Application

Subtype
Final Plat

Work Description
JBR SUBDIVISION

Applicant
Benjamin & Associates, Inc. - Lee Wagner
benassoc557@yahoo.com
Mailing Address: P. O. Box 339 , Grand Island, NE 68802
Primary Phone: 3083828465
Cell Phone: 3083828465

Status
Under Review

Application Date
04/14/2026

Approval Date

Issue Date

Expiration Date

Close Date

This application must be submitted a minimum of 20 calendar days prior to a planning commission meeting to be considered at that meeting.
Planning Commission meetings are typically held on the first Wednesday of the month.

PROPERTY OWNERS

All owners and spouses (if applicable) will be required to sign the authorization certificate on the final plat

ADDITIONAL CONTACTS

APPLICATION INFORMATION

Surveyor/Engineer
Benjamin & Associates, Inc. - Lee Wagner
benassoc557@yahoo.com
Mailing Address: P. O. Box 339 , Grand Island, NE 68802
Primary Phone: 3083828465
Cell Phone: 3083828465

Search for a Surveyor/Engineer. If the Surveyor/Engineer is not listed, please have them register on the Grand Island online portal (www.citizenserve.com/grandisland) before submitting this permit

Location
Grand Island City Limits or ETJ

Number of Lots
2

Number of Acres
0.2

Current Zoning
R4

SUBMITTAL DOCUMENTS

AutoCAD file
JBR SUB GI Final Plat.dwg

Subdivision Plat
JBR SUB GI Final Plat.pdf

Closure Sheet
CL JBR SUB.pdf

Utilities Sheet
JBR SUB GI Structures Utilities.pdf

Include all utility services, easements, and structures on property

Additional Attachments
CL JBR SUB.dwg
JBR SUB GI Structures Utilities.dwg

ACKNOWLEDGEMENT

As the applicant for this subdivision I do hereby certify that I have provided complete information regarding the ownership of the property included in this application

Signature

INTERNAL ONLY

Hall County Payments: use the **Payment Type = Other** and **Notes = COUNTY**

FEES

FEE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Final Application Fee				$510.00
			Plan Check Fees	$0.00
			Permit Fees	$510.00
			Total Fees	$510.00

PAYMENTS

DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT
04/14/2026	Check	10117	JBR Sub - Check #10117	1274	Benjamin & Associates, Inc. - Lee Wagner	$510.00
					Amount Paid	$510.00
					Balance Due	$0.00

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

JBR SUBDIVISION

Lots 1 and 2 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, J & B RENTALS, L.L.C., a Nebraska Limited Liability Company, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

> A tract of land comprising all of Lot Eight (8), Original Town in Grand Island, Hall County, Nebraska, and containing 0.200 acres, more or less.;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as JBR SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number,

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

1. **Paving**. The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Locust Street and/or Sixth Street where they abut the subdivision. The Subdivider waives the right to protest the creation, expansion, modification, or correction of any future paving district within or abutting the subdivision.

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

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

4. **Storm Drainage**. The Subdivider is using City of Grand Island Post Construction Credits as they were available at the time of this subdivision to meet water quality

requirements. Any redevelopment of this area may require additional credits, additional drainage provisions and compliance with the current code at the time of redevelopment.

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

5. **Sidewalks.** The Subdivider shall maintain all public sidewalks required by the City of Grand Island.

6. **Separation of Utilities.** The Subdivider agrees that they are separating existing buildings onto separate lots and will provide to the City with this agreement proof that each lot is served by separate sewer, water and/or electrical services. The Subdivider shall be responsible for all permits and inspections required for such separation.

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

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

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

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

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

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

Dated _____, 2026.

J & B RENTALS, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY,
Subdivider

By: _____
Christie Kelley, Managing Member

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Christie Kelley, Managing Member of J & B Rentals, L.L.C., a Nebraska Limited Liability Company, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of J & B Rentals, L.L.C.

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____
Jill Granere, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

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

WITNESS my hand and notarial seal the date above written.

_____

Notary Public

My commission expires: _____

R E S O L U T I O N 2026-127

WHEREAS know all men by these presents, that J & B Rentals, a Nebraska Limited Liability Company, being the owner of the land, described hereon, have caused same to be surveyed, subdivided, platted and designated as "JBR SUBDIVISION", a tract of land comprising all of Lot Eight (8), Block Eight (8), Original Town in Grand Island, Hall County, Nebraska.

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

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

WHEREAS, the existing houses on this property were built prior to zoning regulations and the lots created by this subdivision do not meet the current minimum lot size.

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

BE IT FURTHER RESOLVED that the final plat of JBR SUBDIVISION, as made out, acknowledged, and certified, is hereby approved with an exception to the minimum lot size as allowed in the Subdivision Regulations by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 26, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 6.g.

Subject: #2026-128 - Approving La Luc Second Subdivision Final Plat and Subdivision Agreement for La Luc Second Subdivision

Staff Contact: Chad Nabity, AICP

BACKGROUND: The site is 1.75 acres located northwest of the intersection of Capital Ave. and Sycamore Street in Grand Island. This will create 2 lots.

DISCUSSION: The final plat consists of 2 lots, both fronting onto Capital Ave. The property is zoned B2 General Business Zone. The B2 zoning district requires a minimum of 3000 square feet per lot. The plat meets the requirements for approval.

This item was considered with the consent agenda at the May 6, 2026, Planning Commission meeting. The following is from the minutes of that meeting:

A motion was made by Avery and seconded by Barnes to approve all items on the consent agenda.

The motion was carried with 10 members voting in favor (O'Neill, Ruge, Rainforth, Monter, Avery, Goplin, Ostermeier, Barnes, Nelson and Doane), with no members voting no and no members abstaining and two members absent (Simmerman and Robb).

FISCAL IMPACT: No fiscal impact.

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

RECOMMENDATION: Approve the plat as submitted.

SAMPLE MOTION: Move to approve the plat and subdivision agreement and authorize the Mayor to sign.

ATTACHMENTS:

1. La Luc 2nd Subdivision Aerial Map
2. La Luc 2nd Final Plat
3. La Luc 2nd Subdivision Application
4. La Luc Subdivision Agreement
5. Resolution

PROPOSED SUBDIVISION
AERIAL MAP



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

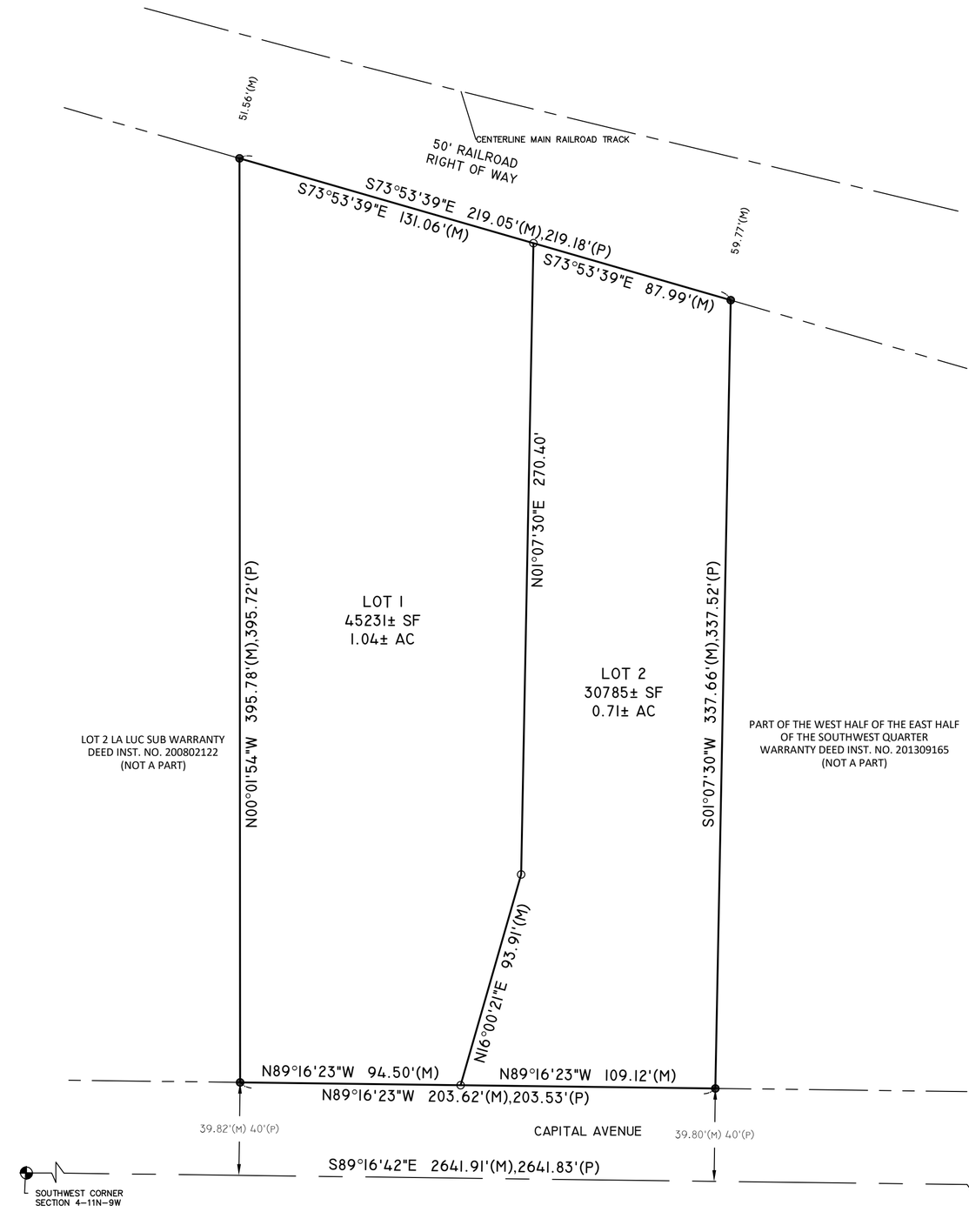
200
Feet

LA LUC SECOND SUBDIVISION

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT

SURVEY OF: ALL OF LOT 1 LA LUC SUBDIVISION

SEC 4 T 11 N, R 9 W OF THE 6TH P.M.



LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF ALL OF LOT ONE (1), LA LUC SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

SAID TRACT CONTAINS 76016 SQUARE FEET OR 1.75 ACRES, MORE OR LESS.

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT JOSE O. GARCIA AND FLORENCIA O. GARCIA, BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "***LA LUC SECOND SUBDIVISION***" IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

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

_____ _____
JOSE O. GARCIA FLORENCIA O. GARCIA

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL SS

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

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

APPROVALS

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

_____ _____
CHAIRPERSON DATE

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

_____
MAYOR

_____
CITY CLERK

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON FEBRUARY 24TH, 2026, I, BRYAN ADAM BROWN, A NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 852, DULY LICENSE UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

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

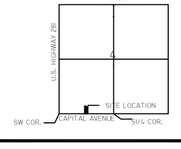
NEBRASKA PROFESSIONAL PLS-852 LAND SURVEYOR BRYAN ADAM BROWN

LEGEND

- PROPERTY LINE
- SECTION LINE
- MAIN RAILROAD TRACK
- M — MEASURED DISTANCE
- P — PLATTED DISTANCE LA LUC SUBDIVISION
- FOUND CORNER (1/2" IRON PIPE UNLESS NOTED)
- SET CORNER (5/8 RE-BAR W LS 852 CAP UNLESS NOTED)

SCALE: 1" = 40'
0' 20' 40'

LOCATION MAP
SEC. 4 T11N, R9W
NOT TO SCALE



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS DERIVED FROM THE HALL COUNTY LOW DISTORTION PROJECTION (LDP) COORDINATE SYSTEM

OWNER: JOSE O. GARCIA, FLORENCIA O. GARCIA
SUBDIVIDER: JOSE O. GARCIA, FLORENCIA O. GARCIA
SURVEYOR: BROWN SURVEYING SERVICES
NUMBER OF LOTS: 1

BROWN SURVEYING SERVICES
P.O. Box 116, Shelton, Nebraska 68876 - (308) 216-0582

PROJECT NAME: LA LUC SECOND SUBDIVISION GI		SURVEYED BY: BAB
PROJECT NO.: 026-015	DATE: 3/9/2026	SHEET: 1 OF 1

CITY OF GRAND ISLAND

100 East First Street Grand Island, NE 68801

FILE #: 26-001327
PERMIT #: SUB26-000008
ADDRESS: 124 CAPITAL AVE E, Grand Island, NE 68801
DESCRIPTION: La Luc Second Subdivision

Permit Type
Subdivision Application

Subtype
Final Plat

Work Description
La Luc Second Subdivision

Applicant
Brown Surveying Services, LLC - Bryan Brown
bbrown@brownsurveyingservices.com
Mailing Address: 419 4th Street P.O. Box 116, Shelton, NE 68876
Primary Phone: (308) 216-0582
Cell Phone: (308) 216-0582

Status
Under Review

Application Date
03/31/2026

Approval Date

Issue Date

Expiration Date

Close Date

This application must be submitted a minimum of 20 calendar days prior to a planning commission meeting to be considered at that meeting.
Planning Commission meetings are typically held on the first Wednesday of the month.

PROPERTY OWNERS

REPRESENTATION	NAME	TITLE
Co-Owner	Jose O. Garcia	Co-Owner
Co-Owner	Florencia O. Garcia	Co-Owner

All owners and spouses (if applicable) will be required to sign the authorization certificate on the final plat

ADDITIONAL CONTACTS

TYPE	CONTACT
Surveyor	Brown Surveying Services, LLC - Bryan Brown Email Address: bbrown@brownsurveyingservices.com Mailing Address: 419 4th Street P.O. Box 116, Shelton, NE 68876 Primary Phone: (308) 216-0582 Cell Phone: (308) 216-0582

APPLICATION INFORMATION

Surveyor/Engineer

Brown Surveying Services, LLC - Bryan Brown
bbrown@brownsurveyingservices.com
Mailing Address: 419 4th Street P.O. Box 116, Shelton, NE 68876
Primary Phone: (308) 216-0582
Cell Phone: (308) 216-0582

Search for a Surveyor/Engineer. If the Surveyor/Engineer is not listed, please have them register on the Grand Island online portal (www.citizenserve.com/grandisland) before submitting this permit

Location

Number of Lots
2

Number of Acres
1.75

Current Zoning
B2 General Business Zone

SUBMITTAL DOCUMENTS

AutoCAD file
ACAD-LA LUC SUB-Model-MODEL.dwg

Subdivision Plat
026-015 La Luc 2nd Final Plat.pdf

Closure Sheet
026-015 Closure Report.pdf

Utilities Sheet
026-015 La Luc Utility Sheet.pdf

Include all utility services, easements, and structures on property

Additional Attachments
200802122 SWD.pdf
5744.pdf

ACKNOWLEDGEMENT

As the applicant for this subdivision I do hereby certify that I have provided complete information regarding the ownership of the property included in this application

Signature

INTERNAL ONLY

Hall County Payments: use the **Payment Type = Other** and **Notes = COUNTY**

FEES

FEE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Misc Fee	Submitted as an Admin should be a Final - creating a new lot	510.00	$1.00	$510.00
			Plan Check Fees	$0.00
			Permit Fees	$510.00
			Total Fees	$510.00

PAYMENTS

DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT
04/14/2026	Check	Check # 1078	La Luc 2nd Sub - Check #1078	1275	Brown Surveying Services, LLC - Bryan Brown	$70.00
04/15/2026	Check	1081	Balance due to selecting the incorrect Sub Type Check #1081	1285	Brown Surveying Services, LLC - Bryan Brown	$440.00
					Amount Paid	$510.00
					Balance Due	$0.00

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

LA LUC SECOND SUBDIVISION

Lots 1 and 2 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, JOSE O. GARCIA and FLORENCIA O. GARCIA, husband and wife, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

> A TRACT OF LAND CONSISTING OF ALL OF LOT ONE (1), LA LUC SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.
> SAID TRACT CONTAINS 76016 SQUARE FEET OR 1.75 ACRES, MORE OR LESS.

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

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

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

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

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

4. **Storm Drainage**. The Subdivider is using City of Grand Island Post

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

The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

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

6. **Landscaping.** The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island, and plans as approved with the issuance of a building permit.

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

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

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

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

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

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

Dated _____, 2026.

JOSE O. GARCIA, Subdivider

By:_____

FLORENCIA O. GARCIA, Subdivider

By:_____

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

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

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

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

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____
Jill Granere, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

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

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

R E S O L U T I O N 2026-128

WHEREAS know all men by these presents, that Jose O. Garcia and Florencia O. Garcia, the owners of the land, described hereon, have caused same to be surveyed, subdivided, platted and designated as "LA LUC SECOND SUBDIVISION", a tract of land consisting of all of Lot One (1), La Luc Subdivision in the Grand Island, Hall County, Nebraska.

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 26, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 6.h.

Subject: #2026-129 - Approving Ross Third Subdivision Final Plat and Subdivision Agreement for Ross Third Subdivision.

Staff Contact: Chad Nabity, AICP

BACKGROUND: The site is 1.48 acres located south of Capital Ave and west of Independence Ave in Grand Island. This will create 2 lots.

DISCUSSION: The final plat consists of 2 lots, both fronting onto Capital Ave. The property is zoned LLR Large Lot Residential Zone. The minimum lot size in the LLR zoning district is 20,000 square feet.

This item was considered with the consent agenda at the May 6, 2026, Planning Commission meeting. The following is from the minutes of that meeting:

A motion was made by Avery and seconded by Barnes to approve all items on the consent agenda.

The motion was carried with 10 members voting in favor (O'Neill, Ruge, Rainforth, Monter, Avery, Goplin, Ostermeier, Barnes, Nelson and Doane), with no members voting no and no members abstaining and two members absent (Simmerman and Robb).

FISCAL IMPACT: No fiscal impact.

ALTERNATIVES: Approve as presented.
Deny the plat as presented.

RECOMMENDATION: Approve as presented.

SAMPLE MOTION: Move to approve as presented and authorize the Mayor to sign.

ATTACHMENTS:
1. Ross 3rd Subdivision Aerial Map

2. Ross 3rd Subdivision Final Plat
3. Ross 3rd Subdivision App
4. Ross 3rd Subdivision Agreement
5. Resolution

PROPOSED SUBDIVISION
AERIAL MAP



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

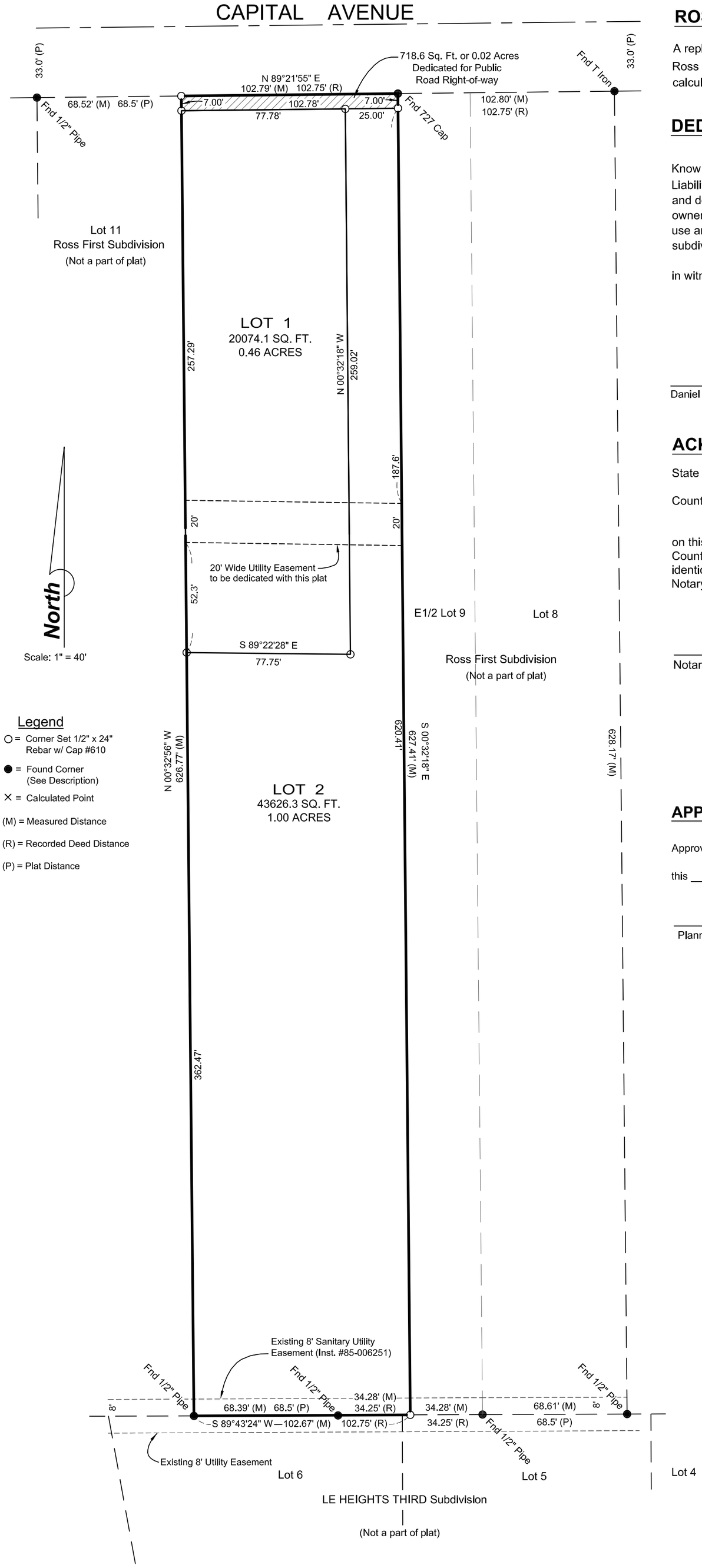
200
Feet

ROSS THIRD SUBDIVISION

IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT

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



ROSS THIRD SUBDIVISION DESCRIPTION:

A replat of the West Half (W1/2) of Lot Nine (9), and all of Lot Ten (10), in Ross First Subdivision, Grand Island, Hall County, Nebraska, containing a calculated area of 64419.0 Square Feet or 1.48 Acres more or less.

DEDICATION OF PLAT

Know all Men by these presents, Daniel J. Kennedy, Member of Dan Kennedy Construction, LLC, a Nebraska Limited Liability Company, being the owner of land described hereon, have caused the same to be surveyed, subdivided, platted and designated as the **ROSS THIRD SUBDIVISION** in the City of Grand Island, Hall County, Nebraska and said sole owners hereby ratify and approve the deposition of their property as shown on the above plat, and hereby dedicate for the use and benefit of the public, the streets and utility easements (if any) as shown upon said plat, and acknowledge said subdivision to be made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

in witness thereof I have affixed my signature hereto at _____, Nebraska on, _____, 20___

_____
Daniel J. Kennedy, Member of Dan Kennedy Construction, LLC

ACKNOWLEDGMENT

State of Nebraska)
) SS
County of _____)

Acknowledgment of Notary

on this _____ Day of _____, 20____ before me, a Notary Public in and for said County and State, cameDaniel J. Kennedy, Member of Dan Kennedy Construction, LLC, to me personally known to be the same identical persons, acknowledged the execution of the same in testimony thereof, I have hereunto set my hand and affixed my Notary Seal the Day and Year above written.

_____
Notary Public

_____
My Comm. Expires:

APPROVAL

Approved and Accepted by the City of Grand Island, Nebraska,

this _____, day of _____, 20____

_____
Planning Director

SURVEYOR'S CERTIFICATE

I hereby certify that this _____, 20____, I completed an accurate survey of **ROSS THIRD SUBDIVISION**, in the City of Grand Island, County of Hall, Nebraska, as shown on the accompanying plat thereof; that iron markers, except where indicated were found and placed at all property corners, the dimensions of the property are shown on the plat, and that the Subdivision Survey was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly Professional Land Surveyor under the laws of the State of Nebraska.

_____
Jamie L. Blodgett
License Number 610
N-Line Land Surveying
P.O. Box 173
Central City, NE
1-308-946-3601

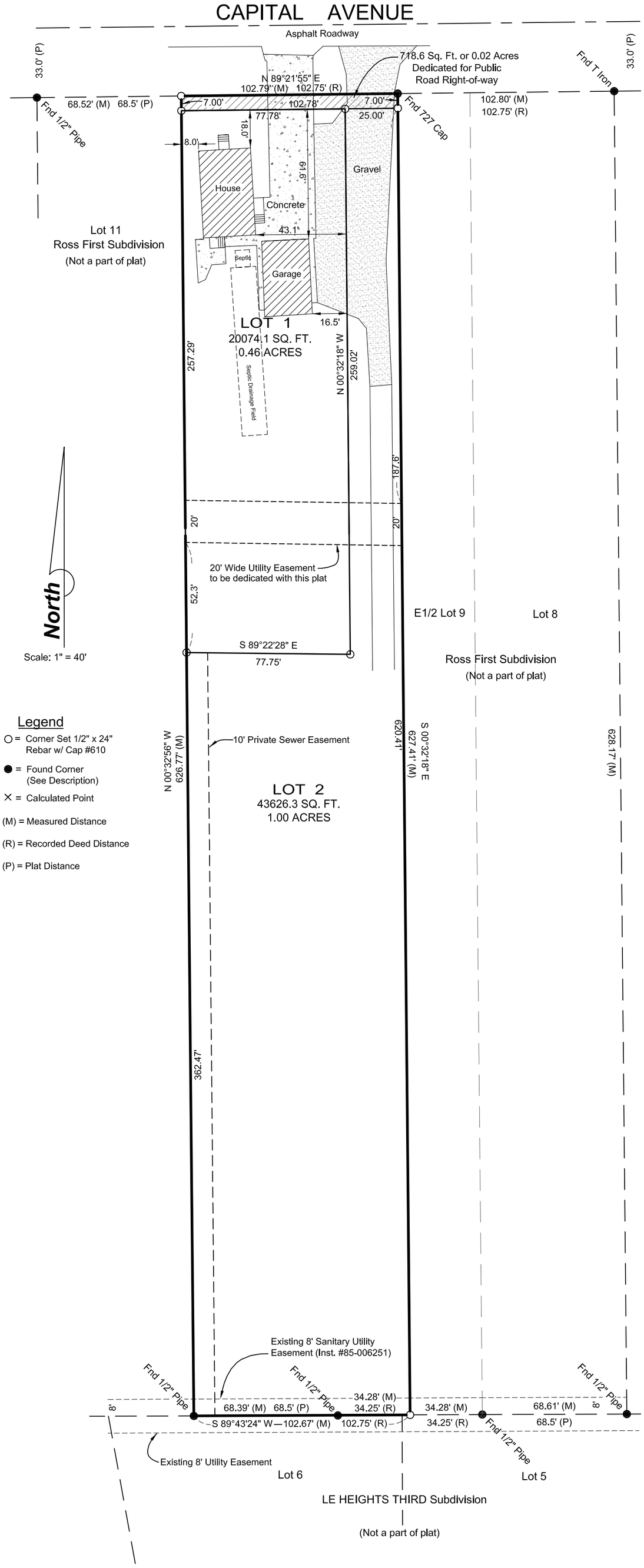
DATE OF SURVEY 2/16/2026 JOB NUMBER 26010

ROSS THIRD SUBDIVISION

IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT

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



ROSS THIRD SUBDIVISION DESCRIPTION:

A replat of the West Half (W1/2) of Lot Nine (9), and all of Lot Ten (10), in Ross First Subdivision, Grand Island, Hall County, Nebraska, containing a calculated area of 64419.0 Square Feet or 1.48 Acres more or less.

DEDICATION OF PLAT

Know all Men by these presents, Daniel J. Kennedy, Member of Dan Kennedy Construction, LLC, a Nebraska Limited Liability Company, being the owner of land described hereon, have caused the same to be surveyed, subdivided, platted and designated as the **ROSS THIRD SUBDIVISION** in the City of Grand Island, Hall County, Nebraska and said sole owners hereby ratify and approve the deposition of their property as shown on the above plat, and hereby dedicate for the use and benefit of the public, the streets and utility easements (if any) as shown upon said plat, and acknowledge said subdivision to be made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

in witness thereof I have affixed my signature hereto at _____, Nebraska on, _____, 20___

_____
Daniel J. Kennedy, Member of Dan Kennedy Construction, LLC

ACKNOWLEDGMENT

State of Nebraska)
) SS
County of _____)

Acknowledgment of Notary

on this _____ Day of _____, 20____ before me, a Notary Public in and for said County and State, cameDaniel J. Kennedy, Member of Dan Kennedy Construction, LLC, to me personally known to be the same identical persons, acknowledged the execution of the same in testimony thereof, I have hereunto set my hand and affixed my Notary Seal the Day and Year above written.

_____
Notary Public

_____
My Comm. Expires:

APPROVAL

Approved and Accepted by the City of Grand Island, Nebraska,

this _____, day of _____, 20____

_____
Planning Director

SURVEYOR'S CERTIFICATE

I hereby certify that this _____, 20____, I completed an accurate survey of **ROSS THIRD SUBDIVISION**, in the City of Grand Island, County of Hall, Nebraska, as shown on the accompanying plat thereof; that iron markers, except where indicated were found and placed at all property corners, the dimensions of the property are shown on the plat, and that the Subdivision Survey was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly Professional Land Surveyor under the laws of the State of Nebraska.

_____
Jamie L. Blodgett
License Number 610
N-Line Land Surveying
P.O. Box 173
Central City, NE
1-308-946-3601

DATE OF SURVEY 2/16/2026 JOB NUMBER 26010

CITY OF GRAND ISLAND

100 East First Street Grand Island, NE 68801

FILE #: 26-001513
PERMIT #: SUB26-000010
ADDRESS: 4239 CAPITAL AVE W, Grand Island, NE 68803
DESCRIPTION: Ross Third Subdivsion

Permit Type
Subdivision Application

Subtype
Final Plat

Work Description
Ross Third Subdivsion

Applicant
N-Line Land Surveying - Jamie Blodgett
n_linelandsurveying@yahoo.com
Mailing Address: P.O. Box 173 Central City, 68826, NE 68826
Primary Phone: (308) 946-3601
Cell Phone: (308) 940-1980

Status
Under Review

Application Date
04/08/2026

Approval Date

Issue Date

Expiration Date

Close Date

This application must be submitted a minimum of 20 calendar days prior to a planning commission meeting to be considered at that meeting.
Planning Commission meetings are typically held on the first Wednesday of the month.

PROPERTY OWNERS

REPRESENTATION	NAME	TITLE
Owner	Dan Kennedy	Member

All owners and spouses (if applicable) will be required to sign the authorization certificate on the final plat

ADDITIONAL CONTACTS

TYPE	CONTACT
Surveyor	N-Line Land Surveying - Jamie Blodgett Email Address: n_linelandsurveying@yahoo.com Mailing Address: P.O. Box 173 Central City, 68826, NE 68826 Primary Phone: (308) 946-3601 Cell Phone: (308) 940-1980
Owner	Dan Kennedy Email Address: dkconst@kdsi.net Home Address: 4040 cannon rd , GRAND ISLAND, NE 68803 Primary Phone: (308) 390-9881 Home Phone: (308) 390-9881

	Cell Phone: (308) 390-9881 Work Phone: (308) 390-9881

APPLICATION INFORMATION

Surveyor/Engineer

N-Line Land Surveying - Jamie Blodgett
n_linelandsurveying@yahoo.com
Mailing Address: P.O. Box 173 Central City, 68826, NE 68826
Primary Phone: (308) 946-3601
Cell Phone: (308) 940-1980

Search for a Surveyor/Engineer. If the Surveyor/Engineer is not listed, please have them register on the Grand Island online portal (www.citizenserve.com/grandisland) before submitting this permit

Location

Grand Island City Limits or ETJ

Number of Lots

2

Number of Acres

1.46

Current Zoning

LLR

SUBMITTAL DOCUMENTS

AutoCAD file

Ross3rdSub.dwg

Subdivision Plat

26010_Ross3rdSub.pdf

Closure Sheet

26010_ClosureSheet.pdf

Utilities Sheet

85006251.pdf

Include all utility services, easements, and structures on property

Additional Attachments

26010_Ross3rdSub_Improvements.pdf

ACKNOWLEDGEMENT

As the applicant for this subdivision I do hereby certify that I have provided complete information regarding the ownership of the property included in this application

Signature

INTERNAL ONLY

Hall County Payments: use the **Payment Type = Other** and **Notes = COUNTY**

MEETING DATE	SELECT TYPE
05/06/2026	Planning Commission
05/26/2026	City Council

FEES

FEE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Final Application Fee				$510.00
			Plan Check Fees	$0.00
			Permit Fees	$510.00
			Total Fees	$510.00

PAYMENTS

DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT
04/16/2026	Check	Check # 8016	Check #8016	1303	DAN KENNEDY CONSTRUCTION	$510.00
					Amount Paid	$510.00
					Balance Due	$0.00

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

ROSS THIRD SUBDIVISION

Lots 1 and 2 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, DAN KENNEDY CONSTRUCTION, L.L.C. a Nebraska Limited Liability Company, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

> A replat of the West Half (W1/2) of Lot Nine (9), and all f Lot Ten (10), In Ross First Subdivision, Grand Island, Hall County, Nebraska.;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as ROSS THIRD SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by

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

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

2. **Water**. Public water supply is available to the subdivision, and all new structures requiring service shall be connected to such water supply. The Subdivider waives the right to protest the creation, expansion, modification, or correction of any future water district within or abutting the subdivision.

3. **Sanitary Sewer**. Public sanitary sewer is available to the subdivision, and all new structures requiring service shall be connected to such sanitary sewer supply. The Subdivider waives the right to protest the creation, expansion, modification, or correction of any future sanitary sewer district within or abutting the subdivision. Subdivider shall provide a private easement for a sanitary sewer across lot 2 for lot 1. No private connections are permitted into the 18 inch sewer main located in Capital Avenue.

4. **Storm Drainage**. The Subdivider is using City of Grand Island Post Construction Credits as they were available at the time of this subdivision to meet water quality

requirements. Any redevelopment of this area may require additional credits, additional drainage provisions and compliance with the current code at the time of redevelopment.

The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

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

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

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

plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

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

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

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

Dated _____, 2026.

DAN KENNEDY CONSTRUCTION,
L.L.C., A NEBRASKA LIMITED
LIABILITY COMPANY, Subdivider

By: _____

Daniel J. Kennedy, Member

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Daniel J. Kennedy, Member of Dan Kennedy Construction, L.L.C., a Nebraska Limited Liability Company, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Dan Kennedy Construction, L.L.C.

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____
Jill Granere, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

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

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

R E S O L U T I O N 2026-129

WHEREAS know all men by these presents, that Daniel J. Kennedy, member of Dan Kennedy Construction, LLC, a Nebraska Limited Liability Company, being the owner of the land, described hereon, have caused same to be surveyed, subdivided, platted and designated as "ROSS THIRD SUBDIVISION", a replat of the West Half (W ½) of Lot Nine (9), and all of Lot Ten (10), in Ross First Subdivision, Grand Island, Hall County, Nebraska.

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

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

WHEREAS, the minimum lot width in the Large Lot Residential Zoning District is 100 feet and the property is only 99 feet wide and was platted prior to the minimum lot width requirements.

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

BE IT FURTHER RESOLVED that the final plat of ROSS THIRD SUBDIVISION, as made out, acknowledged, and certified, is hereby approved with an exception to the minimum lot width by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 26, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 6.i.

Subject: #2026-130 - Approving Shearer Subdivision Final Plat and Subdivision Agreement for Shearer Subdivision

Staff Contact: Chad Nabity, AICP

BACKGROUND: The site is 0.91 acres located north 2nd Street and west of Ada Street in Grand Island. This will create 2 lots.

DISCUSSION: The final plat consists of 2 lots, both fronting onto 2nd Street. The property is zoned M2 Heavy Manufacturing Zone. The M2 zoning district requires a minimum of 6000 square feet per lot. The plat meets the requirements for approval.

This item was considered with the consent agenda at the May 6, 2026, Planning Commission meeting. The following is from the minutes of that meeting:

A motion was made by Avery and seconded by Barnes to approve all items on the consent agenda.

The motion was carried with 10 members voting in favor (O'Neill, Ruge, Rainforth, Monter, Avery, Goplin, Ostermeier, Barnes, Nelson and Doane), with no members voting no and no members abstaining and two members absent (Simmerman and Robb).

FISCAL IMPACT: No fiscal impact.

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

RECOMMENDATION: Approve the plat as submitted.

SAMPLE MOTION: Move to approve of the plat and subdivision agreement and authorize the Mayor to sign.

ATTACHMENTS:

1. Shearer Subdivision Aerial Map
2. Shearer Subdivision Plat
3. Shearer Subdivision App
4. Shearer Subdivision Agreement
5. Resolution

PROPOSED SUBDIVISION
AERIAL MAP



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

200
Feet

SHEARER SUBDIVISION

IN THE CITY OF GRAND ISLAND, NEBRASKA



LEGAL DESCRIPTION:

A TRACT OF LAND COMPRISING ALL OF LOT ONE (1), BUSBOOM SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 0.91 ACRES MORE OR LESS, HEREAFTER KNOWN AS SHEARER SUBDIVISION.

APPROVALS:

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

THIS_____ DAY OF _____, 2026.

_____
CHAIRMAN

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA.

THIS_____ DAY OF _____, 2026.

_____ _____
MAYOR CITY CLERK

SURVEYOR'S CERTIFICATE:

I CERTIFY THAT ON _____, 2026, I COMPLETED AN ACCURATE SURVEY (MADE BY ME OR UNDER MY SUPERVISION) OF "SHEARER SUBDIVISION" A SUBDIVISION LOCATED IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT THE LOTS, BLOCKS, STREETS, AVENUES, ALLEYS, PARKS, COMMONS AND OTHER GROUNDS AS CONTAINED IN SAID SUBDIVISION AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, ARE WELL AND ACCURATELY STAKED OFF AND MARKED; THAT A 1/2"x24" REBAR WITH AN AFFIXED BLUE CAP, STAMPED GRUMMERT, PLS-783, WERE PLACED AT ALL CORNERS AS SHOWN ON THE PLAT; THAT EACH LOT BEARS ITS OWN NUMBER; AND THAT SAID SURVEY WAS MADE IN REFERENCE TO KNOWN AND RECORDED MONUMENTS.

_____
JOSHUA E. GRUMMERT, PLS-783

SEAL

GRUMMERT PROFESSIONAL SERVICES, LLC
PO BOX 37, KENESAW NE, 68956
PHONE-402-879-5701 EMAIL- jmgrummert@yahoo.com
WEBSITE- www.grummertsurveying.com

G.P.S.PROJECT # 017-2026

HALL COUNTY REGISTER OF DEEDS

DEDICATION:

KNOWN ALL MEN BY THESE PRESENTS, THAT SHEARER RENTALS, L.L.C., A NEBRASKA LIMITED LIABITLY COMPANY, BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED, AND DESIGNATED AS SHEARER SUBDIVISION, A SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AS SHOWN ON THE ACCOMPANING PLAT THEREOF, AND DO HEREBY DEDICATE ANY STREETS OR EASEMENTS AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER, AND ANY OTHER EASEMENTS IF ANY FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE OF PUBLIC SERVICE UTILITIES FOREVER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO, AND HEREBY PROHIBIT THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING ANY OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS, AND THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION, HEREON AS APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE (BRADLEY W. SHEARER, MANAGING MEMBER OF SHEARER RENTALS LLC, AT GRAND ISLAND, NEBRASKA) THIS _____ DAY OF _____, 2026.

_____
BRADLEY W. SHEARER
MANAGING MEMBER OF SHEARER RENTALS, LLC

ACKNOWLEDGEMENT:

STATE OF NEBRASKA }
} SS
COUNTY OF HALL }

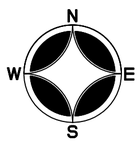
ON THE _____ DAY OF _____, 20___, BEFORE ME, _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY,

PERSONALLY BRADLEY W. SHEARER TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURES ARE AFFIXED HERETO, AND THEY DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

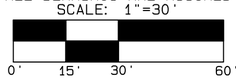
IN WITNESS WHEREOF, I HAVE HEREUTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____, 20_____.

_____
NOTARY PUBLIC (SEAL)



ALL BEARINGS ARE ASSUMED
SCALE: 1"=30'



LEGEND :

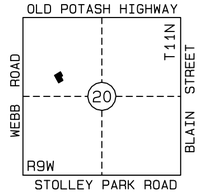
D-DEED DISTANCE
M-MEASURED DISTANCE
R-RECORD DISTANCE
G-GOVERNMENT DISTANCE
P-PLATTED DISTANCE

FOUND CORNER

CALCULATED POINT

SET 1/2" X 24" REBAR WITH BLUE LS-783 CAP UNLESS NOTED OTHERWISE

VICINITY SKETCH
NOT TO SCALE



CITY OF GRAND ISLAND

100 East First Street Grand Island, NE 68801

FILE #: 26-001618
PERMIT #: SUB26-000013
ADDRESS: 3100 2ND ST W, Grand Island, NE 68803
DESCRIPTION: Shearer Subdivision

Permit Type: Subdivision Application	Application Date: 04/15/2026
Subtype: Final Plat	Approval Date:
Work Description: Shearer Subdivision	Issue Date:
Applicant:	Expiration Date:
Status: Under Review	Close Date:

This application must be submitted a minimum of 20 calendar days prior to a planning commission meeting to be considered at that meeting.
Planning Commission meetings are typically held on the first Wednesday of the month.

PROPERTY OWNERS

All owners and spouses (if applicable) will be required to sign the authorization certificate on the final plat

ADDITIONAL CONTACTS

TYPE	CONTACT
Surveyor	Grummert Professional Services, LLC - Joshua Grummert Email Address: jmgrummert@yahoo.com Mailing Address: PO Box 37 , Kenesaw, NE 68956 Primary Phone: (402) 879-5701

APPLICATION INFORMATION

Surveyor/Engineer

Grummert Professional Services, LLC - Joshua Grummert
jmgrummert@yahoo.com
Mailing Address: PO Box 37 , Kenesaw, NE 68956
Primary Phone: (402) 879-5701

Search for a Surveyor/Engineer. If the Surveyor/Engineer is not listed, please have them register on the Grand Island online portal (www.citizenserve.com/grandisland) before submitting this permit

Location

Grand Island City Limits or ETJ

Number of Lots
2

Number of Acres
0.91

Current Zoning
M2

SUBMITTAL DOCUMENTS

AutoCAD file
017-2026.dwg

Subdivision Plat
017-2026.pdf

Closure Sheet
017-2026 _closure report.pdf

Utilities Sheet
017-2026_FEATURES.pdf

Include all utility services, easements, and structures on property

Additional Attachments

ACKNOWLEDGEMENT

As the applicant for this subdivision I do hereby certify that I have provided complete information regarding the ownership of the property included in this application

Signature

INTERNAL ONLY

Hall County Payments: use the **Payment Type = Other** and **Notes = COUNTY**

MEETING DATE	SELECT TYPE
05/06/2026	Planning Commission

FEES

FEE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Final Application Fee				$510.00
			Plan Check Fees	$0.00
			Permit Fees	$510.00
			Total Fees	$510.00

PAYMENTS

DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT
04/15/2026	Check	3125	Fast Track Buildings & Construction LLC check # 3125	1288		$510.00
					Amount Paid	$510.00
					Balance Due	$0.00

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

SHEARER SUBDIVISION

Lots 1 and 2 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, SHEARER RENTALS, L.L.C., a Nebraska Limited Liability Company, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

> A TRACT OF LAND COMPRISING ALL OF LOT ONE (1), BUSBOOM SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 0.91 ACRES MORE OR LESS. HEREAFTER KNOWN AS SHEARER SUBDIVISION;

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

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

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

2. **Water**. Public water supply is available to the subdivision, and all new structures requiring service shall be connected to such water supply. The Subdivider waives the right to protest the creation, expansion, modification, or correction of any future water district within or abutting the subdivision.

3. **Sanitary Sewer**. Public sanitary sewer is available to the subdivision, and all new structures requiring service shall be connected to such sanitary sewer supply. The Subdivider waives the right to protest the creation, expansion, modification, or correction of any future sanitary sewer district within or abutting the subdivision.

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

provisions and compliance with the current code at the time of redevelopment.

The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** Immediate sidewalk construction adjacent to 2nd Street shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by the City Council. In the event a Street Improvement District is created to pave any public street in the subdivision, the Subdivider agrees to install public sidewalks within one year of the completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy.

6. **Landscaping.** The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island, and plans as approved with the issuance of a building permit.

7. Annexation. The Subdivider agrees to waive the right to protest the annexation of the subdivision into the City of Grand Island.

8. **Separation of Utilities.** The Subdivider agrees that they are separating existing buildings onto separate lots and will provide to the City with this agreement proof that each lot is served by separate sewer, water and/or electrical services. The Subdivider shall be responsible for all permits and inspections required for such separation. Further the Subdivider shall be responsible for providing and filing any private easements for sewer or water service lines that may cross from one lot onto the other.

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

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

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

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

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

Dated _____, 2026.

SHEARER RENTALS, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, Subdivider

By: _____
Bradley W. Shearer, Managing Member

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bradley W. Shearer, Managing Member of Shearer Rentals, L.L.C., a Nebraska Limited Liability Company, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Shearer Rentals, L.L.C.

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____

Jill Granere, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

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

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

R E S O L U T I O N 2026-130

WHEREAS know all men by these presents, that Shearer Rentals, LLC A Nebraska Limited Liability Company being the owner of the land, described hereon, have caused same to be surveyed, subdivided, platted and designated as "SHEARER SUBDIVISION", a tract of land comprising all of Lot One (1), Busboom Second Subdivision replat in the City of Grand Island, Hall County, Nebraska, Containing 0.91 acres more or less, Hereafter knows as Shearer Subdivision.

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 26, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 6.j.

Subject: #2026-131 - Approving the purchase of nine (9) APX8500 P25 Compliant in car radios from Motorola Solutions for the Police Department's new 2026 patrol fleet vehicles upfit.

Staff Contact: Police Chief Kevin Denney

BACKGROUND:

The City has approved the budget authority for the purchase of nine (9) APX8500 P25 compliant all band car radios as part of the up fit for the new 2026 patrol vehicles.

DISCUSSION:

The Grand Island Police Department previously changed over to the Motorola APX 8500 P25 compliant in car radio units from a previous version, for increased secure and inter-agency communications. The additional nine (9) radios will be installed in the new 2026 patrol vehicles as part of their up fit equipment.

The new radios can be purchased by Motorola Solutions direct, under State contract 16054 OC, meeting all statutory bid requirements.

FISCAL IMPACT:

The Grand Island Police Department has been approved the budget authority to purchase nine (9) APX8500 P25 compliant all band in car radios for a total cost of $82,858.41 as part of Capital Expenditures - Vehicle (41022301-85625).

ALTERNATIVES:

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

The Council may:

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

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

RECOMMENDATION:

City Administration recommends that the Council approve the purchase of nine (9) APX8500 P25 compliant all band in car radios from Motorola Solutions for $82,858.41.

SAMPLE MOTION:

Move to approve the purchase of nine (9) APX8500 P25 compliant all band in car radios from Motorola Solutions.

ATTACHMENTS:

1. State Contract for Radios Award
2. Quote
3. Resolution

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STATE OF NEBRASKA CONTRACT AWARD

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

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

PAGE	ORDER DATE
1 of 1	09/17/24
BUSINESS UNIT	BUYER
9000	MATTHEW CADDY (AS)

VENDOR NUMBER: 502529

VENDOR ADDRESS:

MOTOROLA SOLUTIONS INC
500 W MONROE STREET
CHICAGO IL 60661

CONTRACT NUMBER
16054 OC

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

SEPTEMBER 24, 2024 THROUGH DECEMBER 31, 2026

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

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

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

Contract to supply and deliver Public Safety Communications Products, Services and Solutions to the State of Nebraska.

Awarded from State of Washington Master Agreement No. 00318 on behalf of NASPO ValuePoint, effective January 1, 2022.

NASPO ValuePoint's webpage for Motorola's Master Agreement: https://www.naspovaluepoint.org/portfolio/public-safety-communications-products-services-and-solutions/motorola-solutions/

Vendor Point of Contact
Name: Andrew Chyterbok
Phone: 360-409-3223
E-Mail: Andrew.Chyterbok@motorolasolutions.com

(MC, 9/17/2024)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES & SOLUTIONS	1,000,000.0000	$	1.0000

DS

DocuSigned by:
Matthew Caddy 9/24/2024
2D3462CD71A9444...
BUYER

DocuSigned by:
9/25/2024
D5D6C0E236ED496...
MATERIEL ADMINISTRATOR

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NASPO ValuePoint

PARTICIPATING ADDENDUM 16054 OC

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICE AND SOLUTIONS

Led by the State of **Washington**

Master Agreement #: 00318

Vendor: **Motorola Solutions, Inc.**

Participating Entity: **STATE OF NEBRASKA**

The following products or services are included in this contract portfolio:

Motorola Solutions, Inc. has been awarded the following categories/sub-category/solutions. Detail regarding available services, warranty, software options along with products and pricing are available on the NASPO ValuePoint webpage.

1.1 Radio: Single-Band Portable Radio (P25)
1.2 Radio: Single-Band Mobile Radio (P25)
1.3 Radio: Single-Band Desktop Radio (P25)
1.4 Radio: Multi-Band Portable Radio (P25)
1.5 Radio: Multi-Band Mobile Radio (P25)
1.6 Radio: Multi-Band Desktop Radio (P25)
1.7 Radio: Base Station/Repeater (P25)
2.1 Radio: Conventional Analog Portable (Non-P25)
2.2 Radio: Conventional Analog Mobile (Non-P25)
2.3 Radio: Conventional Analog Desktop (Non-P25)
2.4 Radio: Conventional Analogy Base Station/Repeater (Non-P25)
4 Dispatch Consoles
Radio Solution

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Public Safety Communications Products, Services and Solutions* led by the State of Washington for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *Nebraska*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Vendor

Name:	Andrew Chyterbok
Address:	500 W Monroe Street, Ste 4400, Chicago, IL 60661-3781
Telephone:	(360) 409-3223
Email:	andrew.chyterbok@motorolasolutions.com

Participating Entity

Name:	Matthew Caddy
Address:	1526 K Street, Ste. 130
Telephone:	402-471-1428
Email:	Matthew.Caddy@nebraska.gov

4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

[___] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

*REFER TO **EXHIBIT 1** FOR MODIFICATIONS AND/OR ADDITIONS*

5. Subcontractors: All vendors, dealers, and resellers authorized in the State of *Nebraska*, as shown on the dedicated Vendor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The vendor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and

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governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Vendor:
Signature: DocuSigned by: D5D6C0E236ED496...	Signature: Signed by: 75F6346A422D48E...
Name: Michelle Potts	Name: Brian Flynn
Title: Materiel Administrator	Title: Area Sales Manager
Date: 9/25/2024	Date: 9/19/2024

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Exhibit 1

I. State of Nebraska Terms and Conditions

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting Participating Addendum will be posted to a public website managed by DAS, which can be found at http://statecontracts.nebraska.gov.

A. GENERAL

The Participating Addendum shall incorporate the following documents:

1. Participating Addendum
2. Lead Entity Master Agreement/Contract and all associated documents
3. Amendments/Addendums.

These documents constitute the entirety of the Participating Addendum.

Any ambiguity or conflict in the Participating Addendum discovered after execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established by the State of Nebraska.

B. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

C. DISCOUNTS

Prices quoted shall be inclusive of ALL available trade discounts.

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D. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the Vendor, F.O.B. destination. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

The State will be given full proportionate benefit of any decreases for the term of the contract.

E. AMENDMENTS

This Participating Addendum may be amended in writing, within scope, upon the agreement of both parties.

F. SUBSEQUENT AMENDMENTS

The Vendor and the State of Nebraska agree that any amendments executed by the Vendor and the Lead State subsequent to the execution of this Participating Addendum ("Subsequent Amendments") are not agreed to by the State of Nebraska until the State of Nebraska agrees in writing. The Vendor shall not be required to sign or provide written consent for the State to execute or incorporate any Subsequent Amendments.

G. BEGINNING OF WORK & SUSPENSION OF SERVICES

The Vendor shall not commence any billable work until a valid contract or other applicable binding document has been fully executed by the State and the successful Vendor; or a purchase order has been issued by the State. The Vendor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

H. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or participating addendum specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such request or notice..

I. NOTICE OF POTENTIAL VENDOR BREACH

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed

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cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the Vendor's point of contact with acknowledgement from the Vendor, 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 default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies and protections.

K. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

1. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

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N. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

Q. FORCE MAJEURE

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

S. EARLY TERMINATION

The contract may be terminated as follows:

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1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.

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

3. The State may terminate the contract, in whole or in part, immediately for the following reasons:

   a. if directed to do so by statute,
   b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
   c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,
   d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,
   e. an involuntary proceeding has been commenced by any Party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
   f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
   g. Vendor intentionally discloses confidential information,
   h. Vendor has or announces it will discontinue support of the deliverable; and,
   i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

Upon contract closeout for any reason the Vendor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data, unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,

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7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

U. PROHIBITED PRODUCTS

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

V. AMERICANS WITH DISABILITIES ACT

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

II. VENDOR DUTIES

A. INDEPENDENT VENDOR / OBLIGATIONS

It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor's representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Vendor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed

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by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

Vendor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C. EMPLOYEE WORK ELIGIBILITY STATUS

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

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D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this participating addendum.

E. COOPERATION WITH OTHER VENDORS

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on same or different projects.

F. INSURANCE REQUIREMENTS

The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor must, throughout the term of the contract, either:

1. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Vendor has verified that each subcontractor has the required coverage; or,
2. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Vendor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within three (3) years of termination or expiration of the contract, the Vendor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and three (3) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Vendor elects to increase the mandatory deductible amount, the Vendor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

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The Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State.** The amounts of such insurance shall be the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Vendor, and the amounts of such insurance shall be the limits stated hereinafter.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
Each Occurrence & General Aggregate	$5,000,000
Products/Completed Operations Aggregate	$5,000,000
Personal/Advertising Injury	$5,000,000 per occurrence
Bodily Injury/Property Damage	$5,000,000 per occurrence
Medical Payments	$10,000 any one person
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Each Occurrence Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Each Accident Bodily Injury/Property Damage	$5,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included

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CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$5,000,000 per claim & annual aggregate

3. EVIDENCE OF COVERAGE

The Vendor shall furnish a certificate of insurance coverage, complying with the above requirements prior to beginning work, via email to the state's Primary Contact listed on this Participating Addendum.

These certificates shall reference the contract number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Vendor to maintain such insurance, then the Vendor shall be responsible for all reasonable costs properly attributable thereto.

Thirty (30) day notice of cancellation on the Commercial General Liability, Automobile Liability, and Workers' Compensation policies must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Vendor.

G. CONFLICT OF INTEREST

By signing, Vendor certifies that no relationship exists between the Vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this participating addendum.

Vendor further certifies that Vendor will not employ any individual known by Vendor to have a conflict of interest nor shall Vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, Vendor shall provide a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject.

H. SITE RULES AND REGULATIONS

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

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I. ADVERTISING

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State

J. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection II.J.3 (below) and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

K. DRUG POLICY

Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

L. ADMINISTRATIVE FEE/REBATE

The Vendor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to one-quarter of one percent (0.25% or 0.0025) the net sales (net of any returns, credits, or adjustments) under this Addendum for the period. Payments shall be made in accordance with following schedule:

Period End	**Fee Due**
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

M. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION

All administrative fees/rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services

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1526 K Street, Suite 240
Lincoln, NE 68508

N. REPORTS

The Vendor agrees to provide a utilization report, reflecting new sales to the State during the requested period, less any credits. The report will be provided in secure electronic Excel format and submitted electronically to the State as listed below.

The Vendor shall provide to the State of Nebraska, via email to the state's Primary Contact listed on this Participating Addendum, the reports containing at a minimum the following information pertaining to State of Nebraska agencies, boards, commissions, and political subdivisions utilization:

State of Nebraska Contract Number
Ordering Entity
Purchase order number,
Description,
Quantity; and
Price.

O. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this participating addendum. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. INVOICES

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.

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D. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Vendor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Nonnegotiable)

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (Nonnegotiable)

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Vendor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

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The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

MOTOROLA SOLUTIONS







GRAND ISLAND POLICE

9 - APX8500

05/12/2026

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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05/12/2026

GRAND ISLAND POLICE
CITY OF GRAND ISLAND
PO BOX 1968
GRAND ISLAND, NE 68802

RE: Motorola Quote for 9 - APX8500

Dear JASON WOOD,

Motorola Solutions is pleased to present GRAND ISLAND POLICE with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide GRAND ISLAND POLICE with the best products and services available in the communications industry. Please direct any questions to Mike Hoffman at mikeh@pvcneb.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Mike Hoffman

Motorola Solutions Manufacturer's Representative

Billing Address:
GRAND ISLAND POLICE DEPARTMENT
CITY OF GRAND ISLAND
PO BOX 1968
GRAND ISLAND, NE 68802
US

Quote Date:05/12/2026
Expiration Date:07/11/2026
Quote Created By:
Mike Hoffman
mikeh@pvcneb.com

End Customer:
GRAND ISLAND POLICE
JASON WOOD
jwood@gipolice.gov
3083855200

Contract: 32517 - NEBRASKA ADMIN SERVICES CONTRACT #111563 O4

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE	9	$6,558.00	$4,590.60	$41,315.40
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	9	$6.42	$4.49	$40.41
1b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	9	$480.00	$480.00	$4,320.00
1c	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	9	$118.00	$82.60	$743.40
1d	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	9	$118.00	$82.60	$743.40
1e	G67DD	ADD: REMOTE MOUNT 02 MP	9	$350.00	$245.00	$2,205.00
1f	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	9	$112.00	$78.40	$705.60
1g	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	9	$1,766.00	$1,236.20	$11,125.80
1h	G142AD	ADD: NO SPEAKER APX	9	$0.00	$0.00	$0.00
1i	GA09001AA	ADD: WI-FI CAPABILITY	9	$353.00	$247.10	$2,223.90
1j	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	9	$871.00	$609.70	$5,487.30
1k	G843AH	ADD: AES ENCRYPTION AND ADP	9	$560.00	$392.00	$3,528.00
1l	GA00804AA	ADD: APX O2 CH (GREY)	9	$579.00	$405.30	$3,647.70

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1m	G610AC	ADD: REMOTE MOUNT CABLE 30 FT APX	9	$30.00	$21.00	$189.00
1n	G444AH	ADD: APX CONTROL HEAD SOFTWARE	9	$0.00	$0.00	$0.00
1o	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	9	$0.00	$0.00	$0.00
1p	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	9	$607.00	$424.90	$3,824.10
1q	W22BA	ADD: STD PALM MICROPHONE APX	9	$85.00	$59.50	$535.50
1r	QA09113AB	ADD: BASELINE RELEASE SW	9	$0.00	$0.00	$0.00
1s	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	9	$353.00	$247.10	$2,223.90

Grand Total $82,858.41(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Parametric Data
1a	QA01648AA	ASKHOMID = B8F

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

R E S O L U T I O N 2026-131

WHEREAS, the City approved the Grand Island Police Department's budget authority to purchase police portable radios as part of the City/County public safety radio upgrade for interoperability and better communications; and

WHEREAS, the Grand Island Police Department requests to purchase nine (9) Motorola APX 8500 P25 compliant in car radios, priced under state contract 16054(oc): and

WHEREAS, the additional radios will be upfitted into the new 2026 police patrol vehicles, and

WHEREAS, the Police Department wishes to purchase the nine (9) Motorola APX 8500 P25 compliant in car radios for a total of $82,858.41. These purchases will be funded using the approved 2026 Police Capital Vehicle funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the purchase of nine (9) in car radios from Motorola Solutions using the state contract 16054(oc), for a total cost of $82,858.41.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 26, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 6.k.

Subject: #2026-132 - Approving the purchase of a one year contract with LexisNexis Risk Solutions for the Accurint Crime Analysis Dashboard

Staff Contact: Chief Kevin Denney

BACKGROUND:

The Police Department has budget authority to enter into a one year contract with LexisNexis Risk Solutions at a cost of $9,000.

DISCUSSION: The Police Department has budget authority to enter into a one year contract with LexisNexis Risk Solutions to purchase Accurint Crime Analysis dashboard. Accurint Crime Analysis is a secure, cloud-based dashboard from LexisNexis Risk Solutions that provides law enforcement with crime mapping, pattern analysis, and reporting tools to identify crime trends. It allows agencies to visualize crime data, identify non-obvious connections between people and vehicles, and share data across jurisdictions for faster investigations.

FISCAL IMPACT: This is a one year subscription to this service at a cost of $9,000 which will be paid for out the Police Department FY26 operations budget.

ALTERNATIVES:

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

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

RECOMMENDATION: City Administration recommends that the Council approve the purchase of a one year contract with LexisNexis Risk Solutions for the Accurint Crime Analysis dashboard for $9,000.00.

SAMPLE MOTION: Move to approve the resolution authorizing the purchase of a one year contract with LexisNexis Risk Solutions for $9,000.00.

ATTACHMENTS:

1. Agreement
2. Resolution

SCHEDULE A
Accurint Crime Analysis via Accurint for Law Enforcement
(Subscription)

Customer Name:	**Grand Island Police Department**
Billgroup #:	**ACC-8589506**
LN Account Manager:	**Brian Burson**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint Crime Analysis services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all applicable LexisNexis Risk Solutions entities shall be individually and collectively referred to as "LN". Customer acknowledges that the services provided under this Schedule A are non-FCRA services.

This Schedule A governs the use of the Accurint Crime Analysis services listed herein, but not the separate use of any Accurint for Law Enforcement services.

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning June 1, 2026 (the "Term"). This Schedule A will not renew. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT CRIME ANALYSIS ("ACA") FEES
2.1 Customer shall pay to LN each 12-month period ("Year") of the Schedule A Term beginning on the effective date hereof an annual license fee of $9,000.00 ("ACA Annual License Fee") which shall be invoiced in 12 equal monthly installments of $750.00 per month, in exchange for access to and use of the Accurint Crime Analysis service. The ACA Annual License Fee shall include Web/Telephonic product training and up to five (5) database interfaces. At the end of the Initial Term and each Renewal Term, the ACA Annual License Fee will be increased 4.00%.

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **May 11, 2026**.

4. CONFIDENTIAL INFORMATION
This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Grand Island Police Department

Signed: _____

Name: _____

Job Title: _____

Date: _____

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

R E S O L U T I O N 2026-132

WHEREAS, the City approved the Grand Island Police Department's budget authority to purchase a one year contract with LexisNexis Risk Solutions; and

WHEREAS, the Grand Island Police Department requests the Accurint Crime Analysis dashboard provided by LexisNexis Risk Solutions which provides law enforcement with crime mapping, pattern analysis, and reporting tools to identify crime trends; and

WHEREAS, the dashboard allows agencies to visualize crime data, identify non-obvious connections between people and vehicles, and share data across jurisdictions for faster investigations; and

WHEREAS, the Police Department wishes to purchase Accurint Crime Analysis dashboard from LexisNexis Risk Solutions for a one-year contract of $9,000.00. These purchases will be funded using the approved FY26 Police Department Operations funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the purchase of Accurint Crime Analysis dashboard from LexisNexis Risk Solutions for a one-year contract of $9,000.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 26, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 6.I.

Subject: #2026-133 - Approving the purchase of nine (9) M500 Watchguard in car video systems with V700 Body Worn Camera from Motorola Solutions for the Police Department's new 2026 patrol fleet vehicles upfit

Staff Contact: Police Chief Kevin Denney

BACKGROUND:

The City has approved the budget authority for the purchase of nine (9) M500 Watchguard in car video systems with included V700 Body Worn Camera from Motorola Solutions for the new 2026 patrol vehicles.

DISCUSSION:

The Grand Island Police Department patrol vehicles are equipped with Watchguard M500 in car camera systems along with V700 body worn cameras from Motorola Solutions. The additional nine (9) M500 in car camera systems and included V700 BWCs will be installed in the new 2026 patrol vehicles as part of their up fit equipment.

The new cameras can be purchased by Motorola Solutions direct, under State contract 16087 OC, meeting all statutory bid requirements.

FISCAL IMPACT:

The Grand Island Police Department has been approved the budget authority to purchase nine (9) M500 Watchguard in car camera systems with included V700 BWCs for a total cost of $125,178.00 as part of Capital Expenditures - Vehicle (41022301-85625).

ALTERNATIVES:

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

The Council may:

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

RECOMMENDATION:

City Administration recommends that the Council approve the purchase of nine (9) M500 Watchguard in car camera systems with included V700 BWCs from Motorola Solutions for $125,178.00.

SAMPLE MOTION:

Move to approve the purchase of nine (9) M500 Watchguard in car camera systems with included V700 BWCs from Motorola Solutions.

ATTACHMENTS:

1. Quote
2. State Contract
3. Resolution

MOTOROLA SOLUTIONS







GRAND ISLAND POLICE

CCdems Upgrade (9)M500 & (9)V700

04/21/2026

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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04/21/2026

GRAND ISLAND POLICE
111 PUBLIC SAFETY DR
GRAND ISLAND, NE 68801

RE: Motorola Quote for CCdems Upgrade (9)M500 & (9)V700

Dear Dean Elliott,

Motorola Solutions is pleased to present GRAND ISLAND POLICE with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide GRAND ISLAND POLICE with the best products and services available in the communications industry. Please direct any questions to Christopher Thompson at Chris.Thompson1@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Christopher Thompson

Billing Address:
GRAND ISLAND POLICE
111 PUBLIC SAFETY DR
GRAND ISLAND, NE 68801
US

Quote Date:04/21/2026
Expiration Date:06/20/2026
Quote Created By:
Christopher Thompson
Chris.Thompson1@motorolasolutions.com

End Customer:
GRAND ISLAND POLICE
Dean Elliott
DeanE@ginepolice.gov
308-385-5400 ext.2213

Contract: 36882 - NASPO MOBILE VIDEO OK-MA-145-21-500

Summary:

This Motorola quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at http://www.motorolasolutions.com/product-terms

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
	M500						
1	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS*	9		$3,247.15	$29,224.35	
2	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5G HZANT	9		$202.48	$1,822.32	
3	WGW00122-303	IN-CAR VIDEO SYSTEM CONFIGURATION SERVICE	1		$154.33	$154.33	
4	LSV07S05297A	5Y ESSENTIAL WITH ADVANCED REPLACEMENT M500	9	5 YEARS	$937.47	$8,437.23	
	V700						
5	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	1		Included	Included	
6	WGP02950A	BATT LIION IP67 4050T	9		Included	Included	
7	WGB-0876A	V700 BWC 1080P FN READY W/REM BATT LM	9		Included	Included	3 YEAR

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
8	WGB-0178AAS	VIDEO EQUIPMENT, V700 USB DESKTOP DOCK VAAS	1		Included	Included	
9	PRODUCT_REFRESH	VIDEO EQUIPMENT,PRODUCT REFRESH	9		Included	Included	
10	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT - V700	9	5 YEARS	Included	Included	
11	SSV00S05614A	V700 BODY CAMERA HARDWARE AS A SUBSCRIPTION	9	5 YEAR	$1,435.29	$12,917.61	
12	SSV00S05622A	V700 BATTERY SUBSCRIPTION	9	5 YEAR	$185.20	$1,666.80	
13	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - VIDEO-AS-A-SERVICE	1	5 YEAR	$1,111.19	$1,111.19	
14	AAS-BWC-USB-DOC	V300/V700 USB CHARGE/ UPLOAD DOCK - VIDEO-AS-A-SERVICE	1	5 YEAR	$148.16	$148.16	
15	LSV07S05139A	HARDWARE REPAIR - TRANSFER STATION / SMARTDOCK	1	5 YEARS	$500.04	$500.04	
	CommandCentral DEMS						
16	PSV00S05487A	MOBILE VIDEO REMOTE CLOUD DEPLOYMENT	1		$1,975.45	$1,975.45	
17	SSV00S05158A	COMMANDCENTRAL DEMS PLUS SERVICE*	27	5 YEAR	$1,222.31	$33,002.49	
18	SSV00S05160A	COMMANDCENTRAL DEMS UNLIMITED STORAGE PER BODYWORN CAMERA*	9	5 YEAR	$629.67	$5,667.03	
19	SSV00S05161A	COMMANDCENTRAL DEMS UNLIMITED STORAGE PER IN-CAR VIDEO CAMERA*	18	5 YEAR	$629.67	$11,334.06	
	LPR Integrations and Parking						
20	WGS00224	M500 BASIC ALPR ANNUAL SERVICE	9	2 YEAR	$679.01	$6,111.09	

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
21	RMT-IC-LPR	REMOTE IN-CAR LPR SETUP	1		$98.77	$98.77	
	Investigative LPR Applications						
22	VS-VM-HS	SOFTWARE,VEHICLEMANAGER HOSTED SUBSCRIPTION*	1	5 YEAR	$10,803.36	$10,803.36	
23	ACC-SFT-ENBL	ACCOUNT/SOFTWARE ENABLEMENT	1		$203.72	$203.72	

Grand Total $125,178.00(USD)

Pricing Metric :

Price is indicative of the following -
of Devices - 27

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

	Payment Term	Upfront Sale Price
Upfront Costs*		
		$41,916.17
Upfront Subscription Fee		
V700	Annually	$3,268.76
CommandCentral DEMS	Annually	$10,000.72
Investigative LPR Applications	Annually	$2,160.67
LPR Integrations and Parking	Annually	$3,055.55
Sub Total:		**$60,401.86**

	Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee			
V700	Annually	$3,268.76	$3,268.76
CommandCentral DEMS	Annually	$10,000.72	$10,000.72
Investigative LPR Applications	Annually	$2,160.67	$2,160.67
LPR Integrations and Parking	Annually	$3,055.55	$3,055.55
Year 3 Subscription Fee			
V700	Annually	$3,268.76	$3,268.76
CommandCentral DEMS	Annually	$10,000.72	$10,000.72
Investigative LPR Applications	Annually	$2,160.67	$2,160.67
Year 4 Subscription Fee			
V700	Annually	$3,268.76	$3,268.76
CommandCentral DEMS	Annually	$10,000.72	$10,000.72
Investigative LPR Applications	Annually	$2,160.67	$2,160.67
Year 5 Subscription Fee			
V700	Annually	$3,268.76	$3,268.76
CommandCentral DEMS	Annually	$10,000.72	$10,000.72
Investigative LPR Applications	Annually	$2,160.67	$2,160.67
Sub Total:			**$64,776.14**

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Grand Total System Price (Inclusive of Upfront and Annual Costs)	**$125,178.00**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

M500 In-Car Video System Solution Description

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.



The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle
- The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.
- Works reliably, even in challenging situations
- The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.
- Protects video data, whether in transit or at rest
- The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.
- Provides users a reliable, easy-to-learn system
- Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.
- Increases efficiency
- The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.
- Promotes trust
- By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.
- Integrates seamlessly with other Motorola technologies
- The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.
  - When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.

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- When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.

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STATEMENT OF WORK - MOBILE VIDEO PRODUCTS NEW SYSTEM

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s), in-car video system(s), interview recording system(s) and/or your digital evidence management solution. For the purpose of this SOW, the term “Motorola” may refer to our affiliates, subcontractors, or certified third-party partners. A third party has been identified as our Motorola-certified installer and will work on Motorola’s behalf to install your in-car video system(s).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer’s time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services & Products provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola’s Master Customer Agreement and applicable addenda (“Contract”).

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola’s Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer’s PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola believes our solution is not in scope of the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola’s design and

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features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on the Personnel Security section of the CJISSECPOL, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access to unencrypted CJI. Motorola employees will also have access to the Customer's network(s) and stored information and Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJISSECPOL Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third-party installer (if applicable) will work independently with the Customer to complete the CJISSECPOL Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

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SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access or for hardware, upon shipment of the hardware. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Discovery validation
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Data Migration
- Contracted data migration between two disparate digital evidence management systems (if applicable, additional fees may apply).

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Field Engineer (FE)

The FE will work with the Customer's Project Team on:

- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

Motorola-Certified Installer (if applicable)

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- Required Training
- WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
- Needs to be renewed yearly.
- Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
- Review of any previous Motorola Solutions Technical Notifications (MTNs).
- Optional Training
- WGD00186 - M500 Installation Overview and Quick Start (NA)
- Not required for installation. Available for the installing technician.
- WGD00177 - M500 In-Car Video System Installation Guide
- Not required for installation. Available for the installing technician.
- MN010272A01 - M500 In-Car Video System Basic Service Manual
- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

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Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

- The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:
- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor Project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.

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- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

If CommandCentral DEMS Standard, CommandCentral DEMS Plus, or VideoManager EL Cloud device license(s) are included in the contract, the Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, connectivity etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.

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- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system (if applicable).
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

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PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will occur after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet before the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high-level review of the following project elements:
- Quoting/ordering documents
- A summary of contracted applications and hardware as purchased.
- Customer's involvement in project activities to confirm understanding of scope and required time commitments.
- Data Migration questionnaire if migration is included in the Solution
- The Business Process Review (BPR), used to document system configuration, agency recording, and retention policies
- A high-level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Contact the customer to complete the Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Baseline the Project Schedule, if applicable.
- Document mutually agreed upon Project Kickoff Meeting Agenda.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.
- Data Migration Questionnaire (if applicable)
- BPR Workbook

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PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. A delay in completing the IT Questionnaire may delay the shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss the equipment inventory process
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource requirements.
- Provide the initial Project Schedule
- Discuss Motorola remote system access requirements.
- Review the BPR.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Review the LXP training portal.
- Request user information required to establish the Customer in LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback and approval on project delivery requirements and schedule.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Complete the BPR Workbook within 5 business days after the conclusion of the Project Kickoff for review during the Discovery Teleconference
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information of the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to review information documented in the BPR Workbook. The Data Migration Questionnaire will also be reviewed if migration is part of the Solution.

Motorola Responsibilities

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- Facilitate Discovery Teleconference.
- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review the information required to complete the BPR Workbook.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh in on hardware, software, and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.

Motorola Deliverables

- Completed BPR Workbook.

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PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location
- Conduct a power-on test to validate that the installed hardware is ready for configuration.
- Verify remote connection to hardware.
- Complete Deployment Checklist which outlines the activities completed during configuration and testing of system hardware.

Customer Responsibilities

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the installation room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Provide, install, and maintain antivirus software workstation(s).
- Enable outgoing network connection (external firewall) to Motorola's Cloud Evidence Management System by utilizing the Customer's Internet connection.
- Confirm access to Motorola's Cloud Evidence Management System cloud on Customer-provided workstation(s).

Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory

SVX Configuration as a Remote Speaker Microphone (if applicable)

The Smart Dock(s) will be utilized to manage firmware updates on each SVX. In order for this process to be successfully completed, each Smart Dock must be connected to Motorola's Cloud Evidence Management Solution through the Customer's internet connection.

Motorola Responsibilities

- Configure Smart Dock(s) for connectivity to Motorola's Cloud Evidence Management System.

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- Verifying the SVX Smart Dock(s) are connected to Motorola's Cloud Evidence Management System through the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Smart Dock(s), and the Customer's network is operational.
- Verify all slots in each Smart Dock are functional.
- Provide documentation on how to pair the SVX(s) to Motorola APX NEXT and/or APX N70 radio(s) using Secure Near-Field Communications (NFC).

Customer Responsibilities

- Select physical location(s) for Smart Dock(s).
- Provide network information (IP address, gateway, DNS, and subnet mask) to Motorola for each Smart Dock(s).
- Enable Bluetooth, Bluetooth Tones, and Secure NFC Touch Pairing on Motorola APX NEXT and/or APX N70 radio(s).
- Motorola recommends "Power Down Standby Mode (hrs) = 1" to allow the SVX Bluetooth connection to quickly reconnect after power up within the 1-hour timeframe.
- Pair the SVX(s) to Motorola APX NEXT and/or APX N70 radio(s) using Secure NFC.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

SVX Configuration as a Body Camera (if applicable)

If CommandCentral DEMS Standard, CommandCentral DEMS Plus, or VideoManager EL Cloud device license(s) are included in the contract, the Smart Dock(s) will be utilized to configure each SVX as a body camera.

Motorola Responsibilities

- Configure SVX(s) within Motorola's Cloud Evidence Management System.
- Check out SVX(s) and create a test recording.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for up to 25% of purchased SVX(s).
- Provide a demonstration of client software.

Customer Responsibilities

- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.
- The Customer will verify whether the Smart Docks(s) are connected to their network.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for the remainder of purchased SVX(s).

V700 Body Camera Configuration (if applicable)

The Transfer Station(s) will be utilized to configure each V700 body camera according to the Business Process Review. In order for this process to be successfully completed, each Transfer Station must be connected to Motorola's Cloud Evidence Management Solution through the Customer's internet connection.

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.

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- Configure body camera(s) within the digital evidence management system.
- Check out body camera(s) and create a test recording.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for up to 25% of purchased V700(s).
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

The Customer vehicles must be available for the FE to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed.

If the Customer requires the FE to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. The following table shows the number of ICVs an FE is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15

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Number of ICV Purchased	Number of ICV to Test
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- The FE will verify whether the AP(s) are properly installed and connected to the network for in-car video system WiFi upload (if applicable).
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.

Motorola-Certified Installer Responsibilities (if applicable)

These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

- Complete the installation of ICV hardware in Customer provided vehicles.
- Complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- Install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Installation of Access Point(s) (APs) if provided by Motorola for in-car video system WiFi upload (if applicable).

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).

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Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles.

M500 Automatic License Plate Recognition (ALPR) Configuration (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an M500 in-car video system interfaces with the VehicleManager database.

Motorola Responsibilities

- Create a Customer account in the VehicleManager system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the VehicleManager Quickstart Guide.
- Provide Mobile ALPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

Interview Recording System Configuration (if applicable)

When installation services are included as part of the contract, the Motorola-certified installer will complete the installation of the Interview Recording System(s) within the Customer-provided location(s).

The Customer location(s) must be available for the Motorola Resource and/or contracted third party to complete the configuration and testing of the contractual number of systems. If the Customer does not have all locations available during the agreed upon date and time, the Customer may opt to sign-off on the number of configurations completed. If the Customer requires the Motorola Resource and/or contracted third party to complete the full contractual number of systems at a later date and time, additional cost may be incurred.

Motorola Responsibilities

- Create configuration USB used to complete hardware configuration and validation.
- Conduct configuration and testing of system(s).
- Complete configuration on a single system, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining configurations.
- Complete remaining contracted system configurations.

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- Test a subset of completed hardware configurations.
- When installation services for Motorola-certified installer are in the contract, complete the installation of the Interview Recording System (if applicable).

Customer Responsibilities

- When installation services are being provided by the Customer, complete the installation of the Interview Recording System (if applicable).
- Provide Motorola with remote connection and access credentials to complete hardware configuration.
- Notify Motorola of the installation location.
- Coordinate and schedule date and time for hardware configuration(s).
- Make hardware available to Motorola for configuration and testing in accordance with the Project Schedule.

Motorola Deliverables

- Complete the Deployment Checklist and testing as it applies to the proposed solution.

SOFTWARE AND CONFIGURATION

CommandCentral DEMS (if applicable)

CommandCentral DEMS software is a cloud solution that does not require an onsite server. Section 3.2 does not apply to existing Motorola customers using VideoManager EL Cloud.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure CommandCentral DEMS software.
- Based on Customer feedback, perform the following activities:
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral DEMS.
- Ensure training POC can access the system.

Customer Responsibilities

- Supply access and credentials to Customer’s Active Directory for the purpose of Motorola conducting CommandCentral DEMS provisioning.
- Respond to Motorola’s inquiries regarding users, groups, and agency mapping to CommandCentral DEMS.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.
- Verify traffic can be routed through Customer’s firewall and reaches end-user workstations.

DATA MIGRATION SERVICES (IF APPLICABLE*)

The Customer is responsible for partitioning data to be converted from Motorola on-premises digital evidence management system, or Customer’s Non-Motorola Digital Evidence Management System to Motorola’s cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola

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validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete. *Data Migration Services may be subject to additional fees.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide 24/7 remote access to partitioned data to be migrated.
- Customer hardware or virtualization environment will be the sole responsibility of the Customer to troubleshoot and resolve issues.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

Motorola On-Premises Evidence Management System (if applicable)

Motorola supports data migration of digital assets and associated metadata from our on-premises evidence management systems, Evidence Library 4 and VideoManager EL On-Prem (formally known as Evidence Library 5), to Motorola's cloud solution.

Motorola Responsibilities

- Verify compatible platform(s) and upgrade if applicable

Customer Responsibilities

- Provide internet connectivity from on-premises server to destination resources

Non-Motorola Evidence Management System (if applicable)

Motorola will perform data migration of digital assets and associated metadata from the Customer's Non-Motorola Evidence Management system to the new Motorola Cloud Evidence Management System.

Motorola Responsibilities

- Facilitate the method of obtaining and consuming the data
- Review data in the Motorola systems with the customer

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the Non-Motorola digital evidence management system.
- Provide internet connectivity from on-premises server to destination resources, if applicable.
- Provide API connection to the source, if applicable
- Provide data and metadata information in a readable and consumable format
- Assist with mapping metadata information into Motorola system

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INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's Cloud Evidence Management System and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the third-party system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide hardware to run any required interface components for on-prem interfaces when required.
- Provide sample data and information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or non-functional interface. Providing Motorola with this information early in the deployment process, will potentially allow us to mitigate these issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

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SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

ON-SITE TRAINING

Instructor-led courses are based on products purchased and the Customer's Education Plan. On-site instructor-led classes will utilize the Customer's hardware and software in order to provide the best training environment. This will allow the Customer to engage in an environment that has been configured and deployed in alignment with this SOW.

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Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

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PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the assigned Motorola Resource demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.

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ASSUMPTIONS

This SOW is based on the following list of assumptions:

- Motorola’s Cloud Evidence Management System must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- If Microsoft Entra ID is not utilized by the Customer, Motorola will provide a free version of Entra ID for user authentication to the application.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for SVX when used as a body camera:
- 5 Mbps + 3 Mbps per additional device.
- This assumes it will take 8 hours to upload 5 GB of video on a device.
- 40-50 Mbps per concurrent uploading device.
- This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying their own Access Point for ICV Wi-Fi upload, it must be 5 GHz 802.11n compatible.

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STATEMENT OF WORK - ESSENTIAL SERVICE FOR M500

(NORTH AMERICA DIRECT CUSTOMERS)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Customer Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

DESCRIPTION OF SERVICES AND OBLIGATIONS

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage for the M500, as selected and purchased by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Hardware Repair for manufacturing defects

Every M500 is covered by one (1) year of standard product warranty. Motorola Solutions offers three (3) and five (5) years of Essential Service options for the M500, with optional service upgrades to extend and/or provide additional coverage for the system described in Section 7 of this SOW.

ESSENTIAL SERVICE

Remote Technical Support

Remote Technical Support is provided for system issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' Technical Support Operations (TSO) center is staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' TSO is regularly monitored against industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution

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Software Maintenance

Software maintenance is important for ensuring system performance and operation. Essential Service provides the Customer with access to the latest available M500 operating system (OS) software, system firmware, and application software. System software releases maintain the system software performance such that the System operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the M500 is made possible through the use of the CommandCentral DEMS, VideoManager EL or VideoManager EX solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service. Only Customers with three (3) year service term durations are eligible for a two (2) year renewal for a total of (5) years of services.

System Hardware Repair

The Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the M500. System Hardware Repair provides the Customer with repair services for internal and external system components that are damaged as a result of manufacturing defects and operational defects. With this Service, the system is repaired to ensure compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original system via:

- Repairs, adjustments and restorations, if appropriate, of any system that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- System updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.

At the discretion of Motorola Solutions, if the system component is considered “un-repairable”, for technical or economic reasons, Motorola will replace the component with a refurbished or new component.

Standard Product Warranty

The Customer is automatically entitled to one (1) year of technical support and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty. Exclusions apply, per the Agreement.

Scope of Products or Services Included

Essential Service, and optional Service upgrades, are currently available for all M500 Systems. Check with your Motorola Solutions’ Sales representative if you have a question about the eligibility of your system.

MOTOROLA SOLUTIONS RESPONSIBILITIES

Software Release Availability

Motorola Solutions will provide access to the latest M500 software and firmware releases via the CommandCentral DEMS, VideoManager EL or VideoManager EX solution. For customers using the

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CommandCentral DEMS or VideoManager EL / EX Cloud, software and firmware upgrades will occur automatically when the M500 connects to the agency's CommandCentral DEMS or VideoManager EL / EX Cloud instance.

Software Release Notes

Motorola Solutions may, from time to time, provide release notes for the M500 software release. Information regarding training material will be posted on the VideoManager EX Software Downloads site at https://www.motorolasolutions.com/en_us/video-security-access-control/videomanager-ex/downloads.html.

Hardware Repair

Motorola Solutions will provide repair or replacement of a system component, at its option, with a ten (10) business day in-house turnaround time, provided the component is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or components are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions' option, with functionally equivalent, reconditioned parts, boards, or with a refurbished or new replacement component. All replaced parts, boards or system components will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Shipping

For system components repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty component to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective component. Eligibility for two-way shipping will be confirmed during the repair submission process.

CUSTOMER RESPONSIBILITIES

Serial Numbers

If system orders are submitted via Motorola Solutions' Customer Hub or CPQ ordering systems, the hardware serial number(s) for three (3) and five (5) year Essential Service and three (3) and five (5) year Essential Service with Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Advanced Replacement is purchased within 90 days of system shipment, the Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement.

Initiating Repair

When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty M500 System component. The Customer can submit a repair, and request an RMA, via the Customer Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Customer Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the component when shipped to the Authorized Motorola Repair Center.

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- Only the faulty M500 component should be returned for repair. No other components of the system, which are properly functioning, should be returned.

Motorola Solutions is not responsible for any other components or accessories that are shipped with the component for repair.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 30 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

System Software Releases

The Customer will be responsible for updating each eligible M500 System with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

WiFi Connectivity

The Customer is responsible for providing all WiFi connectivity to the system.

Removing Customer Data

The Customer is responsible for removing, from the system, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the system component to a Motorola Solutions Repair Center for repair. Motorola is not responsible for any data loss associated with any System or Equipment sent to a Motorola Solutions Repair Center.

Motorola Solutions may provide a Video Evidence Recovery Service for the M500. Video Evidence Recovery is a best effort service that is dependent on the condition of the system. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service. Notwithstanding the foregoing, Motorola is not responsible for any data loss associated with any System or Equipment sent to a Motorola Solutions Repair Center.

ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

- Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:
  - Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
  - Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the system.
  - Repair of problems caused by using the system outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
  - Repair of problems caused by unauthorized alterations or attempted repair.
  - Deinstallation and reinstallation of any faulty equipment from its operational location. Such services may be quoted by Motorola Solutions at an additional cost.
  - Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
  - Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.

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  - Any file or video backup or restoration.
  - Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
  - Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
  - Accidental damage, chemical or liquid damage, or other damage caused outside of normal system operating specifications.
  - Cosmetic imperfections that do not affect the functionality of the system.
  - Removal of serial numbers.
- Where a M500 System is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.
- Software support for unauthorized modifications, or other misuse of the system software, is not covered under this Agreement.
- Access to the software and firmware releases for updating the system under this SOW is available only for the system named in the Agreement. Software updates to any additional systems are expressly excluded and prohibited.
- Any implementation tools not required to support the system software and firmware updates are excluded from coverage.

MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY SYSTEM COMPONENT:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

OPTIONAL ADD-ONS: ESSENTIAL SERVICE WITH ADVANCED REPLACEMENT

Advanced Replacement

Under Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged system component. Motorola Solutions will ship a refurbished or new replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 30 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS

- Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

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- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.
- Removal of serial numbers.

- Where ongoing repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.

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LPR INTEGRATIONS & PARKING SOLUTION DESCRIPTION

LINC SOLUTION



Using the Motorola ALPR Engine, LinC leverages existing infrastructure to transform non-ALPR cameras into high-performing ALPR systems. LinC software analyzes camera and VMS streams to extract ALPR events, enhances the data with location, time, and vehicle details, and integrates seamlessly with VehicleManager Enterprise for comprehensive data management.

Key Features and Benefits:

- **Integration with Existing Hardware**: This solution utilizes existing VMS cameras, and processing can be done either centrally or at the edge to offer compatibility with any level of network infrastructure.
- **Comprehensive Data Management**: Integrates with VehicleManager Enterprise for centralized data storage and management.
- **Real-Time Processing**: Processes VMS-supported RTSP feeds into ALPR detections in real time and allows real-time alerting from the Vehicle Manager through email, TAS, and Mobile Companion.
- **Enhanced Cloud Processing**: This technique combines local processing of HD video streams with subsequent cloud-based vehicle detail analysis to enhance metadata collection and accuracy.
- **Flexible Compatibility**: Supports ONVIF or RTSP-compatible cameras with specific technical requirements.

AVIGILON CAMERA INTEGRATION

The Avigilon Camera Integration allows customers to convert their non-ALPR Avigilon cameras into ALPR-capable devices. This integration incorporates ALPR data within the VehicleManager Enterprise back-office solution, providing a scalable, secure, and fully integrated data management system.

Key Features and Benefits:

- **Engineering Support**: Includes ongoing support, new integrations and security patching.
- **Integration Services**: Facilitates local device configuration and troubleshooting without requiring additional development.
- **Camera Mapping**: Provides detailed geocode mapping and camera-specific filtering for precise ALPR data management.
- **Full Data Management**: Offers secure storage, access control, and watchlist alerting based on site retention policies.
- **Image and Advanced Analytics**: Enables post-processing of images for vehicle details and offers comprehensive search and trend analysis capabilities.

COMPETITIVE INTEGRATION

The Competitive Integration solution enables customers to integrate their third-party ALPR hardware with the VehicleManager back-office system. This integration ensures seamless data ingestion and management, allowing federated queries and data sharing as if sourced directly from Motorola cameras.

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Key Features and Benefits:

- **Engineering and Integration Support**: Provides updates, new integrations, security patching, and data migration services.
- **Seamless Installation**: Ensures easy installation and configuration without additional development requirements.
- **Detailed Camera Mapping**: Allows precise 1:1 camera mapping, geocode mapping, and specific camera filtering.
- **Robust Data Management**: Supports data storage based on agency retention policies and integrates with national data-sharing programs.
- **Advanced Image Analytics**: Processes ALPR data for detailed vehicle information and facilitates advanced vehicle search and analysis.

WATCHGUARD INTEGRATION

The WatchGuard ICV integration enhances existing camera systems by enabling license plate recognition and real-time data transmission to CarDetector Mobile (CDM). This integration supports immediate alerting, data synchronization, and scalable expansion of LPR capabilities.

Key Features and Benefits:

- **On-Device LPR**: M500 cameras use an on-device engine to provide immediate license plate recognition.
- **Real-Time Alerts**: Data sent to CDM triggers hotlist alerts, ensuring quick response to critical information.
- **CDM Feature Access**: Utilizes advanced CDM features like Mobile Hit Hunter for improved alert management.
- **Data Synchronization**: Supports hotlist synchronization and detection sharing through the VehicleManager platform.
- **Scalability**: Allows for easy addition of more LPR cameras, ensuring expandable coverage and enhanced situational awareness.

PARKING TOOLKIT

Our customizable Parking Toolkit offers a comprehensive solution for managing and enforcing parking regulations. It supports fixed camera installations in garages and mobile enforcement, providing features like permit verification, digital chalking, and real-time occupancy statistics tailored to specific locations and schedules.

Key Features and Benefits:

- **Permit Enforcement**: Helps ensure only authorized vehicles park in designated areas, increasing compliance.
- **Digital Chalking**: Automates vehicle marking to monitor parking durations and enforce time-limited regulations.
- **Duplicate Permit Detection**: Identifies and prevents fraudulent permit usage, ensuring fair parking practices.
- **Excessive Detection Monitoring**: Tracks and reports excessive detections to address permit misuse.
- **Flexible Zone Setup**: Allows the creation of geo-zones or manual zones for precise parking enforcement.
- **Customizable Permit Schedules**: Enables tailored enforcement rules based on specific times and days.
- **Occupancy Statistics**: Provides real-time data on parking occupancy for efficient space management.

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INVESTIGATIVE LPR APPLICATIONS VEHICLEMANAGER SOLUTION DESCRIPTION



VEHICLEMANAGER / VEHICLEMANAGER ENTERPRISE

VehicleManager / VehicleManager Enterprise is a vehicle location intelligence solution that builds on traditional license plate recognition with patented, powerful analytics, transforming license plate data into actionable intelligence.

Key Features and Benefits:

- **Advanced Search Capabilities**: Easily search and review vehicle location history, predict future locations, and conduct complete and partial plate searches with date and time filters.
- **Comprehensive Data Display**: View detection data on a timeline and map, integrated with Google Street View for detailed location insights.
- **Geo-Fence and Filter Options**: Create geo-fences, set time and date ranges, and apply vehicle year, make, and model filters to refine search results.
- **Associated Analytics**: Identify vehicles traveling with or parked near a target vehicle, enhancing situational awareness.
- **Hot List Management and Alerts**: Configure hot lists and receive alerts when vehicles of interest are detected, with options for sharing lists with partner agencies.
- **Secure Data Management**: Manage LPR camera systems, integrate data from various sources, control data retention based on local laws, and share data securely using built-in MOU templates.
- **Robust Security Measures**: Ensure data protection with end-to-end encryption, user authentication, detailed audit logs, and routine system updates for security and new features.

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LICENSE PLATE RECOGNITION TECHNOLOGY STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of fixed or mobile License Plate Recognition (LPR) technology(s) and your License Plate Recognition Technology solution, if Deployment or Installation Services are purchased as part of the Contract. For the purpose of this SOW, the term “Motorola” may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola’s behalf to install your License Plate Recognition Technology system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. The Customer is responsible for acquisition and use of a remote access tool that complies with the regulations controlling use of the remote access tool. All work will be performed during normal business hours based on the Customer’s time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola’s Master Customer Agreement and applicable addenda (“Contract”).

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola’s Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer’s PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

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FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our LPR and License Plate Recognition Technology offerings require compliance with the *FBI-CJIS Security Policy* (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola's LPR system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the *CJIS Security Policy Section 5.12 Personnel Security* related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring *CJIS Section 5.12 Personnel Security* screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

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The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities (if applicable)

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct status calls with the Customer throughout the Project up to and including Go-Live.

System Technologist

The System Technologist (ST) will work with the Customer's Project Team on:

- Camera programing
- Camera alignment

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- Licensed Software Training
- Develop and submit Start Up and Commissioning Sign Off (SSU&C)

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training in accordance with the Training Plan provided to the Customer.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car and fixed LPRs. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include (but are not limited to) the following:

Required Training

- SSU&C Onsite Training
  - Included Certification testing completed and passed
- Networking (must meet one of the following three requirements)
  - CompTia Network + Certification
  - Networking Degree in IT
  - Basic Networking RDS003
- ASE Certification for Mobile Installers
- Electrical Certification
  - Electrical Certification/Permitting
    - Low Voltage Certification
    - High Voltage Certification
- Equipment Certification
  - Bucket Truck Certification
  - Any applicable testing equipment certification

Other responsibilities the Motorola-certified installer may be involved in include the fixed and/or mobile installation of cellular routers, wired networks, poles, trenching, and conduit runs as well as the manufacturing and/or service of trailers. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support and Services Team

The Customer Support and Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities (if applicable)

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

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Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources, if applicable to the solution.
- Assume responsibility for all fees pertaining to licenses, permits, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.

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- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Monitor firmware updates
- Implement changes to Customer infrastructure in support of the proposed system.

Agency Manager

The Agency Manager will act as the primary POC upon project completion.

- Push internal requests for updates through appropriate channels
- Monitor all firmware updates and all other security measures for physical hardware as required by the Customer internal policies
- Administer users
- Audit reports
- Manage Hotlist and Hotlist functionality
- Attend Agency Manager training
- Oversee or act as the training POC
- Ensure all Authorized Users are aware of usage restrictions and any applicable terms related to the use of the LPR System
- Controls appropriate use and data storage policies as well as procedures for the data maintained outside the LPR system. This includes when any information is disseminated, extracted or exported out of the LPR system
- Controls and is responsible for developing the policies, procedures, and enforcement for applying deletion/purging and dissemination rules to information within and outside of the LPR system.
- Ensure data and system protection strategies are accomplished through the tools provided by Motorola for account and user management features along with audit and alert threshold features.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and implementation process. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on workflows and department policies related to the proposed system.

General Customer Responsibilities (If Applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- Customer Site. If the Solution is to be installed at a Customer location (“Site”), the Solution will only be installed and/or evaluated at the Customer sites identified.
- Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola’s access to the Sites. This includes, but is not limited to providing a traffic safety plan to facilitate the safe deployment of all Equipment that is installed on, over, or near Sites with active roadways. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void. The Equipment used for the Services will only be located at such site.
- If the Solution is to be accessed remotely, Customer will only access Solution in the manner described by Solution documentation or as otherwise instructed by Motorola.

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- Site Conditions and Issues. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- All costs associated with permitting.
- Supply a proper power source to all Motorola Solutions provided equipment.
- Provide ALL points of attachment for hardware that include fixed LPR Cameras and associated equipment and ensuring all equipment is attached in accordance with local policies and codes.
- Supply any new infrastructure required to mount or attach the Motorola Solutions hardware to.
- Trenching as required for the purpose of running electrical power
- All poles and existing infrastructure that are not being purchased from Motorola as part of the LPR solution.
- All Utility locates needed for impacted areas.
- Providing the communications point of attachment for each site.
- When cellular service is used as the point of connection, customer is responsible for providing cellular service and SIM cards if they are not being purchased from Motorola as part of the LPR solution.
- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- All work is to be performed by Motorola-certified installers. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Electronic versions of any documentation associated with business processes identified.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.
- Manage the Hotlist in accordance with the rules and regulations of the Customers State.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to fixed and mobile equipment.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.

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- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support (if applicable).
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

Project Planning Session (if applicable)

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Confirm Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in associated training portals.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

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Motorola Deliverables

- Project Kickoff Meeting Agenda.

Project Kickoff (if applicable)

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The Detail Design Review (DDR), if applicable, is completed during the pre-sales process and normally completed prior to Contract award. Delay in the DDR review may impact the project schedule. Motorola will not be responsible for additional costs or delays incurred for Customer requested changes to the DDR.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss Mobile LPR equipment installation activities and responsibilities.
- Discuss Fixed LPR installation activities and responsibilities.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Review the DDR, arranging for additional meeting for review as needed
- Review the Credentials Form
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the Training Plan.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Grant Motorola Support access in the License Plate Recognition Technology program
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.

Motorola Deliverables

- Project Kickoff Meeting Minutes
- Deployment Checklist

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PROJECT EXECUTION

Hardware Procurement and Installation (if applicable)

Motorola will procure contracted hardware as part of the ordering process. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Verify remote connection to hardware.
- The installer will be responsible for installing all Motorola provided hardware.
- Installer will utilize a certified electrician when wiring power to equipment.
- Verify whether the hardware is properly installed, connected to the network, and positioned to capture license plate data. (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Provide Motorola with the correct IP address(es) for configuration
- Ensure the Customer's network is operational.
- Inventory LPR equipment after arrival at Customer location.
- Procure Customer-provided equipment and make it available at the installation location.
- Install backend server in Customer's designated area (if applicable).
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.)(if applicable).
- Verify the server is connected to the Customer's network and installed for use.(if applicable)
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to License Plate Recognition Technology
- Install Customer-supplied Access Points (if applicable).
- Verify all equipment directly connected to power is properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying all equipment is connected to their network
- Confirm access to installed software on Customer-provided workstation(s).

Motorola Deliverables

- Contracted Equipment

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Mobile LPR Camera System (If Applicable)

The Motorola-certified installer will complete the installation of the Mobile LPR system(s) within the Customer-provided vehicle(s) or selected location. The installer may also be responsible for installing cellular routers or Wi-Fi radios inside the vehicle(s) for wireless upload of video and images.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of Mobile LPR cameras. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of Mobile configurations completed. If the Customer requires the ST to complete the full contractual number of Mobile LPR Cameras at a later date and time, additional cost may be incurred.

Note – The Pricing Page will reflect the Mobile LPR installation services by Motorola if Motorola is responsible for the installations.

Motorola Responsibilities

- Setup server for Mobile LPR digital video recorder (DVR) configuration.
- Create configuration USB used to complete Mobile LPR hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of Mobile LPRs.
- Complete Mobile LPR configuration on a single vehicle, and validate the configuration with the Customer.
- Point and aim the Mobile LPR camera for image capturing.
- Install Licensed Software on Customer-provided mobile data terminal (MDT)
- Configure MDT Netowrk Card
- Enable AI in Video Manager
- Configure NetMotion (if applicable)
- Receive Customer approval to proceed with remaining Mobile LPR configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed Mobile LPR hardware configurations.
- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to the Mobile LPR (if applicable).

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete Mobile LPR hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for Mobile LPR hardware configuration(s).
- Make Mobile LPR hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of installation.

Motorola Deliverables

- Complete Configuration and camera aiming as it applies to the proposed solution.

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Fixed LPR Camera System Configuration (If Applicable)

The Motorola-certified installer will complete the installation of the Fixed LPR system(s) within the Customers designated locations. The installer may also be responsible for installing cellular routers or Wi-Fi radios for wireless upload of video and images. In the instance where Customer has purchased a self-deploy or quick-deploy camera without deployment or installation, the below Motorola responsibilities will be absorbed by the Customer.

Motorola Responsibilities

- Review preliminary plans for installation
- Verify with customer that proper permits and authorizations have been obtained
- Identify installation locations (pole or infrastructure asset) on which to install the Fixed LPR camera
- Motorola-certified installer will install the Fixed LPR camera
- Point and aim the Fixed LPR camera for image capturing
- Install License Plate Recognition Technology Software

Customer Responsibilities

- Approve installation locations
- Obtain necessary permits and authorizations
- Provide power to installation locations
- Provide any required trenching
- Coordinate with local utility companies in the case of any interrupted service requests or instances

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. When cellular service is used as the point of connection, customer is responsible for providing cellular service, and SIM cards if they are not being purchased from Motorola as part of the LPR solution. If a Motorola-certified installer is not used for installation, Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing LPR cameras through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For in-car LPR installations, an MDT is required for all vehicles (if applicable).

Automatic License Plate Recognition (ALPR) Commissioning (If Applicable)

This section highlights the responsibilities of Motorola and the Customer when a Motorola In-Car Video (ICV) system interfaces with the LPR database.

Motorola Responsibilities

- Create a Customer account in the LPR data system with authorized user emails.
- Verify License Plate Recognition Technology software has been installed and launched per the Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Licensed Software MDT installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

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Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

SOFTWARE INSTALLATION AND CONFIGURATION (IF APPLICABLE)

Motorola will install LPR software on a specified number of workstations. The Customer will be responsible for installing the software on the remaining workstations.

Licensed Software for the Mobile LPR Solution

Licensed Software is used in conjunction with Mobile LPR cameras. Installation consists of the following activities:

- Network discovery.
- Operating system and software installation.
- Onboarding user / system identity set up.
- Provide user access to the application.

License Plate Recognition Technology

License Plate Recognition Technology software is a cloud solution that does not require an onsite server and supports the full LPR Solution.

Motorola Responsibilities

- Based on Customer feedback, perform the following activities:
  - Create users, groups, and permissions.
- Test to ensure software is accessible to the Customer

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

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CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

Third-Party Interfaces (if applicable)

The integration between Motorola's LPR system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

Develop and configure interface(s) to support the functionality described in the Solution Description.

Establish and validate connectivity between Motorola and third-party systems.

Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the LPR system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the LPR and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or

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Customer-provided third-party hardware or software. All APIs provided by Motorola or integrations with third-party software are provided AS IS. Motorola is not liable for any claims or damages associated with third party applications, or Customer-provided third party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Training Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

Online Training (if applicable)

Online training is made available to the Customer through LXP and/or Motorola vetted third party platforms.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer (if applicable).
- Establish an accessible instance of LXP for the Customer (if applicable).
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account..
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content (if applicable).
- Provide instruction to Customer on building groups.
- Coordinate third party platform usage and additional course offerings

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training (if applicable).
- Ensure network and Internet connectivity for Customer access to training platforms.

Instructor-Led Training (On-Site and/or Remote, if applicable)

Instructor-led courses are based on products purchased and the Customer's Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the provided Training Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) with the required computer and audio-visual equipment for training.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Training Plan.

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Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

- Provide Customer with survey upon closure of the project.

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ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Customer is aware of and abiding by their States' laws, mandates and requirements in relation to the Hotlist
- Pole installations will be done on grassy/dirt/gravel areas or sites where excavation can easily be done with fstandard auger equipment.
- Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies)
- Information provided and approved in the Presales DDR process was accurate

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V700 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.

KEY FEATURES OF THE V700

- **Detachable Battery –** The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading –** Recordings made by the V700 are uploaded to the agency's evidence management system via LTE or WiFi. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming –** With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready –** The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account.
- **Data Encryption –** The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact® –** Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View –** The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application –** To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging –** The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation –** The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a

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corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

V700 AND IN-CAR VIDEO INTEGRATION

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording –** Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing –** Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software –** When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source –** The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.
- V700 and APX Radio Integration

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the Man Down feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

HOLSTER AWARE™ INTEGRATION

The V700 integrates with a Holster AwareTM sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.

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DOCKING STATIONS

The V700 has three docking options:



Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

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MOUNTING SOLUTIONS

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

WGP02798	WGA00669	WGA00668	WGP02697	WGP03088	WGP03085
					
Magnetic Center Shirt Mount	Tek-Lok Belt Mount	Molle Locking Mount	Shirt Clip	Heavy Jacket Clip	Heavy Jacket Magnetic Mount

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STATEMENT OF WORK — ESSENTIAL SERVICE FOR V700 BODY WORN CAMERA DEVICE (NORTH AMERICA)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

DESCRIPTION OF SERVICES AND OBLIGATIONS

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

ESSENTIAL SERVICE

Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution

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Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the CommandCentral DEMS, VideoManager EL On-Premises, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.

At the discretion of Motorola Solutions, if the device is considered “un-repairable”, for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

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A three (3) year optional Service is available for the Transfer Station. Scope includes Technical Support and Hardware Repair as described in sections 1.2.1 and 1.2.4.

Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions' Sales representative if you have a question about the eligibility of your device.

Optional and purchasable Services are available for the Transfer Station.

MOTOROLA SOLUTIONS RESPONSIBILITIES

Software Release Availability. Motorola Solutions will provide access to the latest BWC device software and firmware releases via the CommandCentral DEMS, VideoManager EL On-Premises, or VideoManager EL Cloud, solution. For customers using the CommandCentral DEMS or VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency's CommandCentral DEMS or VideoManager EL Cloud instance. If using the VideoManger EL On-Premises solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

Software Release Notes. Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at https://learning.motorolasolutions.com

Hardware Repair. Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions' option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

LTE/4G Service. Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer's selection of a Carrier during the initial ordering process,

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Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

Shipping. For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

CUSTOMER RESPONSIBILITIES

Serial Numbers. If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Device software releases. The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

LTE/4G Service. The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.

Wi-Fi Connectivity. The Customer is responsible for providing all Wi-Fi connectivity to the device.

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Removing Customer Data. The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.

Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and

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prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY DEVICE:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE REPAIR AND ADVANCED REPLACEMENT

Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

Repair or Replacement. Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Serial Numbers. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCc, or CPQ when ordering, the hardware serial number(s) are automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

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Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Advanced Replacement. Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 30 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.

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- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

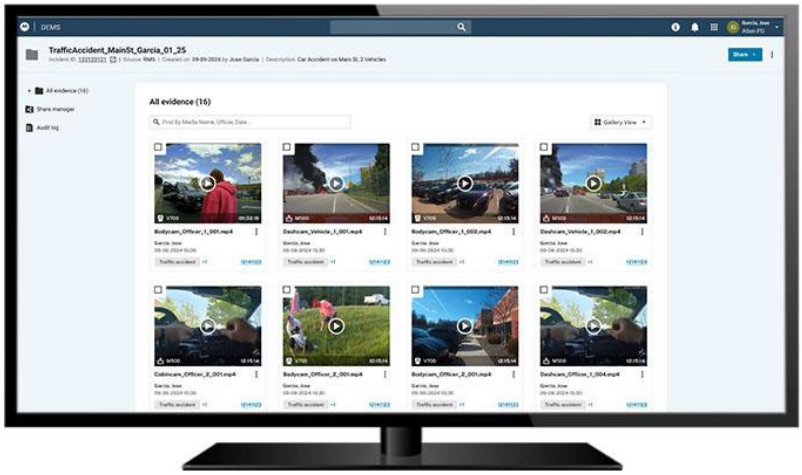
Where ongoing “Accidental Damage” repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions’ discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.

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COMMANDCENTRAL DEMS PLUS SOLUTION DESCRIPTION

OVERVIEW

CommandCentral DEMS provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location.



By centralizing digital evidence collections, CommandCentral DEMS removes data silos and provides users with the storage and tools they need to get the most out of their critical information. In addition, users can easily secure and share content with an intact chain of custody, to improve collaboration.



CommandCentral DEMS Plus is available without any upfront capital investment. Monthly subscription service costs include the software, device management, and storage. Evidence also secures data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework.

THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all software applications with one agency username and password for a more streamlined workflow. The platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

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CommandCentral continuously evolves, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.



Figure 1: The End-to-End Platform

DIGITAL EVIDENCE MANAGEMENT

Evidence stored in the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

Store and Manage - Collections

Evidence is automatically linked based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident.

- **Auto Created Collections** – Digital evidence captured by integrated products that provide a Record ID, such as an Incident or Case Number, will automatically be grouped into a Collection.
- **Manually Created Collections** – Users can manually create collections or sub-collections to better organize individual files and related items.
- **Bulk Actions** – Easily download, share, and edit specific details of multiple files in a group.
- **Manual Upload** - Upload digital evidence from 3rd parties directly into an existing collection or while creating a new collection to build your case.

Interagency, Judicial, and Community Sharing

Easily share digital evidence with trusted organizations and community members using our secure sharing features.

- **Trusted Organizations, Authenticated Sharing** - Share digital evidence collections with other agencies and judicial partners in a secure portal accessible by authenticated users.
- **Unauthenticated** - Quickly share evidence with the community for public information requests. Links can be password protected to add a level of security.

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AI Assisted Redactions and Transcriptions

Protect confidentiality and save time with our AI Assisted Redaction and Transcription Services.

- **AI Transcription & Summaries** - Generate transcriptions on-demand or set up automations to create transcriptions for video and audio files with an AI generated summary.
- **AI Assisted Video and Audio Redactions** - Receive suggestions for objects and information commonly redacted.
  - Video Object Detection - Identifies and tracks objects commonly redacted; such as heads (faces), license plates, screens, and documents.
  - Audio Detections - Use AI to auto-detect common sensitive data found in audio; such as names, phone numbers, and medical interactions.
  - Manual Redactions - For simple projects, manual redaction tools are available.

Current MSI Ecosystem Integrations:

- CommandCentral Responder Starter, Mobile Field Responder Application
- SmartControl Mobile App for Body Cameras
- 10-21 Police Phone
- CAPE-Equipped Drones
- Smart Transcription for 9-1-1 call recordings
- ViQi - Voice Activated AI
- Records Management
  - Flex Records
  - PremierOne Records
  - CC Records / RMS

Third Party Integrations

Import and export of data from some 3rd party software is available in some instances. Talk to your sales team for more details.

DEVICE MANAGEMENT

Easily manage, configure, deploy and monitor in-car and body cameras in CommandCentral DEMS.

- **Body Cameras** are checked out to a given officer with assignment records showing the history of use for the device.
- **In-Car Video** systems are configured with a list of officers who are authorized to use it. When an officer logs into the device, they are marked as the owner of any evidence created by the device.
- **Rapid Checkout Kiosk** allows users to quickly check out pooled body cameras at the beginning of a shift with an easy-to-use interface.
- **User Preferences -** In-car and Body cameras can be configured to remember preference settings for each user, including alert volume level, haptic notifications, screen and LED brightness and more.
- **Automatic Video Upload**: Videos are automatically uploaded to CommandCentral DEMS and linked based on officer name, or group recordings.
- **Device Dashboard:** See a detailed, easy-to-understand overview of your body cameras and in-car video systems at a glance, including their battery levels, memory levels, last checkout, and location.
- **In-field tagging:** Categorize and review body camera footage while still in the field, via the SmartControl iOS/Android/Windows app.

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Supported devices include:

- SVX converged Radio Speaker Mic and Body-Worn Camera
- V700 Body Cameras
- M500 In-Car Camera System

CLOUD SECURITY AND COMPLIANCE

Proactive Security Design

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development and continue with ongoing assessments after deployment to find and repair vulnerabilities.

Compliance with Industry Best Practices

Our cloud solutions comply with key industry best practices for security, including NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, and Criminal Justice Information System (CJIS) Security Policy. We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST and ISO.

Cybersecurity Champions Imbedded in Product and Service Teams

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.

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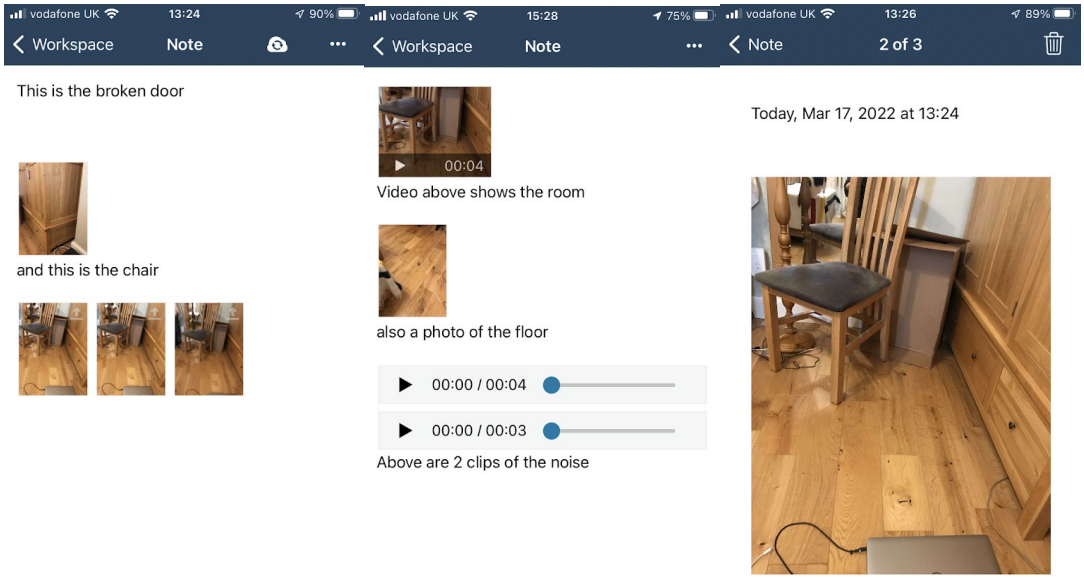
COMMANDCENTRAL RESPONDER STARTER WITH EVIDENCE SOLUTION DESCRIPTION

CommandCentral Responder is a mobile solution for frontline Responders. This includes an application for iOS and Android.

The Responder with Evidence solution (also known as Responder Starter) allows users to capture media, record notes, tag items and link them to cases / incident records. Depending on which feature flags are enabled, a customer can gain access to different sets of features. Using a note, users can capture a group of photos in one go and then tag them or link them all as a group. Responder uploads media automatically once captured, making the process easy for users. Media is removed automatically from a user's device after a customer defined retention period. Users can set up the application easily by downloading the application from App Store or Play Store, and simply logging in with their MSI account.

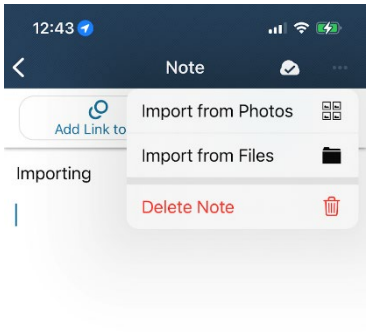
NOTES AND MEDIA CAPTURE

Responder with Evidence allows a user to create a note and capture media and associated text. Users can use the note either just to group a set of media together (as they capture it) or to add additional explanatory text as they capture details. Users can capture audio, video and photographs in this collection. This means users can attend a scene and immediately capture a collection of media before working out how to tag or link it. Users can view a full size version of a photo and can zoom in to view it at larger scale.



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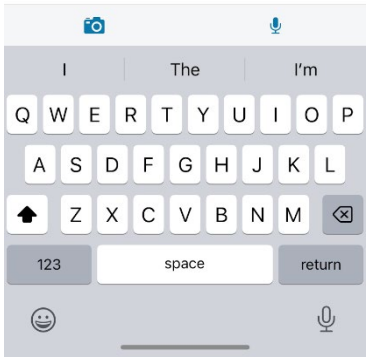
IMPORTING MEDIA

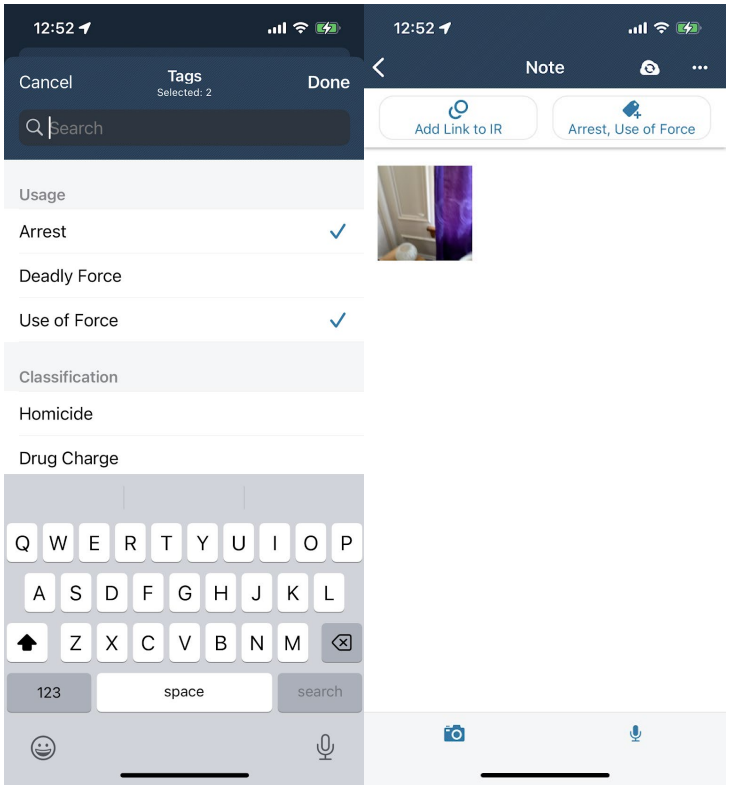


Users can import media (photos, audio, video and files such as PDFs) from their gallery or file system - allowing them to use media files shared to their device by members of the public. This feature can be enabled or disabled using per agency configuration (if an agency does not want to use this capability they can turn it off).

TAGGING

Users can choose to tag a note, which will tag it and all media within it. Tags provided are those configured by the agency and are shown grouped by categories defined by the agency. Selected tags will then show on the note. As with all media, in CommandCentral Evidence, tags are used to manage and set the retention period for media. In addition to manual tags, Responder can be configured to set a default “Responder Media” tag on every media item uploaded by Responder. This allows agencies to set a default tag & retention period for anything captured by Responder.





LINKING TO RECORDS

Users can link a note to an incident record contained in the CommandCentral Consolidated Records View - to relate the note & media to the incident and ensure they are shown in the Consolidated Records View.

The incident record summary shown in Responder contains key data for the record - Report number, Incident Type, Involved officers & Incident Start & End Date.

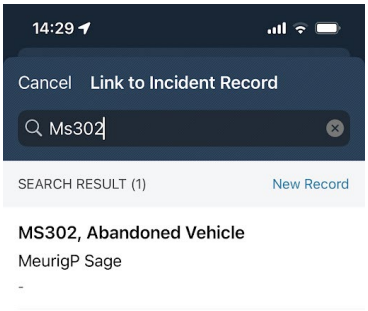
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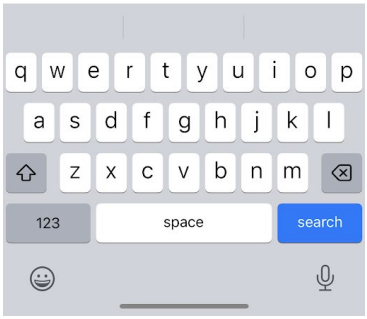
Users can:

- Link to an incident record already on a user's device
  - Any incident records for which a user is already added as an involved officer will be automatically downloaded to their device.
- Link to an incident record by search:
  - A user can search for an incident record using a simple free text search, searching for any incident record for the agency in CC Records that the user has permission to view
- Create a new incident record if one does not exist (not available with Flex - see below)
  - User can create a new incident record (providing summary details above).
  - User will be provided with the Report number separately
  - Responder application will detect creation of incidents (from Responder) with duplicate Report numbers, warn users and allow them to resolve conflicts.

The exact behavior depends on whether the customer is using:

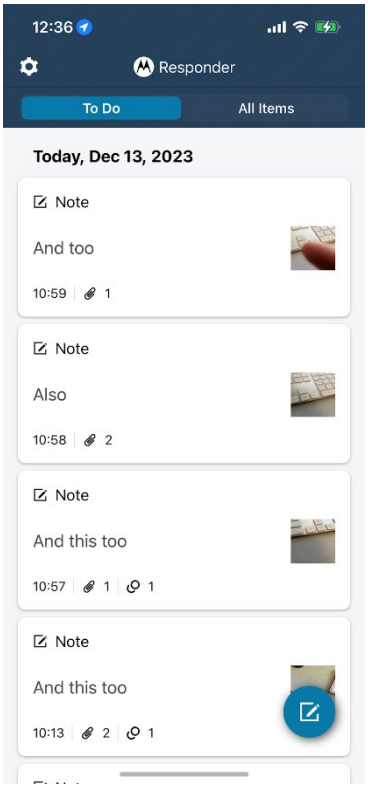
- Responder with CommandCentral Evidence connected to Flex
  - Flex generates law incidents (typically created from CAD). These law incidents are uploaded to CC Records and user can link to these. Whenever there is a case number to link to there will be a law incident in Flex and this will be pushed to CC Records. As a result, users can't create incident record summaries in Responder, they can link to law incidents created in Flex.
- Responder with CommandCentral Evidence connected to P1 RMS
  - P1 RMS manages case reports in case folders. If there is a case report, then P1 uploads this to CC Records and users can link to it.
  - If there is a case folder in P1 RMS but no case report then users can create an incident record summary in Responder, adding the case number - allowing the user to link media to the case.
- Responder with CommandCentral Evidence standalone (with CommandCentral Records Starter capability)
  - Users can create incident record summaries or link to ones that have already been created.
  - Incident records have to be manually created in Responder (or the CommandCentral Evidence/Records web UI) - they aren't imported from other systems





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TIMELINE



Users can view previous notes in their timeline:

- Update a note later with further information;
- Refer back to them later when completing a report;
- Notes (and associated media) are kept on the device in a user's timeline for an agency configured period - configured in CC Admin (default is 30 days).

The timeline is separated into a To Do and All Items view.

The To do view shows notes that a user has added, that are either less than 24 hours old or that have not yet been linked to an incident record. Users can manually move a note out of the To do view if they don't intend to link it to an incident record. However, typically users are encouraged to capture media and then link it. This provides an easy way for users to see notes they still have to deal with.

The All Items view shows all notes on a user's device so they can find older notes & evidence that they need to refer to.

SYNCHRONIZING DATA

Notes & media files are automatically uploaded to CommandCentral Evidence - a synch indicator is shown on the note to show data is being uploaded, and an indicator is shown on each media item to show that the media item is being uploaded.

When a user signs out of Responder app, if they have unsent data (notes & evidence) then Responder will alert the user that they have unsent items - allowing them to ensure they are in an area of coverage and wait for sync to complete.

AUTHENTICATION AND SECURITY

CommandCentral Responder prevents unauthorized users from accessing the data transmitted to and from mobile devices through an HTTPS connection with FIPS 140-2 Transport Layer Security (TLS) v1.2 encryption. All user requests and other user data are protected by Azure Government services.

To access the system, a user authenticates against the CommandCentral Identity Management system. If desired, the identity management system can be setup to federate authentication against a customer identity management system such as Azure AD.

Customers can enable multi-factor authentication.

- If a customer uses CommandCentral Identity Management directly then multi factor authentication can be enabled for any or all users (at customer decision). If enabled then users need to enter a username & password and a second factor which is either a one time passcode sent by email or a one time passcode or authentication approval enabled via a separate app (Ping ID).
- If a customer uses federated authentication then the federated auth system authenticates the user. In this case the customer identity management will implement the multi factor authentication. For instance, Azure AD can enforce multi factor authentication and allows a one time passcode to be provided via email, SMS or via the Azure authenticator app.

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In addition, Responder uses a PIN code (or optionally biometric unlock) that is used to allow users to unlock their app after inactivity timeout. Sign in online is required once per shift to access online data.

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MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s), in-car video system(s), and/or interview recording system(s) and your digital evidence management solution. For the purpose of this SOW, the term “Motorola” may refer to our affiliates, subcontractors, or certified third-party partners. Motorola’s certified installer will work on Motorola’s behalf to install your in-car video system(s).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer’s time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services & Products provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola’s Master Customer Agreement and applicable addenda (“Contract”).

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola’s Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer’s PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola believes our solution is not in scope of the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola’s design and

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features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on the Personnel Security section of the CJISSECPOL, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access to unencrypted CJI. Motorola employees will also have access to the Customer's network(s) and stored information and Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJISSECPOL Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third-party installer (if applicable) will work independently with the Customer to complete the CJISSECPOL Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

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SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access or for hardware, upon shipment of the hardware. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Discovery validation
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Data Migration
- Contracted data migration between two disparate digital evidence management systems (if applicable, additional fees may apply).

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Field Engineer (FE)

The FE will work with the Customer's Project Team on:

- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

Motorola-Certified Installer (if applicable)

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- Required Training
  - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
    - Needs to be renewed yearly.
    - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
  - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- Optional Training
  - WGD00186 - M500 Installation Overview and Quick Start (NA)
    - Not required for installation. Available for the installing technician.
  - WGD00177 - M500 In-Car Video System Installation Guide
    - Not required for installation. Available for the installing technician.
  - MN010272A01 - M500 In-Car Video System Basic Service Manual
    - Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

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Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor Project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.

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- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

If CommandCentral DEMS Standard, CommandCentral DEMS Plus, or VideoManager EL Cloud device license(s) are included in the contract, the Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, connectivity etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system (if applicable).

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- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

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PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will occur after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet before the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high-level review of the following project elements:
  - Quoting/ordering documents
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - Data Migration questionnaire if migration is included in the Solution
  - The Business Process Review (BPR), used to document system configuration, agency recording, and retention policies
  - A high-level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Contact the customer to complete the Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Baseline the Project Schedule, if applicable.
- Document mutually agreed upon Project Kickoff Meeting Agenda.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.
- Data Migration Questionnaire (if applicable)
- BPR Workbook

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PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. A delay in completing the IT Questionnaire may delay the shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss the equipment inventory process
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource requirements.
- Provide the initial Project Schedule
- Discuss Motorola remote system access requirements.
- Review the BPR.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Review the LXP training portal.
- Request user information required to establish the Customer in LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback and approval on project delivery requirements and schedule.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Complete the BPR Workbook within 5 business days after the conclusion of the Project Kickoff for review during the Discovery Teleconference
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information of the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to review information documented in the BPR Workbook. The Data Migration Questionnaire will also be reviewed if migration is part of the Solution.

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Motorola Responsibilities

- Facilitate Discovery Teleconference.
- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review the information required to complete the BPR Workbook.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh in on hardware, software, and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.

Motorola Deliverables

- Completed BPR Workbook.

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PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location
- Conduct a power-on test to validate that the installed hardware is ready for configuration.
- Verify remote connection to hardware.
- Complete Deployment Checklist which outlines the activities completed during configuration and testing of system hardware.

Customer Responsibilities

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the installation room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Provide, install, and maintain antivirus software workstation(s).
- Enable outgoing network connection (external firewall) to Motorola's Cloud Evidence Management System by utilizing the Customer's Internet connection.
- Confirm access to Motorola's Cloud Evidence Management System cloud on Customer-provided workstation(s).

Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory

SVX Configuration as a Remote Speaker Microphone (if applicable)

The Smart Dock(s) will be utilized to manage firmware updates on each SVX. In order for this process to be successfully completed, each Smart Dock must be connected to Motorola's Cloud Evidence Management Solution through the Customer's internet connection.

Motorola Responsibilities

- Configure Smart Dock(s) for connectivity to Motorola's Cloud Evidence Management System.

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- Verifying the SVX Smart Dock(s) are connected to Motorola's Cloud Evidence Management System through the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Smart Dock(s), and the Customer's network is operational.
- Verify all slots in each Smart Dock are functional.
- Provide documentation on how to pair the SVX(s) to Motorola APX NEXT and/or APX N70 radio(s) using Secure Near-Field Communications (NFC).

Customer Responsibilities

- Select physical location(s) for Smart Dock(s).
- Provide network information (IP address, gateway, DNS, and subnet mask) to Motorola for each Smart Dock(s).
- Enable Bluetooth, Bluetooth Tones, and Secure NFC Touch Pairing on Motorola APX NEXT and/or APX N70 radio(s).
- Motorola recommends "Power Down Standby Mode (hrs) = 1" to allow the SVX Bluetooth connection to quickly reconnect after power up within the 1-hour timeframe.
- Pair the SVX(s) to Motorola APX NEXT and/or APX N70 radio(s) using Secure NFC.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

SVX Configuration as a Body Camera (if applicable)

If CommandCentral DEMS Standard, CommandCentral DEMS Plus, or VideoManager EL Cloud device license(s) are included in the contract, the Smart Dock(s) will be utilized to configure each SVX as a body camera.

Motorola Responsibilities

- Configure SVX(s) within Motorola's Cloud Evidence Management System.
- Check out SVX(s) and create a test recording.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for up to 25% of purchased SVX(s).
- Provide a demonstration of client software.

Customer Responsibilities

- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.
- The Customer will verify whether the Smart Docks(s) are connected to their network.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for the remainder of purchased SVX(s).

V700 Body Camera Configuration (if applicable)

The Transfer Station(s) will be utilized to configure each V700 body camera according to the Business Process Review. In order for this process to be successfully completed, each Transfer Station must be connected to Motorola's Cloud Evidence Management Solution through the Customer's internet connection.

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Configure body camera(s) within the digital evidence management system.
- Check out body camera(s) and create a test recording.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for up to 25% of purchased V700(s).
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

The Customer vehicles must be available for the FE to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed.

If the Customer requires the FE to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. The following table shows the number of ICVs an FE is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1:Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30

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Number of ICV Purchased	Number of ICV to Test
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- The FE will verify whether the AP(s) are properly installed and connected to the network for in-car video system WiFi upload (if applicable).
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.

Motorola-Certified Installer Responsibilities (if applicable)

These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

- Complete the installation of ICV hardware in Customer provided vehicles.
- Complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- Install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Installation of Access Point(s) (APs) if provided by Motorola for in-car video system WiFi upload (if applicable).

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles.

M500 Automatic License Plate Recognition (ALPR) Configuration (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an M500 in-car video system interfaces with the VehicleManager database.

Motorola Responsibilities

- Create a Customer account in the VehicleManager system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the VehicleManager Quickstart Guide.
- Provide Mobile ALPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

Interview Recording System Configuration (if applicable)

When installation services are included as part of the contract, the Motorola-certified installer will complete the installation of the Interview Recording System(s) within the Customer-provided location(s).

The Customer location(s) must be available for the Motorola Resource and/or contracted third party to complete the configuration and testing of the contractual number of systems. If the Customer does not have all locations available during the agreed upon date and time, the Customer may opt to sign-off on the number of configurations completed. If the Customer requires the Motorola Resource and/or contracted third party to complete the full contractual number of systems at a later date and time, additional cost may be incurred.

Motorola Responsibilities

- Create configuration USB used to complete hardware configuration and validation.
- Conduct configuration and testing of system(s).
- Complete configuration on a single system, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining configurations.
- Complete remaining contracted system configurations.
- Test a subset of completed hardware configurations.
- When installation services for Motorola-certified installer are in the contract, complete the installation of the Interview Recording System (if applicable).

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Customer Responsibilities

- When installation services are being provided by the Customer, complete the installation of the Interview Recording System (if applicable).
- Provide Motorola with remote connection and access credentials to complete hardware configuration.
- Notify Motorola of the installation location.
- Coordinate and schedule date and time for hardware configuration(s).
- Make hardware available to Motorola for configuration and testing in accordance with the Project Schedule.

Motorola Deliverables

- Complete the Deployment Checklist and testing as it applies to the proposed solution.

SOFTWARE AND CONFIGURATION

CommandCentral DEMS (if applicable)

CommandCentral DEMS software is a cloud solution that does not require an onsite server. Section 3.2 does not apply to existing Motorola customers using VideoManager EL Cloud.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure CommandCentral DEMS software.
- Based on Customer feedback, perform the following activities:
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral DEMS.
- Ensure training POC can access the system.

Customer Responsibilities

- Supply access and credentials to Customer’s Active Directory for the purpose of Motorola conducting CommandCentral DEMS provisioning.
- Respond to Motorola’s inquiries regarding users, groups, and agency mapping to CommandCentral DEMS.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.
- Verify traffic can be routed through Customer’s firewall and reaches end-user workstations.

DATA MIGRATION SERVICES (IF APPLICABLE*)

The Customer is responsible for partitioning data to be converted from Motorola on-premises digital evidence management system, or Customer’s Non-Motorola Digital Evidence Management System to Motorola’s cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete. *Data Migration Services may be subject to additional fees.

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Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide 24/7 remote access to partitioned data to be migrated.
- Customer hardware or virtualization environment will be the sole responsibility of the Customer to troubleshoot and resolve issues.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

Motorola On-Premises Evidence Management System (if applicable)

Motorola supports data migration of digital assets and associated metadata from our on-premises evidence management systems, Evidence Library 4 and VideoManager EL On-Prem (formally known as Evidence Library 5), to Motorola's cloud solution.

Motorola Responsibilities

- Verify compatible platform(s) and upgrade if applicable

Customer Responsibilities

- Provide internet connectivity from on-premises server to destination resources

Non-Motorola Evidence Management System (if applicable)

Motorola will perform data migration of digital assets and associated metadata from the Customer's Non-Motorola Evidence Management system to the new Motorola Cloud Evidence Management System.

Motorola Responsibilities

- Facilitate the method of obtaining and consuming the data
- Review data in the Motorola systems with the customer

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the Non-Motorola digital evidence management system.
- Provide internet connectivity from on-premises server to destination resources, if applicable.
- Provide API connection to the source, if applicable
- Provide data and metadata information in a readable and consumable format
- Assist with mapping metadata information into Motorola system

INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's Cloud Evidence Management System and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system.

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Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the third-party system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide hardware to run any required interface components for on-prem interfaces when required.
- Provide sample data and information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or non-functional interface. Providing Motorola with this information early in the deployment process, will potentially allow us to mitigate these issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

ON-SITE TRAINING

Instructor-led courses are based on products purchased and the Customer's Education Plan. On-site instructor-led classes will utilize the Customer's hardware and software in order to provide the best training environment. This will allow the Customer to engage in an environment that has been configured and deployed in alignment with this SOW.

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Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer’s Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the assigned Motorola Resource demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.

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ASSUMPTIONS

This SOW is based on the following list of assumptions:

- Motorola's Cloud Evidence Management System must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
  - If Microsoft Entra ID is not utilized by the Customer, Motorola will provide a free version of Entra ID for user authentication to the application.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for SVX when used as a body camera:
  - 5 Mbps + 3 Mbps per additional device.
    - This assumes it will take 8 hours to upload 5 GB of video on a device.
  - 40-50 Mbps per concurrent uploading device.
    - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying their own Access Point for ICV WiFi upload, it must be 5 GHz 802.11n compatible.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

STATE OF NEBRASKA CONTRACT AWARD

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

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

PAGE	ORDER DATE
1 of 1	10/28/24
BUSINESS UNIT	BUYER
9000	MATTHEW CADDY (AS)

VENDOR NUMBER: 502529

VENDOR ADDRESS:

MOTOROLA SOLUTIONS INC
500 W MONROE ST
CHICAGO IL 60661-3671

CONTRACT NUMBER
16087 OC

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

NOVEMBER 1, 2024 THROUGH JUNE 30, 2028

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

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

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

Contract to supply and deliver Public Safety Video Systems to the State of Nebraska.

Awarded from State of Oklahoma, Office of Management & Enterprise Services Master Agreement OK-MA-145-21-500, in conjunction with NASPO ValuePoint, effective April 24, 2024.

Motorola's NASPO ValuePoint page: https://www.naspovaluepoint.org/portfolio/public-safety-video-systems-2023-2028/motorola-solutions-inc/

Vendor Point of Contact
Name: Hannah Karr
Phone: 925-848-1676
E-Mail: Hannah.Karr@nebraska.gov

Categories Available Under this Contract:
Category 1: Body Worn Video Cameras and Recording Devices
Category 2: Vehicle Mounted Video and Recording Devices
Category 3: Automated License Plate Readers and Recording Devices
Category 4: Interview/Interrogation Room Video and Recording
Category 5: Video Storage, Data Security, Software and Peripherals

Participating Addendum as Attached (MC, 10/28/2024)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	PUBLIC SAFETY VIDEO SYSTEMS	500,000.0000	$	1.0000

DS
RT

DocuSigned by:
Matthew Caddy 10/31/2024
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BUYER

DocuSigned by:
11/1/2024
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MATERIEL ADMINISTRATOR

Docusign Envelope ID: F192892B-B373-4053-B115-A1CCD06DFD57

Participating Addendum Number 16087 OC
for
PUBLIC SAFETY VIDEO SYSTEMS (2023-2028)
between
STATE OF NEBRASKA
and
MOTOROLA SOLUTIONS, INC.

This Participating Addendum is entered into by the State of Nebraska ("Participating Entity") and the following Vendor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number OK-MA-145-21-500, executed by Vendor and the State of Oklahoma ("Lead State") for Public Safety Video Systems (2023-2028) ("Master Agreement"):

Motorola Solutions, Inc.("Vendor")
500 W. Monroe St
Chicago, IL 60661

I. PARTICIPATING ADDENDUM CONTACTS.

Vendor's contact for this Participating Addendum is:

Hannah Karr
Hannah.karr@motorolasolutions.com
(925) 848-1676

Participating Entity's contact for this Participating Addendum is:

Matthew Caddy
Procurement Contracts Officer
Matthew.Caddy@nebraska.gov
(402) 471-1428

II. TERM. This Participating Addendum is effective as of the date of the last signature below or November 1, 2024, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Vendor becomes aware that an entity's use of this Participating Addendum is not authorized, Vendor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with Participating Entity's laws.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Vendor and Participating Entity and Purchasing Entities.

a. **Products.** All products available through the Master Agreement may be offered and sold by Vendor to Purchasing Entities.

b. **Services.** All services available through the Master Agreement may be offered and sold by Vendor to Purchasing Entities.

c. **Vendor Partners**. All subcontractors, dealers, distributors, resellers, and other partners identified on Vendor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Vendor will ensure that the participation of Vendor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

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Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Vendor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Vendor's participating addenda with other participating entities or Vendor's Master Agreement with the Lead State.

VI. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. *Identified in Attachment A*

VIII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Vendor agrees to comply with the requirements set forth therein.

IX. INFORMATION TECHNOLOGY STANDARDS. *Identified in Attachment A*

X. ATTACHMENTS. This Participating Addendum includes the following attachments:

a. Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions

XI. NOTICE. Any notice required herein shall be sent to the following:

For Vendor:

Hannah Karr
Hannah.karr@motorolasolutions.com
(925)848-1676

For Participating Entity:

Matthew Caddy
Procurement Contracts Officer
Matthew.Caddy@nebraska.gov
402-471-1428

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Vendor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. **T**he Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

VENDOR:

Signed by:
75F6346A422D40E...
Signature

Brian Flynn
Printed Name

Area Sales Manager
Title

10/29/2024
Date

PARTICIPATING ENTITY:

DocuSigned by:
B5D0C0E230ED490...
Signature

Michelle Potts
Printed Name

Materiel Administrator
Title

11/1/2024
Date

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Attachment A

I. State of Nebraska Terms and Conditions

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting Participating Addendum will be posted to a public website managed by DAS, which can be found at http://statecontracts.nebraska.gov.

A. GENERAL

The Participating Addendum shall incorporate the following documents:

1. Participating Addendum
2. Lead Entity Master Agreement/Contract and all associated documents
3. Amendments/Addendums.

These documents constitute the entirety of the Participating Addendum.

Any ambiguity or conflict in the Participating Addendum discovered after execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established by the State of Nebraska.

B. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

C. DISCOUNTS

Prices quoted shall be inclusive of ALL available trade discounts.

D. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the Vendor, F.O.B. destination. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

The State will be given full proportionate benefit of any decreases for the term of the contract.

E. AMENDMENTS

This Participating Addendum may be amended in writing, within scope, upon the agreement of both parties.

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F. SUBSEQUENT AMENDMENTS

The Vendor and the State of Nebraska agree that any amendments executed by the Vendor and the Lead State subsequent to the execution of this Participating Addendum ("Subsequent Amendments") are not agreed to by the State of Nebraska until the State of Nebraska agrees in writing. The Vendor shall not be required to sign or provide written consent for the State to execute or incorporate any Subsequent Amendments.

G. BEGINNING OF WORK & SUSPENSION OF SERVICES

The Vendor shall not commence any billable work until a valid contract or other applicable binding document has been fully executed by the State and the successful Vendor; or a purchase order has been issued by the State. The Vendor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

H. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or participating addendum specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Non-Compliance Notice or Contract Compliance Request in accordance with such notice or request.

I. NOTICE OF POTENTIAL VENDOR BREACH

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the Vendor's point of contact with acknowledgement from the Vendor, 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 default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies and protections.

K. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

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L. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

1. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

Q. FORCE MAJEURE

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be

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breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

S. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.

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

3. The State may terminate the contract, in whole or in part, immediately for the following reasons:

   a. if directed to do so by statute,
   b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
   c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,
   d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,
   e. an involuntary proceeding has been commenced by any Party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
   f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
   g. Vendor intentionally discloses confidential information,
   h. Vendor has or announces it will discontinue support of the deliverable; and,
   i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

Upon contract closeout for any reason the Vendor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data, unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract,

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5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

U. PROHIBITED PRODUCTS

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

V. AMERICANS WITH DISABILITIES ACT

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

II. VENDOR DUTIES

A. INDEPENDENT VENDOR / OBLIGATIONS

It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor's representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Vendor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,

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4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

Vendor shall insure that the terms and conditions contained in any contract with a subcontractor do not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C. EMPLOYEE WORK ELIGIBILITY STATUS

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

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this participating addendum.

E. COOPERATION WITH OTHER VENDORS

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on same or different projects.

F. INSURANCE REQUIREMENTS

The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor must, throughout the term of the contract, either:

1. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Vendor has verified that each subcontractor has the required coverage; or,

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2. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Vendor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within three (3) years of termination or expiration of the contract, the Vendor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and three (3) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, the Vendor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. **WORKERS' COMPENSATION INSURANCE**
   The Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State.**

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**
   The Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Vendor and the amounts of such insurance shall be the limits stated hereinafter.

   The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory**. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$ 5,000,000
Products/Completed Operations Aggregate	$ 5,000,000
Personal/Advertising Injury	$ 5,000,000 per occurrence
Bodily Injury/Property Damage	$ 5,000,000 per occurrence
Medical Payments	$10,000 any one person
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	$1M/ $1M/ $1M
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$ 5,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
CYBER/ PROFESSIONAL LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$5,000,000 Per claim and Annual aggregate

3. **EVIDENCE OF COVERAGE**
The Vendor shall furnish a certificate of insurance coverage, complying with the above requirements prior to beginning work, via email to the state's Primary Contact listed on this Participating Addendum.

These certificates shall reference the contract number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Vendor to maintain such insurance, then the Vendor shall be responsible for all reasonable costs properly attributable thereto.

Thirty (30) day notice of cancellation on the Commercial General Liability, Automobile Liability, and Workers' Compensation policies must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. **DEVIATIONS**
The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Vendor.

G. CONFLICT OF INTEREST
By signing, Vendor certifies that no relationship exists between the Vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this participating addendum.

Vendor further certifies that Vendor will not employ any individual known by Vendor to have a conflict of interest nor shall Vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

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If there is an actual or perceived conflict of interest, Vendor shall provide a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject.

H. SITE RULES AND REGULATIONS

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

I. ADVERTISING

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

J. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection II.J.3 (below) and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

K. DISASTER RECOVERY/BACK UP PLAN

The Vendor shall have the disaster recovery and back-up plan submitted with the bid, of which a copy should be provided upon request to the State.

L. DRUG POLICY

Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

M. ADMINISTRATIVE FEE/REBATE

The Vendor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to one-quarter of one percent (0.25% or 0.0025) the net sales (net of any returns, credits, or adjustments) under this Addendum for the period. Payments shall be made in accordance with following schedule:

Period End	**Fee Due**
December 31	January 31
March 31	April 30
June 30	July 31

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September 30 October 31

N. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION
All administrative fees/rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 190
Lincoln, NE 68508

O. REPORTS
The Vendor agrees to provide a utilization report, reflecting new sales to the State during the requested period, less any credits. The report will be provided in secure electronic Excel format and submitted electronically to the State as listed below.

The Vendor shall provide to the State of Nebraska, via email to the state's Primary Contact listed on this Participating Addendum, the reports containing at a minimum the following information pertaining to State of Nebraska agencies, boards, commissions, and political subdivisions utilization:

State of Nebraska Contract Number
Ordering Entity
Purchase order number,
Description,
Quantity; and
Price.

P. TIME IS OF THE ESSENCE
Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)
Pursuant to Neb. Rev. Stat. § 81-2403, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Nonnegotiable)
The State is not required to pay taxes and assumes no such liability as a result of this participating addendum. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. INVOICES
Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.

D. INSPECTION AND APPROVAL
Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

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The State and/or its authorized representatives shall have the right to enter any premises where the Vendor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Nonnegotiable)

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (Nonnegotiable)

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Vendor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

R E S O L U T I O N 2026-133

WHEREAS, the City approved the Grand Island Police Department's budget authority to purchase police in car camera systems and body worn cameras (BWC) for documentation, reporting, and evidence collection; and

WHEREAS, the Grand Island Police Department requests to purchase the following in car camera systems with included BWCs, priced under state contract 16087(oc),

QTY 9 – M500 Watchguard in car cameras from Motorola Solutions,
QTY 9 – V700 Watchguard BWCs from Motorola Solutions,

WHEREAS, the additional in car cameras and BWCs systems will be used in the upfit of the nine (9) new police patrol vehicles purchased in FY26, and

WHEREAS, the Police Department wishes to purchase nine (9) M500 Watchguard in car camera systems with included nine (9) V700 Watchguard BWCs from Motorola Solutions for a total of $125,178.00. These purchases will be funded using the Vehicle Capital Expenditure funds approved for FY26.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the purchase of nine (9) M500 Watchguard in car camera systems with included nine (9) V700 Watchguard BWCs from Motorola Solutions) using the state contract 16087(oc), for a total cost of $125,178.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 26, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 6.m.

Subject: #2026-134 - Approving the Nebraska State Radio System Interlocal Agreement

Staff Contact: Jon Rosenlund

BACKGROUND:

The Grand Island / Hall County Emergency Management had received a federal grant regarding upgrading/replacing land mobile radio assets. It is the intent to join the State Radio System, allowing all Hall County users to have wider coverage and state wide communication, as well as back up communications in a disaster.

DISCUSSION:

Grand Island / Hall County Emergency Management Department will have complete ownership, operation, and maintenance control in regard to Hall County users and equipment property. This system will improve interoperable radio use/communications with other local, county, state, federal jurisdictions outside Hall County Public Safety Emergency Response agencies. This also allows for greater redundancy with regards to public safety communications.

Grand Island / Hall County EM will enter into a MOU regarding interlocal cooperation in sharing certain land mobile radio assets. The OCIO's IT Manager for Public Safety Communications is the agreement administrator in accordance with Neb. Rev. Stat. §13-804(4)(a). Grand Island / Hall County reserves the right to terminate agreement as any time as stated in MOU agreement.

FISCAL IMPACT: Any expenses are already figured in the Radio equipment/maintenance budget

ALTERNATIVES: Refer to Committee; Postpone the issue to future date; Take no action on issue

RECOMMENDATION: Recommend City Council to approve the resolution to join the Neb.

State Radio System MOU

SAMPLE MOTION: Move to approve Nebraska State Radio System Interlocal MOU

ATTACHMENTS:
1. Agreement
2. Resolution

INTERLOCAL COOPERATION AGREEMENT
FOR
LAND MOBILE RADIO ASSET SHARING

This interlocal cooperation agreement is between the NEBRASKA OFFICE OF THE CHIEF INFORMATION OFFICER, an agency of the State of Nebraska **("OCIO"),** the NEBRASKA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska **("NPPD";** together with OCIO, the **"System Operating Group"),** and Hall County, a political subdivision of the State of Nebraska **("Hall County").**

Recitals:

WHEREAS, pursuant to an interlocal cooperation agreement, OCIO and NPPD jointly own and operate a land mobile radio system known as the Statewide Radio System (the **"SRS");** and

WHEREAS, the SRS is jointly operated and maintained by OCIO and NPPD through participation in an operational entity known as the System Operating Group; and

WHEREAS, Hall County owns and operates a land mobile radio system serving its users; and

WHEREAS, pursuant to the Nebraska lnterlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 through 13-827), the parties have determined that it is in the best interest of the public to enter into this agreement for the purpose of sharing certain land mobile radio assets.

NOW, THEREFORE, the parties agree as follows:

1. **Asset Sharing.** (a) The System Operating Group will allow Hall County and its users to operate on the SRS. Use of the SRS is subject to the terms contained in the Statewide Radio System Infrastructure Sharing service description in the service catalog linked at https://cio.nebraska.gov/legal/.

(b) Hall County will allow the System Operating Group and its users to operate on Hall County's land mobile radio system.

(c) The parties agree that the sharing of these assets will be at no cost to either party. Hall County is responsible for the costs of connecting its land mobile radio system to the SRS.

(d) The parties may add or replace subscriber equipment, towers, RF channels, consoles, and any other related infrastructure the owning or controlling party deems necessary or appropriate without consent from the other party, but such additions or replacements will be coordinated with the other party in such a manner so as to minimize interference with or interruption of the use of the equipment or other assets. Each party will be responsible for maintaining their applicable licenses or other authorizations necessary to operate their respective assets. No party shall be responsible for another party's cost of replacement equipment in part, pro rata share, or other cost based on their participation in this interlocal agreement.

(e) Each party will be responsible for their own costs associated with execution and operation of this agreement, and no party will gain or acquire an ownership or equitable interest in the equipment or assets of the other party as a result of this agreement. Each party shall be responsible for repairs, maintenance, upkeep, improvements, and upgrade costs for their own equipment.

(f) Each party shall be responsible for compliance with all applicable laws, rules, regulations, ordinances, adjudications, and orders of the Federal Communications Commission and shall cooperate with each other to maintain such compliance.

2. **Termination.** Either party may terminate this agreement for any reason upon 180 days' prior written notice to the other party. In the event of termination, all sharing of assets will cease on the date of termination.

3. **Agreement Administrator.** The OCIO's IT Manager for Public Safety Communications is the agreement administrator for purposes of Neb. Rev. Stat. § 13-804(4)(a).

4. **Amendment.** Any amendment to this agreement must be made in writing and signed by a duly authorized representative of each party.

5. **Relationship of the Parties.** The parties are not creating a separate legal or administrative entity. The parties are not creating a joint entity. The parties are not joint employers for any purpose under this agreement, and each party will be solely responsible for all wages, benefits, workers' compensation coverage (or self-insurance), other insurance coverage, or other costs of or compensation to its respective employees, agents or subcontractors. Each party is responsible for the acts or omissions of its own officers, employees, subcontractors or any agent in connection with the performance of this agreement.

6. **Real and Personal Property.** Each party will maintain ownership and control over all real and personal property currently owned or controlled by such party. In no event will any asset sharing granted by this agreement constitute a conveyance or participation in ownership or control of such property. The parties will not jointly purchase any real or personal property as part of this agreement. At the time of termination of this agreement, each party may dispose of its real and personal property in accordance with the party's own disposal procedures.

7. **Non-Discrimination.** In accordance with the Nebraska Fair Employment Practice Act (Neb. Rev. Stat.§§ 48-1101 through 48-1125), the parties agree that they, and their subcontractors, will not discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, or national origin.

8. **Governing Law.** This agreement will be governed, construed, and enforced in accordance with the laws of the State of Nebraska.

9. **Counterparts.** This agreement may be signed in counterparts, each of which may be deemed an original but all of which constitute one and the same instrument.

10. **Effective Date.** This agreement will become effective following the approval by the governing bodies of each of the parties hereto and the signing of this agreement by the duly authorized representatives of each of the parties.

[SIGNATURE PAGE FOLLOWS)

NOW THEREFORE, each party hereby signs this agreement pursuant to lawful authority on the date indicated.

System Operating Group

NEBRASKA OFFICE OF THE CHIEF INFORMATION OFFICER

Date: April 9th, 2026

By: _____

Noah Finlan
CFO/COO/Deputy Director

NEBRASKA PUBLIC POWER DISTRICT

Date: April 23, 2026

By: _____

Patrick Hanrahan
NPPD Director of Telecommunications

Hall County

Hall County

Date: _____

By: _____

Roger Steele
Grand Island Mayor

Hall County

Hall County

Date: _____

By: _____

Ron Peterson
Hall County Board Chair

R E S O L U T I O N 2026-134

WHEREAS, the Grand Island / Hall County Emergency Management Department owns, operates and maintains a land mobile radio system serving Hall County users; and

WHEREAS, the Grand Island / Hall County Emergency Management Department have determined that it is in the best interest of Hall County public to enter into this State Radio System (SRS); and

WHEREAS, the Grand Island / Hall County Emergency Management Department will share certain land mobile radio assets; and

WHEREAS, the Grand Island / Hall County Emergency Management is responsible for the costs of connecting its land mobile radio system to the SRS; and

THEREFORE, BE IT RESOLVED that the Grand Island / Hall County Emergency Management Department will enter an interlocal cooperation agreement with the OCIO and NPPD in regard to SRS use cooperation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperation Agreement for Land Mobile Radio Asset Sharing is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 26th 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 6.n.

Subject: #2026-135 - Approving Purchase of a Security System for Heartland Events Center

Staff Contact: Patrick Brown

BACKGROUND:

The Heartland Events Center needs to install security cameras and door access controls. There will be 59 security cameras and 8 door access controls installed to secure the facility. The security cameras will cover the interior and exterior of the building. The security cameras and door access controls are necessary for staff safety and security at the facility.

DISCUSSION:

The Heartland Events Center currently has temporary security cameras installed. The security cameras do not provide adequate coverage of the facility. By replacing the security cameras with a robust security system, this system will provide sufficient visual coverage along with door securities allowing staff to monitor the facility with more effectiveness and efficiency. Door access controls will allow staff to properly secure goods and equipment within the facility and monitor who is accessing the secure locations.

CEI has been a trusted partner for the City dating back over 20 years. They are based out of Hastings, NE and have technicians in and around Grand Island daily making service appointments very timely and affordable. CEI Security & Sound is the City's designated single source provider for security camera and door access control purchases and installation for all of the City's security systems.

FISCAL IMPACT: The cost of this project is quoted at $135,165.00 and will be paid out of 20802004-9999

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 purchase of the Security System from CEI Security and Sound for the Heartland Events Center.

SAMPLE MOTION: Move to Approve as recommended.

ATTACHMENTS:

1. Quote-Cameras
2. Quote-Access Control
4. Resolution

COMMUNICATIONS ENGINEERING, INC.
CEI SECURITY AND SOUND
1000 East 2nd
Hastings, Nebraska 68901

Proposal

Date	Estimate No.
4/27/2026	3697

Name/Address

City of Grand Island
PO Box 1968
Grand Island, NE 68802-1968

Description	Qty	Rate	Total
Heartland Event Center Cameras			
Alta AWA-CLD-1Y Aware License 1 year	59	133.00	7,847.00
Alta 360-W-30 Ava 12MP 360 camera	34	1,151.00	39,134.00
Alta 5.0C-H6SL-D1-IR-30 5MP H6SL Indoor dome w/IR 30 days	11	775.00	8,525.00
Alta 16.0C-H6ADH-DO1-IR-30 2x 8MP, 30 Day, Outdoor, H6A Dual Head camera	6	2,036.00	12,216.00
Alta 24C-H5A-3MH-30 270 degree 30 days	7	2,271.00	15,897.00
Alta 5.0C-H6SL-BO1-IR-30	1	1,057.00	1,057.00
Camera accessories			
Avigilon NPTA-1201, 1.5 inch NPT Adapter for Dual Head Cameras	3	64.00	192.00
Avigilon WLMT-1021 Pendant mount, 1.5NPT, for H6A dome with pendant adapter, H6A-MT-NPTA1	3	96.00	288.00
Avigilon H5AMH-DO-COVR1 Cover for a Multi-sensor camera	7	183.00	1,281.00
Avigilon H5AMH-AD-PEND1 Pendent Adapter for a Multi-sensor camera	7	183.00	1,281.00
Avigilon NPTA-1001 Pendant adapter	4	58.00	232.00
Avigilon WLMT-1001 Wall Mount for large pendant camera	3	111.00	333.00
Avigilon CRNMT-1001 Corner Mount for pendant wall mount	3	133.00	399.00
CAT6- Plenum Cable	10,000	0.48	4,800.00
Netgear GS728TPP 24 Port POE 384W	3	708.00	2,124.00
Clinton CE-CP6W 3' to 5'9" Telescoping camera pole	6	50.00	300.00
Lift rental	1	750.00	750.00
Installation materials	1	150.00	150.00
Installation	180	100.00	18,000.00

Upon Acceptance of this proposal, 50% is due, unless other arrangements have been made. Upon receipt of payment, work will then be scheduled.
We appreciate your business!

This proposal is valid for 14 days unlerss otherwise noted.

Accepted by: _____
Date: _____

kevin@ceisecurityandsound.com
phone/fax 402-463-7330

Subtotal	$114,806.00
Sales Tax (0.0%)	$0.00
Total	$114,806.00

COMMUNICATIONS ENGINEERING, INC.
CEI SECURITY AND SOUND
1000 East 2nd
Hastings, Nebraska 68901

Proposal

Date	Estimate No.
4/27/2026	3696

Name/Address

City of Grand Island
PO Box 1968
Grand Island, NE 68802-1968

Description	Qty	Rate	Total
Heartland Event Center Access Control			
SYS-4ENT-DVE1 Core Series 4 port 12/24V Smart Hub, 4 entry capacity. Power supply: FPV series, E1 enclosure	4	1,549.00	6,196.00
HES 1500C-630-LMS, Electric Strike W/ Latch and Strike monitor	3	564.00	1,692.00
Electrified kit for panic doors	5	750.00	3,750.00
OP-RKP-STND, Standard Smart Keypad Reader V2, black, low and high frequency version	8	400.00	3,200.00
Alta SW-PRM-P10 Premium: Pack of 10 entries. Annual license	1	1,566.00	1,566.00
22-6 shielded plenum	1,000	0.39	390.00
18-4 Plenum wire	1,000	0.45	450.00
CAT6- Plenum Cable	500	0.48	240.00
Installation materials	1	125.00	125.00
Installation	1	2,750.00	2,750.00

Upon Acceptance of this proposal, 50% is due, unless other arrangements have been made. Upon receipt of payment, work will then be scheduled.
We appreciate your business!

This proposal is valid for 14 days unlerss otherwise noted.

Accepted by: _____
Date: _____

kevin@ceisecurityandsound.com
phone/fax 402-463-7330

Subtotal	$20,359.00
Sales Tax (0.0%)	$0.00
Total	$20,359.00

R E S O L U T I O N 2026-135

WHEREAS, the City has used the services of CEI Security & Sound for over 20 years, most recently with cameras and door access control at City Hall, Police Substation, and City Library; and

WHEREAS, the Heartland Events Center needs to install a robust security system; and

WHEREAS, CEI Security & Sound is the single source provider for the City's security systems; and

WHEREAS, the City will purchase the security system from CEI for $135,165.00 for Heartland Events Center.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a Security System be awarded to CEI Security and Sound in the amount of $135,165.00 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 26, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 7.a.

Subject: Public Hearing Request from Caguama Station, LLC, dba Caguama Station, 2105 W. 2nd Street, Grand Island, Nebraska for a Class "C" Liquor License

#2026-136 - Approving Request from Caguama Station, LLC, dba Caguama Station2105 W. 2nd Street, Grand Island, Nebraska for a Class "C" Liquor License and Liquor Manager Designation for Amanda Sanchez, 504 Kennedy Place, Grand Island, Nebraska

Staff Contact: Jill Granere

BACKGROUND: Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

Declared Legislative Intent
It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:

1. To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
2. To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
3. To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

DISCUSSION: Caguama Station, LLC, dba Caguama Station 2105 W. 2nd Street, Grand Island, Nebraska for a Class "C" Liquor allows for sale of alcohol on and off sale only inside the corporate limits of the city.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments. See attached Police Department report.

Also submitted was a request for Liquor Manager Designation for Amanda Sanchez, 504

Kennedy Pl, Grand Island, Nebraska upon completion of a state approved server/seller training program. Staff recommends approval of the liquor license contingent upon final inspections and liquor manager designation for Amanda Sanchez, 504 Kennedy Pl contingent upon the completion of the server/seller training program.

FISCAL IMPACT: There is no fiscal impact.

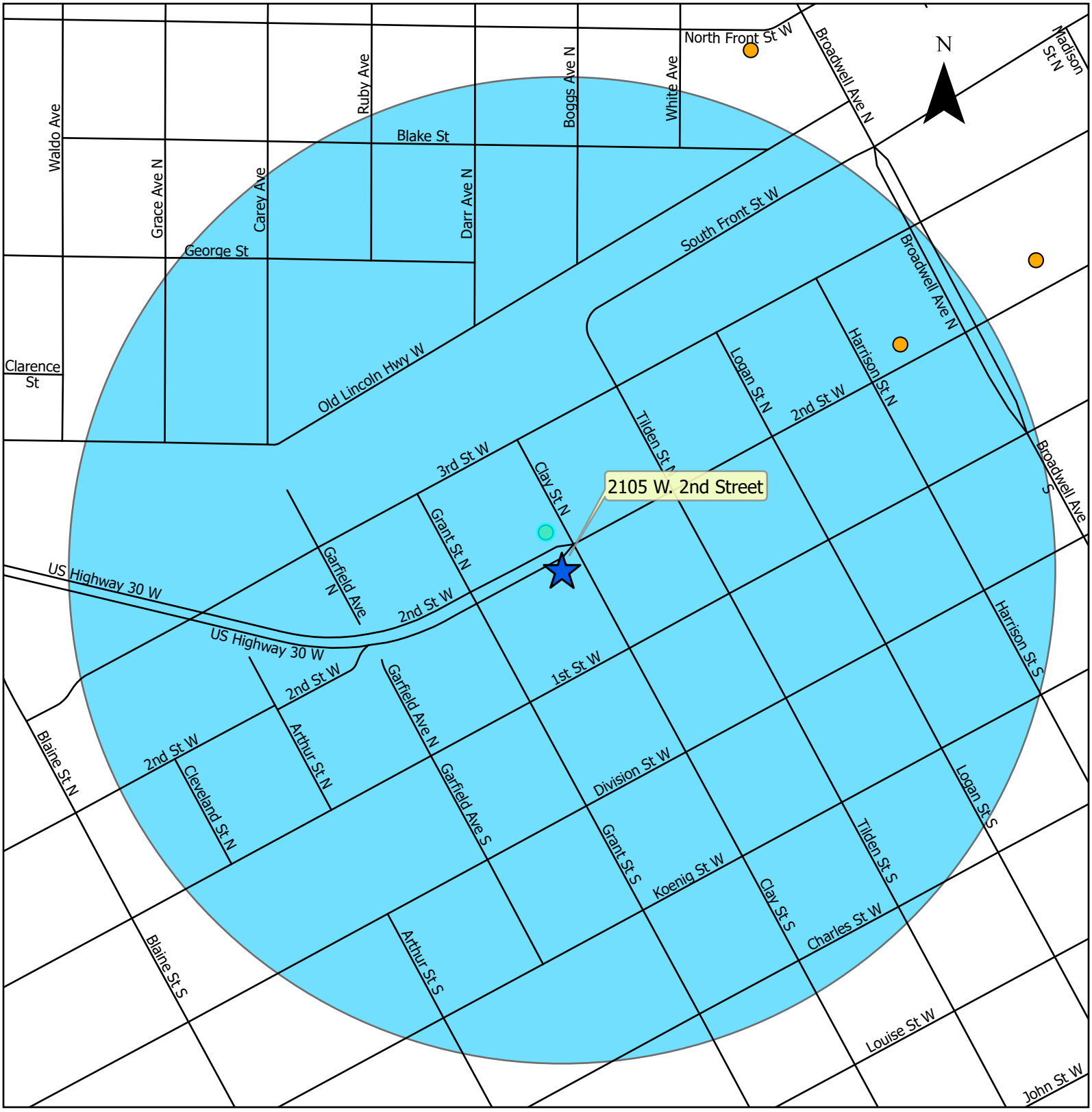
ALTERNATIVES: It appears that the Council has the following alternatives concerning the issue at hand. The Council may:
1. Move to approve
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue presented in this motion.

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

SAMPLE MOTION: Move to approve a Class "C" Liquor License for Caguama Station, LLC, dba Caguama Station 2105 W. 2nd Street, Grand Island, Nebraska for a Class "C" Liquor License and Liquor Manager Designation for Amanda Sanchez, 504 Kennedy Place, Grand Island, Nebraska

ATTACHMENTS:
1. Map
2. Police Report
4. Resolution

Liquor License Application
Class "C": Caguama Station, LLC



Legend

2105 W 2ND ST

License Type

- Non-Class C Liquor Licenses
- Class C Liquor Licenses

0 200 400 Feet

P:\MXD_Files\ArcGIS_Pro\Liquor_Liciense\Liquor_License.aprx

Grand Island Police Department

Officer Report for Incident L26051270

Nature: Liquor Lic Inv
Location: PCID

Address: 2105 2ND ST W
Grand Island NE 68803

Offense Codes:
Received By: Dvorak T
How Received: T
Agency: GIPD
Responding Officers: Dvorak T
Responsible Officer: Dvorak T
Disposition: CLO 05/19/26
When Reported: 14:52:23 05/12/26
Occurred Between: 14:52:23 05/12/26 and 14:52:23 05/12/26

Assigned To:
Detail:
Date Assigned: **/**/**
Status:
Status Date: **/**/**
Due Date: **/**/**

Complainant:
Last:
First:
Mid:
DOB: **/**/**
Dr Lic:
Address:
Race:
Sex:
Phone:
City: ,

Offense Codes

Reported:
Observed:

Circumstances

LT07 LT07 Convenience Store

Responding Officers:
Dvorak T

Unit :
309

Responsible Officer: Dvorak T
Received By: Dvorak T
How Received: T Telephone
When Reported: 14:52:23 05/12/26
Judicial Status:
Misc Entry:

Agency: GIPD
Last Radio Log: **:**:** **/**/**
Clearance: CL CL Case Closed
Disposition: CLO **Date:** 05/19/26
Occurred between: 14:52:23 05/12/26
and: 14:52:23 05/12/26

Modus Operandi:
Description :
Method :

Involvements

Date	Type	Description	
05/12/26	Name	Sanchez, Amada Lucia	owner/manager

05/12/26	Name	Caguama Station II,	location

Narrative

309 2nd Location for Caguama Station

Caguama Station LLC, owned and operated under the same name by Amada Sanchez, has applied to open a second liquor store location at the site of the former Conoco One Stop at 2105 W 2nd Street.

_____

Responsible LEO:

_____

Approved by:

_____

Date

Supplement

309 Caguama Station II

Amada Sanchez, owner of Caguama Station LLC, has applied to receive a Class C liquor license; beer, wine and distilled spirits, on and off sale; for a proposed second location for Caguama Station liquor store. The site is the former Conoco One Stop, at 2105 W 2nd Street. Sanchez will be the liquor manager if approved.

I approved Amada for her first liquor license in June of 2024, at 406 W 4th Street. I noted that in her initial filing, she was approved for a Class I license, off sale only, which makes sense for a package liquor store. I was concerned for the change to on and off sale for this new location, given the size of the space and the location on that portion of W Second Street which is a haven for Grand Island's population of unhoused persons.

I only performed a background check for the period since I first investigated Amada Sanchez for the Caguama Station on 4th Street. I noted that in the first application, Sanchez listed a spouse. In this current application, no spouse is listed. In the State of Nebraska NCJIS files I located a Dissolution of Marriage entry from October/November of 2024. In local files I found two traffic stops, but no convictions. There were no disturbances or nuisance calls to the 4th Street location. No new civil processes, such as liens, judgements and bankruptcies were listed on a paid website that I utilize for these background checks.

NSP Investigator Suchsland and I met with Sanchez, at the 2nd Street location, on May 7th. We asked Amada to explain why she decided on a Class C designation for her new store. She assured us that she is not planning to run a "bar or lounge" type setting, however, she does want the flexibility to offer tastings and host special events in the store on occasion. She mentioned she may file to change her original location to Class C for the same reason. She mentioned that HyVee liquor and Beer, Wine and Spirits do the same.

Suchsland advised me that he had issued Sanchez an administrative violation last year, when he did a premises inspection, and found that Amada was selling alcohol that was not purchased from a distributor. Todd advised that she has spot checked the 4th Street store since that time, and found no repeated violations.

Sanchez said she will work both locations, if approved, and said she will have two or three employees, that include her brother and sister-in-law. Amada said she wants to have tobacco sales as well. However, the gaming machines that we observed in the store are not hers, and belong (or were leased) to the previous owner. She does not plan to apply to continue gaming operations, because she does not want to encourage people hanging out. We discussed the unique location concerns with the Conoco, Residence Suites and Courtesy Court Motels in the immediate vicinity. Sanchez said she will have a surveillance system in place, with both interior and exterior cameras.

Suchsland covered Commission related concerns. I stressed cooperation and communication with GIPD. I told Amada that, other than the one violation for non distributor alcohol, she must be doing something right because there were no local entries at the 4th Street location for anything that would affect this application.

The Grand Island Police Department does not object to Caguama Station LLC; DBA as Caguama Station II, being issues to Class C liquor license for the location at 2105 W 2nd Street, and do not object to Amada Sanchez/owner, being designated as the liquor manager.

R E S O L U T I O N 2026-136

WHEREAS, an application was filed by Caguama Station, LLC, dba Caguama Station, 2105 W. 2nd Street, Grand Island, Nebraska for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on May 16, 2026; such publication cost being $12.10; and

WHEREAS, a public hearing was held on May 26, 2026 for the purpose of discussing such liquor license application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

BE IT FURTHER RESOLVED, that the City of Grand Island hereby recommends approval of Amanda Sanchez, 504 Kennedy Place, Grand Island, Nebraska for liquor manager.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 26, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 7.b.

Subject: Public Hearing on Request from VenuWorks of Grand Island LLC, dba VenuWorks (Heartland Events Center), 690 East Stolley Park Rd, for a Catering Designation to their Class "I" Liquor License

#2025-137 - Approving Request from VenuWorks of Grand Island LLC, dba VenuWorks(Heartland Events Center), 690 East Stolley Park Rd, for a Catering Designation to their Class "I" Liquor License

Staff Contact: Jill Granere

BACKGROUND: VenuWorks of Grand Island LLC, dba VenuWorks(Heartland Events Center), 690 East Stolley Park Rd, has submitted for an application for a catering designation to their Class "I" Liquor License. This request would allow VenuWorks to deliver, sell or dispense alcoholic liquors, including beer, for consumption at at location designated on a Special Designated Liquor License (SDL)

DISCUSSION: City Council action is required and forwarded to the Nebraska Liquor Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Police and Health Departments.

FISCAL IMPACT: No Fiscal Impact

ALTERNATIVES: It appears that the Council has the following alternatives concerning the issue at hand.
The Council may:
1. Approve the application
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations
4. Deny the applicaiton.

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

SAMPLE MOTION: Move to approve the application for a catering designation from VenuWorks of Grand Island LLC, dba VenuWorks (Heartland Events Center), 690 East Stolley Park Rd, for a Catering Designation to their Class "I" Liquor License

ATTACHMENTS:

1. Resolution

R E S O L U T I O N 2026-137

WHEREAS, an application was filed by VenuWorks of Grand Island LLC, dba VenuWorks (Heartland Events Center), 690 East Stolley Park Rd for a Catering Designation to their Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the Grand Island Independent as required by state law on May 16, 2026; such publication cost being $13.75; and

WHEREAS, a public hearing was held on May 26, 2026 for the purpose of discussing such liquor license application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that:the City of Grand Island hereby recommends approval of the above-identified liquor license application.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 26, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 7.c.

Subject: Public Hearing on Acquisition of Permanent Utility Easements for State Street/Diers Avenue Improvements; Project No. 2026-P-1 (Conestoga North, LLC, Mehring/Robertson/Irwin, and Centris Federal Credit Union)

#2026-138 - Approving Acquisition of Permanent Utility Easements for State Street/Diers Avenue Improvements; Project No. 2026-P-1 (Conestoga North, LLC, Mehring/Robertson/Irwin, and Centris Federal Credit Union)

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

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BACKGROUND: This project is part of the overall Claude Road/Diers Avenue improvements of several roadways in the City of Grand Island. It is anticipated that these projects will occur over several years at a pace dictated by budgets, development growth and need. A Claude Road extension from just north of Faidley Avenue to State Street, which has been completed, was the major focus of this project. This roadway was built with plans to build several connections to Diers Avenue guided by an existing City of Grand Island concept plan. This project allows for improvements to the Diers Avenue corridor intended to control access and improve traffic performance and safety. These Diers Avenue improvements are the second component to this project. Also associated with this project are improvements to the Highway 281 and 30 corridors adjacent to the other project areas. These improvements would focus on creating north and southbound left-turn lane offsets as well as right turn lanes to exit from the highway. This portion of the project has received approval for NDOT safety funds and will involve coordination with NDOT throughout the project.

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

To accommodate such improvements the acquisition of permanent utility easements is necessary.

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to

be conducted with the acquisition approved by the City Council.

DISCUSSION: Permanent utility easements are needed to accommodate the improvements to the State Street/Diers Avenue area. All property acquisitions and negotiations were handled by a third party, Olsson, Inc. of Grand Island, Nebraska, who worked with the affected property owners to sign the necessary documents to grant the property, as shown on the attached sketch. Payment to the affected property owner totals $23,761.00, as detailed on the resolution.

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

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

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

RECOMMENDATION: City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the permanent utility easements from the affected property owners, in the total amount of $23,761.00.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Resolution
2. Conestoga N PE Exhibit
3. Mehring-Robertson-Irwin PE Exhibit
4. Centris Federal Credit Union PE Exhibit

R E S O L U T I O N 2026-138

WHEREAS, permanent easements are required by the City of Grand Island for State Street/Diers Avenue Improvements; Project No. 2026-P-1, from property described as follows:

Property Owner	***Legal Description***	***Amount***
Conestoga North, LLC	A PERMANENT UTILITY EASEMENT LOCATED IN PART OF LOT 1, CONESTOGA NORTH TWELFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF STATE STREET AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°30'34"E ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 19.88 FEET; THENCE S89°29'26"W A DISTANCE OF 17.50 FEET; THENCE N00°30'34"W A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, SIAD LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF STATE STREET; THENCE N89°53'29"E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 17.50 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 348.93 SQUARE FEET OR 0.008 ACRES MORE OR LESS.	$3,706.00 ---------- Permanent Easement= $2,706.00 Landscaping= $1,000.00 ----------
Donald D Mehring, Marilyn Mehring, John M. Mehring, Raini Mehring, Kent S. Robertson, Elizabeth A. Robertson, and Nancy A. Erwin	A PERMANENT SIDEWALK AND UTILITY EASEMENT LOCATED IN PART OF LOTS 8 AND 9, CONESTOGA NORTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 9, CONESTOGA NORTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N89°57'21"E, ON THE SOUTH RIGHT-OF-WAY LINE OF STATE STREET, A DISTANCE OF 300.04 FEET TO THE NORTHEAST CORNER OF LOT 8, CONESTOGA NORTH SUBDIVISION; THENCE S00°27'58"E, ON THE EAST LINE OF SAID LOT 8, A DISTANCE OF 6.87 FEET; THENCE S89°58'17"W A DISTANCE OF 40.00 FEET; THENCE N00°01'43"W A DISTANCE OF 3.00 FEET; THENCE S89°58'17"W A DISTANCE OF 260.06 FEET TO A POINT ON THE WEST LINE OF SAID LOT 9; THENCE N00°30'34"W, ON SAID WEST LINE, A DISTANCE OF 3.79 FEET TO THE POINT OF BEGINNING. SAID PERMANENT SIDEWALK & UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 1269.84 SQUARE FEET OR 0.029 ACRES MORE OR LESS.	$9,849.00
Centris Federal Credit Union FKA Bell Federal Credit Union	A PERMANENT SIDEWALK AND UTILITY EASEMENT LOCATED IN PART OF LOT 2, GRAND ISLAND MALL NINTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:	$10,206.00

	COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, GRAND ISLAND MALL NINTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°33'23"W, ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 4.49 FEET; THENCE N89°58'17"E A DISTANCE OF 129.09 FEET; THENCE N45°06'22"E A DISTANCE OF 48.07 FEET TO THE EAST LINE OF SAID LOT 2; THENCE S00°33'23"E, ON SAID EAST LINE, A DISTANCE OF 38.38 FEET; THENCE S89°57'53"W, ON THE SOUTH LINE OF SAID LOT 2 AND THE NORTH RIGHT-O-WAY LINE OF STATE STREET, A DISTANCE OF 163.47 FEET TO THE POINT OF BEGINNING. SAID PERMANENT SIDEWALK & UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 1315.85 SQUARE FEET OR 0.030 ACRES MORE OR LESS.	

Total= $23,761.00

WHEREAS, agreements for the permanent utility easements have been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreements for permanent utility easements on the above described tracts of land.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 26, 2026.

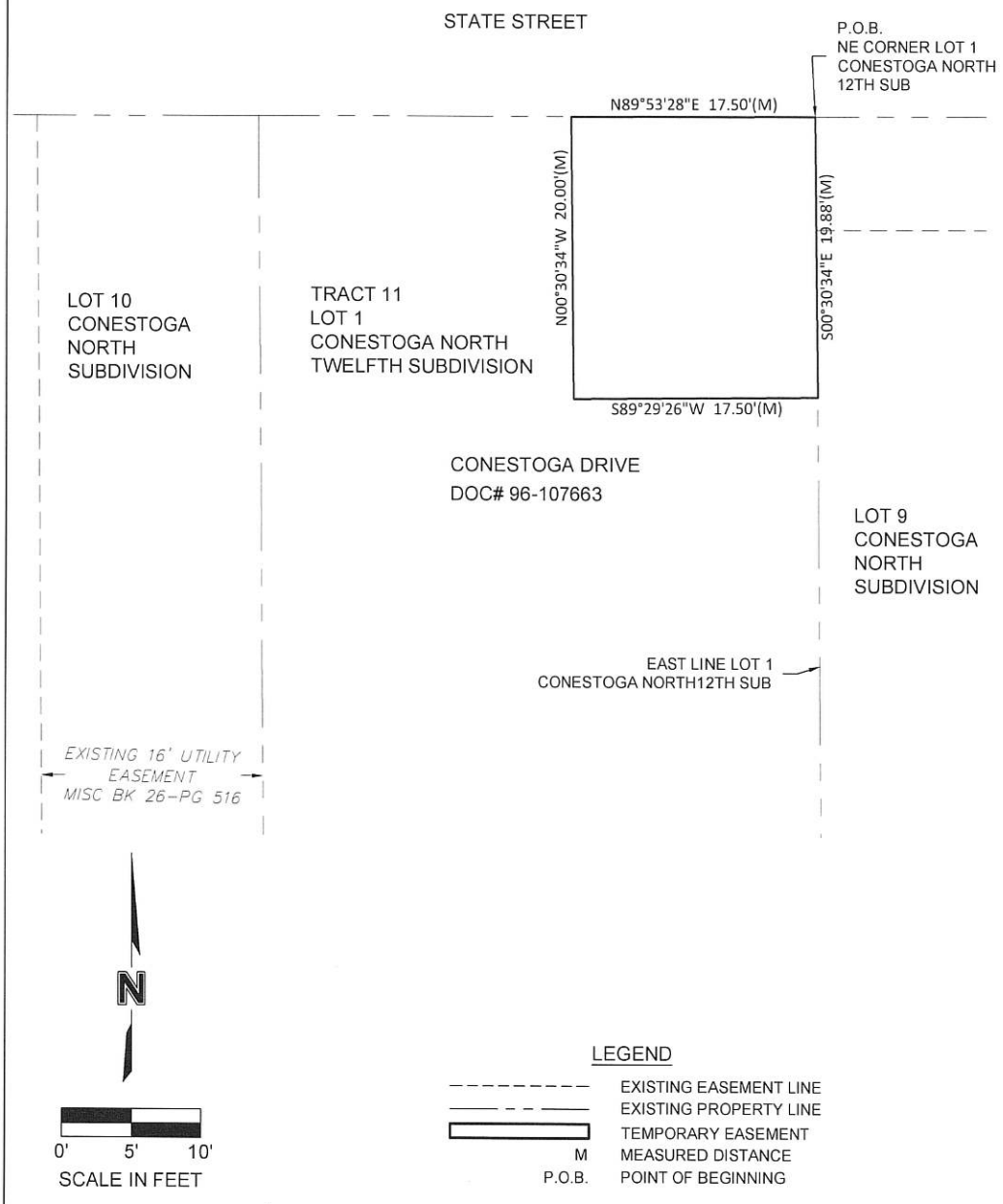
_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

PERMANENT UTILITY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 11
STATE STREET PAVING IMPROVEMENTS



PERMANENT EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT LOCATED IN PART OF LOT 1, CONESTOGA NORTH TWELFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF STATE STREET AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°30'34"E ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 19.88 FEET; THENCE S89°29'26"W A DISTANCE OF 17.50 FEET; THENCE N00°30'34"W A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF STATE STREET; THENCE N89°53'29"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 17.50 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 348.93 SQUARE FEET OR 0.008 ACRES MORE OR LESS.

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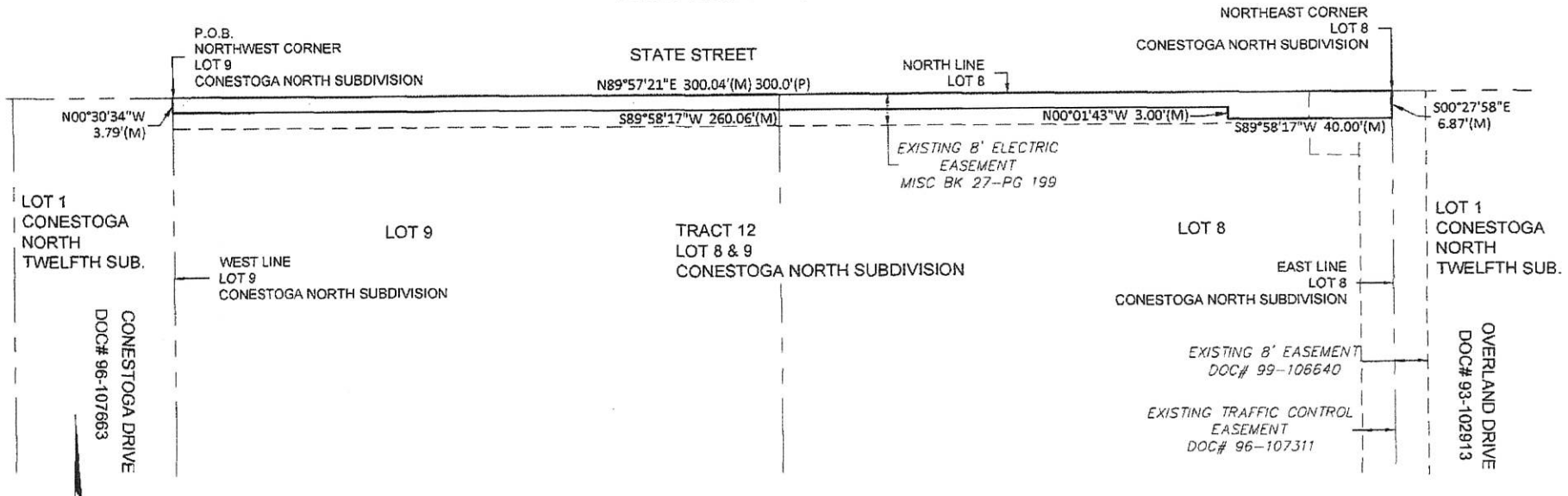
PROJECT NO: A21-07494	PERMANENT UTILITY EASEMENT	olsson®	201 East 2nd Street Grand Island, NE 68801 olsson.com TEL 308.384.8750 Olsson - Survey Nebraska COA #000127	TRACT
DRAWN BY: VDC				11P
DATE: 03.12.2026				

PERMANENT SIDEWALK & UTILITY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

TRACT NO. 12

STATE STREET PAVING IMPROVEMENTS



LEGEND

- EXISTING EASEMENT
- EXISTING PROPERTY LINE
- PERMANENT EASEMENT
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- P.O.B. POINT OF BEGINNING

PERMANENT EASEMENT DESCRIPTION

A PERMANENT SIDEWALK & UTILITY EASEMENT LOCATED IN PART OF LOTS 8 AND 9, CONESTOGA NORTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 9, CONESTOGA NORTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N89°57'21"E , ON THE SOUTH RIGHT OF WAY LINE OF STATE STREET, A DISTANCE OF 300.04 FEET TO THE NORTHEAST CORNER OF LOT 8, CONESTOGA NORTH SUBDIVISION; THENCE S00°27'58"E, ON THE EAST LINE OF SAID LOT 8, A DISTANCE OF 6.87 FEET; THENCE S89°58'17"W A DISTANCE OF 40.00 FEET; THENCE N00°01'43"W A DISTANCE OF 3.00 FEET; THENCE S89°58'17"W A DISTANCE OF 260.06 FEET TO A POINT ON THE WEST LINE OF SAID LOT 9; THENCE N00°30'34"W, ON SAID WEST LINE, A DISTANCE OF 3.79 FEET TO THE POINT OF BEGINNING. SAID PERMANENT SIDEWALK & UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 1269.84 SQUARE FEET OR 0.029 ACRES MORE OR LESS.

PROJECT NO: A21-07494	PERMANENT SIDEWALK & UTILITY EASEMENT	olsson® 201 East 2nd Street Grand Island, NE 68801 olsson.com TEL 308.384.8750 Olsson - Survey Nebraska COA #000127	TRACT 12P
DRAWN BY: VDC			
DATE: 01.26.2026			

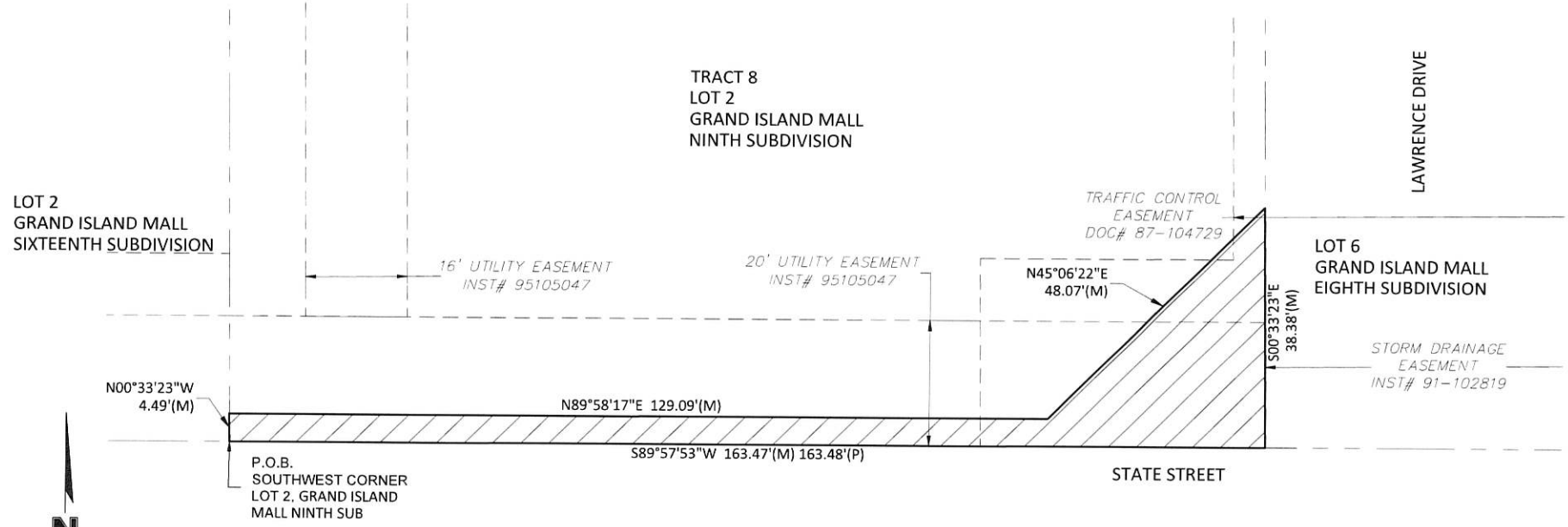
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PERMANENT SIDEWALK & UTILITY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

TRACT NO. 8

STATE STREET PAVING IMPROVEMENTS



N

0' 10' 20'

SCALE IN FEET

LEGEND

	EXISTING EASEMENT
	EXISTING PROPERTY LINE
	PERMANENT EASEMENT
M	MEASURED DISTANCE
P	PLATTED DISTANCE
P.O.B.	POINT OF BEGINNING

PERMANENT EASEMENT DESCRIPTION

A PERMANENT SIDEWALK & UTILITY EASEMENT LOCATED IN PART OF LOT 2, GRAND ISLAND MALL NINTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, GRAND ISLAND MALL NINTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°33'23"W, ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 4.49 FEET; THENCE N89°58'17"E A DISTANCE OF 129.09 FEET; THENCE N45°06'22"E A DISTANCE OF 48.07 FEET TO THE EAST LINE OF SAID LOT 2; THENCE S00°33'23"E, ON SAID EAST LINE, A DISTANCE OF 38.38 FEET; THENCE S89°57'53"W, ON THE SOUTH LINE OF SAID LOT 2 AND THE NORTH RIGHT OF WAY LINE OF STATE STREET, A DISTANCE OF 163.47 FEET TO THE POINT OF BEGINNING. SAID PERMANENT SIDEWALK & UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 1315.85 SQUARE FEET OR 0.030 ACRES MORE OF LESS.

PROJECT NO: A21-07494	PERMANENT SIDEWALK & UTILITY EASEMENT	olsson	EXHIBIT
DRAWN BY: BDP		201 East 2nd Street Grand Island, NE 68801 olsson.com TEL 308.384.8750 Olsson - Survey Nebraska COA #000127	8P
DATE: 01.26.2026			

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AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 7.d.

Subject: Public Hearing to Consider Rezoning 40 acres west of Hwy 281 and south of Guenther Road from TA Transitional Agriculture to CD Commercial Development Zone and Consider the preliminary and final plat for Guenther SID Subdivision in the Grand Island ETJ

#10,074 - Consideration of Approving Rezoning 40 acres west of Hwy 281 and south of Guenther Road from TA Transitional Agriculture to CD Commercial Development Zone

#2026-139 - Approving the preliminary and final plat for Guenther SID Subdivision in the Grand Island ETJ

Staff Contact: Chad Nabity, AICP

BACKGROUND: An application has been made to rezone 40 acres west of Hwy 281 and south of Guenther Road from TA Transitional Agriculture to CD Commercial Development Zone and Consider the preliminary and final plat for Guenther SID Subdivision in the Grand Island ETJ. The stated purpose of this rezoning is to allow the applicant to subdivide the property for commercial development such as retail and lodging.

The applicant is in the process of creating a Sanitary and Improvement District (SID) to finance the cost of infrastructure improvements. Nebraska Revised Statute 31-727 states: "a sanitary and improvement district for the purposes of installing electric service lines and conduits, a sewer system, a water system, an emergency management warning system, a system of sidewalks, public roads, streets, and highways, public waterways, docks, or wharfs, and related appurtenances, contracting for water for fire protection and for resale to residents of the district, contracting for police protection and security services, contracting for solid waste collection services, contracting for access to the facilities and use of the services of the library system of one or more neighboring cities or villages, and contracting for gas and for electricity for street lighting for the public streets and highways within such proposed district, constructing and contracting for the construction of dikes and levees for flood protection for the district, acquiring, improving, and operating public parks, playgrounds, and recreational facilities, and acquiring, purchasing, leasing, owning, erecting, constructing, equipping,

operating, or maintaining all or a portion of offstreet motor vehicle public parking facilities located in the district to serve business."

The applicant is seeking to utilize a Sanitary and Improvement District to construct critical infrastructure for the development such as water service, electric, sanitary and storm sewer services that directly impact the site.

The applicant is requesting approval of the preliminary plat, final plat, development plan and zoning change. The preliminary plat consists of 10 lots and the final plat as presented consist of 8 lots and 3 outlots.

All sewer, water, storm sewer and streets will be constructed to City standards with the plan for the city to accept dedication of those improvements upon annexation. Until such time as the City annexes the development they will be maintained as private improvements and will be the responsibility of the property owners or the SID.

The developer will be responsible for providing temporary cul-de-sacs at the dead end of each of the streets. They will grant an temporary easement for the cul-de-sacs and place and aggregate to create an all weather surface for turning movements. The aggregate and easements will no longer be required when the streets are extended onto adjoining properties.

DISCUSSION: Site Analysis

Current zoning designation: TA Transitional Agriculture in a Gateway Corridor Zone Overlay

Intent of zoning district: The intent of this zoning district is to provide for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This zoning district permits both farm and non-farm dwellings, as well as other open space and recreational activities. The intent of the zoning district also would allow the raising of livestock to a limit and within certain density requirements.

Proposed zoning designation: CD Commercial Development Zone

Intent of zoning district: The intent of this zoning district is to permit a more flexible regulation of land use so as to more fully implement comprehensive planning for large parcels of land proposed for commercial use.

Comprehensive Plan Designation: Mixed-Use Commercial.

General Purpose: The Mixed-Use Commercial land use area is intended to provide for a mix of commercial and residential uses, within and between development projects. Mixed-use areas are conveniently located to meet the daily retail and service needs of nearby residents, and often serve as a buffer zone. These area typically are located along arterial and collector streets and roads. Several different zoning districts may be appropriate for this land use area, such as R-3, R-3SL, R4, R-O, and B1, or as part of a planned development. A planned development is required in the Gateway Corridor Overlay.

Existing land uses: Vacant Undeveloped Property.

Adjacent Properties Analysis

Current zoning designations:

- **South:** TD Travel Development Zone w Gateway Corridor Overlay
- **North, East & West:** TA Transitional Agricultural Zone

Permitted and conditional uses:

TD: Permits commercial uses such as motels, restaurants, lounges, automobile services, motor homes/ travel trailer parks and recreational activities. The intent of this zoning district is to provide for only those trade and service uses in connection with federal interstate highway interchanges as are needed and considered appropriate to the location.

TA: Permits both farm and non-farm dwellings at a maximum density of two dwelling units per acre, as well as other open space and recreational activities. The intent of the zoning district also would allow the raising of livestock to a limit and within certain density requirements.

Comprehensive Plan Designation:

- **North & South:** General Commercial
- **East:** Rural Residential
- **West:** Mixed-use Commercial

Existing land uses:

- N**orth:** Vacant/ Agricultural
- **South & East:** Farmstead/ Agricultural
- **West:** Rural Acreage

Evaluation

Positive Implications:

Consistent with the City's Comprehensive Land Use Plan: This particular site is designated for mixed use commercial uses within the plan. This would typically be a combination of commercial and residential uses. The Site is located in the Gateway Corridor Overlay which allows for uses such a motel and lodging a use being proposed with the application.

Increases density of development between Wildwood Road and I-80: For more than 20 years Grand Island City Councils and Mayors have been trying to extend the City along U.S. Highway 281 to Interstate 80. This development will increase the density of development between I-80 and the City to the north. Development creates the corridor that welcomes people traveling through the area into the City.

Will result in extension of water mains: The SID is planning to extend an 8 or 12 inch main from the southern most point of City Water by GI Trailer to and throughout this subdivision.

Will utilize sanitary sewer infrastructure that is already in place: The City extended a sanitary sewer line along U.S. Highway 281 several years ago to server Bosselman's and the hotels south of I-80. Development of this property and additional properties to the west was anticipated with the construction of that line. This development will pay assessments when they hook up and extend sewer to properties to the west.

Negative Implications:

- *Creates an SID on property without existing development to support bond payments:* SID's are used extensively and successfully around the Omaha Metro area to pay for infrastructure. Both Grand Island and Lincoln have had much less success with SID's in the past. The last residential SID in Grand Island was created in the mid-1970's and resulted in the City annexing the SID and paying off the SID bonds when it was brought into the City. Lincoln had a similar experience in the early 1990's with the Highlands subdivision in northwest Lincoln. SID's can be a very good way to finance infrastructure outside of the City limits and have been used extensively in the Omaha Metro area.
- *Creates a customer base for Southern Public Power within the Grand Island Jurisdiction:* Upon annexation the typically extends the Grand Island Utilities district to cover annexed properties. The City utility department is required to purchase the customers in the annexed area if they wish to extend their service territory. As undeveloped farm ground there are no significant customers on the property. When fully developed with commercial entities like hotels there will be a significant cost to buying that customer base.

Other Considerations:

This proposal is consistent with the 2025 comprehensive plan and then general desire of the City to extend development to I-80.

The current plan as submitted has only one proposed user for the space, a Hyatt Hotel. General building envelopes have been established on each lot and uses permitted in the CD zone could be built within those spaces and lot coverage limits. Any significant changes to either the use, for example building apartments without first floor retail, or the shape or size of lots would require amending the CD zone and would include new public hearing and approvals.

The following is from the May 6 Regional Planning Commission Meeting:

O'Neill opened the public meeting.

Nabity stated that the developer is requesting to rezone approximately 40 acres located west of Hwy 281 and south of Guenter Road from TA Transitional Agriculture to CD Commercial Development Zone. He explained that the area is planned for commercial development and the applicant is in the process of creating a Sanitary and Improvement District (SID) to finance the cost of infrastructure improvements associated with the project. The SID would be utilized to construct infrastructure improvements, including water service, electric, sanitary and storm

sewer services to support the development. Mr. Nabity also stated that the applicant is also requesting approval of the preliminary plat, final plat. The request is consistent with the comprehensive plan.

Jennifer Klanecky- 9200 W. Abbott Rd – Mrs. Klanecky inquired whether the proposed water line north of her property would be located on the west or east side of Hwy 281. Mrs. Klanecky noted that the existing sewer lines are already located on the west side of the highway and asked about the required separation distance between the proposed water line and the existing sewer line. She also expressed concerns regarding potential increases in traffic generated by the development and asked whether a turning lane would be added as part of the project.

Brian Degan – Mr. Degan responded that one possible option would be to extend the water line along the corridor while maintaining the required minimum 10-foot separation from the existing sanitary sewer line. Mr. Degan also discussed addition options under consideration including a private well with a pressure tank to serve the development. He indicated that the private system seems to the most beneficial.

Adam Fla – Adam with Lewiston Capital Partners was available for questions.

O'Neill closed the public hearing

A motion was made by Ruge and second by Goplin to approve the Rezoning of 40 acres west of Highway 281 and south of Guenther Road from TA Transitional Agriculture to CD Commercial Development Zone and the preliminary plat and final plat.

The motion was carried with 10 members voting in favor (O'Neill, Nelson, Monter, Ruge, Barnes, Doane, Rainforth, Ostermeier, Avery and Goplin) and no members voting no, no members abstaining and 2 members absent (Robb and Simmerman).

FISCAL IMPACT: This will create additional valuation in Hall County and the Northwest Public School District. The planned development with private roads will not increase the liabilities for the Hall County Roads Department.

Existing sewer assessments will be paid with this development. The City will gain new sewer customers and expand the use of the line extended past I-80..

Long term City Utilities will have to buy out the customer base from Southern Public Power if they wish to extend their service territory with a future annexation.

ALTERNATIVES: Approve the Rezoning, the Preliminary Plat, the Development Plan and Final Plat.
Deny the Rezoning, the Preliminary Plat, the Development Plan and Final Plat.
Recommend Changes to the Plan.

RECOMMENDATION: Approve the Rezoning, the Preliminary Plat, the Development Plan and Final Plat with findings.

SAMPLE MOTION: Move the ordinance for the Rezoning and Development Plan.
Move to approve the the Preliminary Plat and Final Plat and authorize the Mayor to sign the

plat and subdivision agreement..

ATTACHMENTS:

1. Proposed Aerial Map
2. Proposed zone change map
3. Guenther SID Preliminary Plat
4. Final Plat
5. Development Plan
6. Building Design
7. Building Site Plan
8. Guenther Rezoning CD Final App
9. Guenther Subdivision Agreement
10. Ordinance
11. Resolution

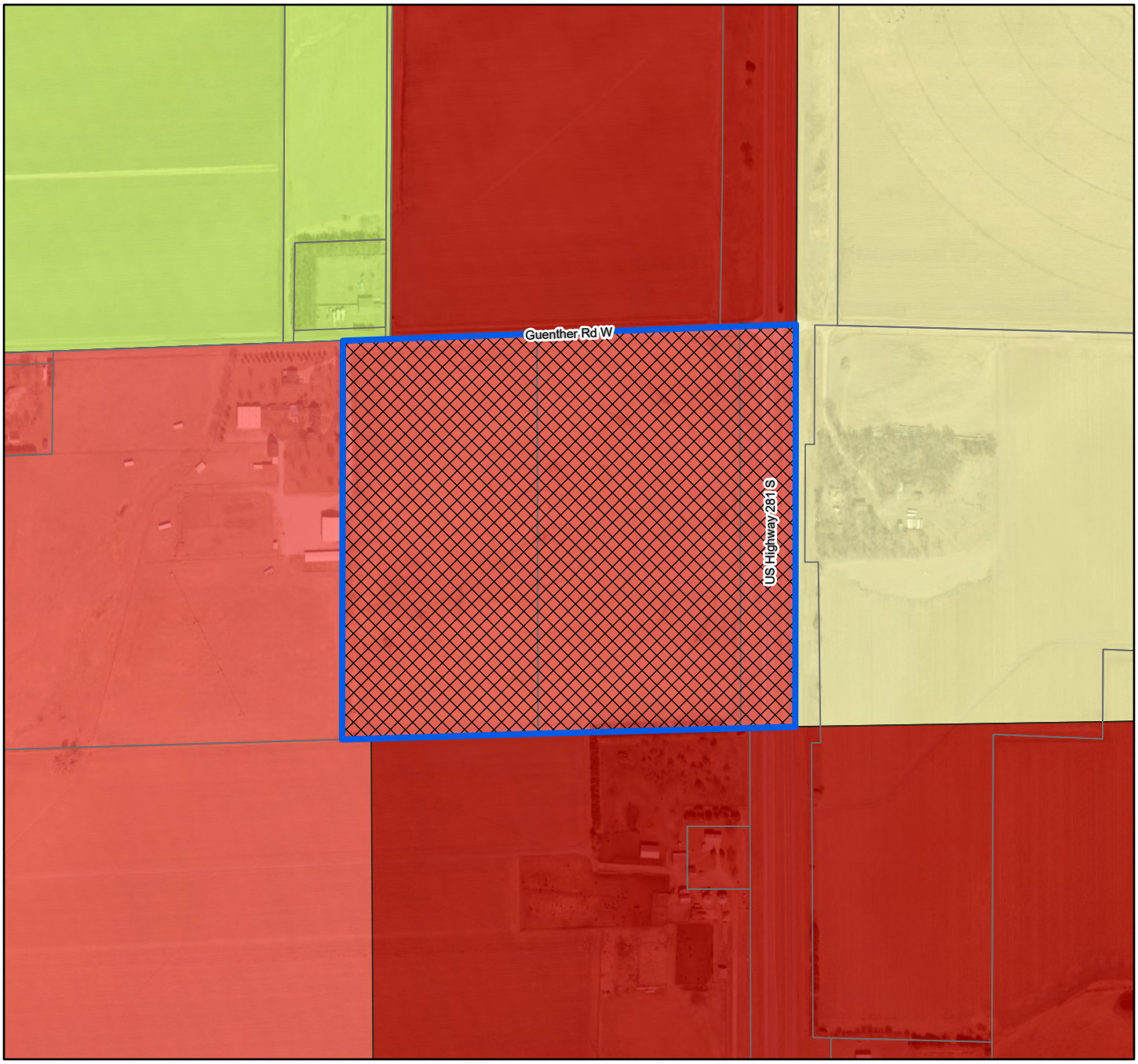
PROPOSED SUBDIVISION
AERIAL MAP



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

400
Feet

PROPOSED ZONING CHANGE SITE
GRAND ISLAND FUTURE LANDUSE MAP



Legend

Proposed Rezoning Location

Grand Island Future Land Use

- Transitional Agriculture (TA)
- Rural Residential (RR)
- Mixed-Use Commercial (MUC)
- General Commercial (GC)

N

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

1 inch equals 500 feet

P:\MXD_Files\ArcGIS_Pro\Redevelopment_Rezoning\Redevelopment_Rezoning.aprx

SECTION LINE

GUENTHER ROAD

PROPOSED 50.0' ROW

270.51'

PROPOSED 7' UTILITY EASEMENT

595.33'

PROPOSED 7' UTILITY EASEMENT

310.17'

PROPOSED 20.0' UTILITY EASEMENT

LOT : 5
98852.78 SQ FT
2.27 ACRES

313.75'

324.01'

EXISTING 30.0' UTILITY EASEMENT

310.00'

ELK DRIVE

ANTELOPE DRIVE

HWY 281

706.32'

LOT : 1
192696.29 SQ FT
4.42 ACRES

708.30'

708.85'

OUTLOT : 11
423097.74 SQ FT
9.71 ACRES

713.47'

PROPOSED 41.0' ROAD

LOT : 6
111599.67 SQ FT
2.56 ACRES

360.00'

360.00'

PROPERTY LINE

PROPOSED 41.0' ROAD

PROPOSED 70.0' OUTLOT

SECTION LINE

PROPOSED 70.0' OUTLOT

PROPOSED 7' UTILITY EASEMENT

310.00'

PROPOSED 13' TEMP ACCESS EASEMENT

PROPOSED 7' UTILITY EASEMENT

PROPOSED 70.0' OUTLOT

PROPOSED 41.0' ROAD

595.06'

OUTLOT : 2
49599.91 SQ FT
1.14 ACRES

160.00'

160.00'

WHITETAIL DRIVE

OUTLOT : 1
204948.11 SQ FT
4.70 ACRES

274.65'

PROPOSED 60.0' DRAINAGE EASEMENT

310.00'

505.99'

434.29'

PROPOSED 20' UTILITY EASEMENT

EXISTING 30.0' UTILITY EASEMENT

PROPOSED 13' TEMP ACCESS EASEMENT

LOT : 7
71300.02 SQ FT
1.64 ACRES

230.00'

230.00'

PROPOSED 20' UTILITY EASEMENT

310.00'

494.69'

LOT : 3
254016.25 SQ FT
5.83 ACRES

494.45'

LOT : 4
211724.42 SQ FT
4.86 ACRES

495.00'

PROPERTY LINE

LOT : 8
65402.26 SQ FT
1.50 ACRES

214.90'

207.05'

PROPERTY LINE

521.48'

421.76'

310.10'

PROPOSED 13' TEMP ACCESS EASEMENT

OWNER:
TRIPLE CROWN INVESTMENTS, LLC
447 H Rd, CHAPMAN, NE 68827

ENGINEER:
PINTAIL ENGINEERING
1309 W 3RD St.
GRAND ISLAND, NE 68801

N
PINTAIL ENGINEERING
1" = 70'
0' 35' 70'

DEVELOPMENT INFORMATION:
TOTAL AREA = 40.15 ACRES
PROPOSED ROW = 1.51 ACRES

LOTS= 8
OUTLOTS= 2

LEGAL DESCRIPTION

A TRACT OF LAND COMPRISING A PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTEEN, TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION THIRTEEN; THENCE ON AN ASSUMED BEARING OF S88°03'07"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 187.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF US HIGHWAY NO. 281, SAID POINT BEING THE ACTUAL POINT OF BEGINNING; THENCE S00°03'08"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1331.09 FEET TO A POINT, SAID POINT BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE S88°29'49"W ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 1323.37 FEET TO A POINT; THENCE, N00°17'23"E A DISTANCE OF 1321.09 FEET TO A POINT, SAID POINT IS ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE N88°03'07"E ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER A DISTANCE OF 1315.78 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1748949 SQUARE FEET OR 40.15 ACRES, MORE OR LESS, OF WHICH 52636 SQUARE FEET OR 1.21 ACRES, MORE OR LESS, ARE DEDICATED AS COUNTY ROAD RIGHT OF WAY.

PINTAIL ENGINEERING
1309 WEST 3RD STREET
GRAND ISLAND, NE 68801
WWW.PINTAILENG.COM
TEL: 308-227-9922
NEBRASKA COA #CA-5650

#	DATE	REVISIONS

LOT LAYOUT

GUENTHER RD. SID
PRELIMINARY PLAT

LOCATION: 40.844272, -98.379919

DRAWN BY: BD
ENGINEER: BD
PROJECT #: 26-201
DATE: 4/27/2026

SHEET
PP 1.0

FILE: C:\Users\BrianDegen\Pintail Engineering\Pintail Files - Documents\Projects\26-201_Guenther SID\30-Design\CAD\Sheets\PRE PLAT_2601.dwg
DATE: 4/27/2026 2:53:17 PM USER: Brian Degen

GUENTHER ROAD

PROPOSED 18" SANITARY MAIN

PROPOSED FIRE HYDRANT

48" RCP Culvert
FL. EL = 1871.93

48" RCP Culvert
FL. EL = 1872.08

24" SD

PROPOSED 10" WATER MAIN, TO CONNECT TO EXISTING 16" MAIN ~4400' NORTH

48" RCP / F.E.S.
FL. EL = 1871.52

PROPOSED 24" STORM DRAIN

PROPOSED SANITARY MANHOLE
RIM=1877.25
FL=1863.18

18" Sanitary

SANITARY SEWER
RIM ELEVATION = 1874.73
(N) FLOWLINE ELEV. = 1862.23
(S) FLOWLINE ELEV. = 1862.37
(W) FLOWLINE ELEV. = 1862.87

ELK DRIVE

ANTELOPE DRIVE

LOT : 5
98852.78 SQ FT
2.27 ACRES

PROPOSED 20'
UTILITY EASEMENT

PROPOSED ELECTRICAL
PRIMARY

PROPOSED FIRE HYDRANT

PROPOSED SANITARY MANHOLE
RIM=1877.30
FL=1868.56

PROPOSED SANITARY MANHOLE
RIM=1877.04
FL=1864.09

LOT : 1
192696.29 SQ FT
4.42 ACRES

OUTLOT : 11
423097.74 SQ FT
9.71 ACRES

SANITARY SEWER
RIM ELEVATION = 1873.51
FLOWLINE ELEV. = 1862.68

HWY 281

PROPOSED 10" WATER MAIN

PROPOSED 10" SANITARY MAIN

LOT : 6
111599.67 SQ FT
2.56 ACRES

18" Sanitary

PROPOSED 10" SANITARY MAIN

PROPOSED 8" WATER MAIN

PROPOSED 24" STORM DRAIN

SANITARY SEWER
RIM ELEVATION = 1874.37
FLOWLINE ELEV. = 1863.12

CONNECT TO EXISTING
SANITARY MANHOLE

PROPOSED FIRE HYDRANT

PROPOSED 10" WATER MAIN

PROPOSED FIRE HYDRANT

PROPOSED SANITARY MANHOLE
RIM=1876.77
FL=1866.23

PROPOSED SANITARY MANHOLE
RIM=1878.00
FL=1867.16

PROPOSED 10" SANITARY MAIN

PROPOSED 10" SANITARY MAIN

PROPOSED FIRE HYDRANT

PROPOSED FIRE HYDRANT

OUTLOT : 1
204948.11 SQ FT
4.70 ACRES

WHITETAIL DRIVE

OUTLOT : 2
49599.91 SQ FT
1.14 ACRES

18" Sanitary

PROPOSED 18" STORM DRAIN

PROPOSED 30" STORM DRAIN

PROPOSED ELECTRICAL
PRIMARY

PROPOSED 20'
UTILITY EASEMENT

PROPOSED SANITARY MANHOLE
RIM=1878.04
FL=1865.30

PROPOSED 10" SANITARY MAIN

LOT : 7
71300.02 SQ FT
1.64 ACRES

PROPOSED 10" WATER MAIN

SANITARY SEWER
RIM ELEVATION = 1874.46
FLOWLINE ELEV. = 1863.51

LOT : 3
254016.25 SQ FT
5.83 ACRES

LOT : 4
211724.42 SQ FT
4.86 ACRES

18" Sanitary

LOT : 8
65402.26 SQ FT
1.50 ACRES

PROPOSED SANITARY MANHOLE
RIM=1878.64
FL=1866.60

PROPOSED 24" STORM DRAIN

PROPOSED FIRE HYDRANT

UTILITY INFORMATION:
TOTAL AREA = 40.15 ACRES
PROPOSED ROW = 1.21 ACRES

PUBLIC UTILITIES:
SANITARY MAIN

PRIVATE UTILITIES:
WATER MAIN

N

1" = 70'
0' 35' 70'

PINTAIL ENGINEERING
1309 WEST 3RD STREET
GRAND ISLAND, NE 68801
WWW.PINTAILENG.COM
TEL: 308-227-9922
NEBRASKA COA #CA-5650

#	DATE	REVISIONS

UTILITY LAYOUT

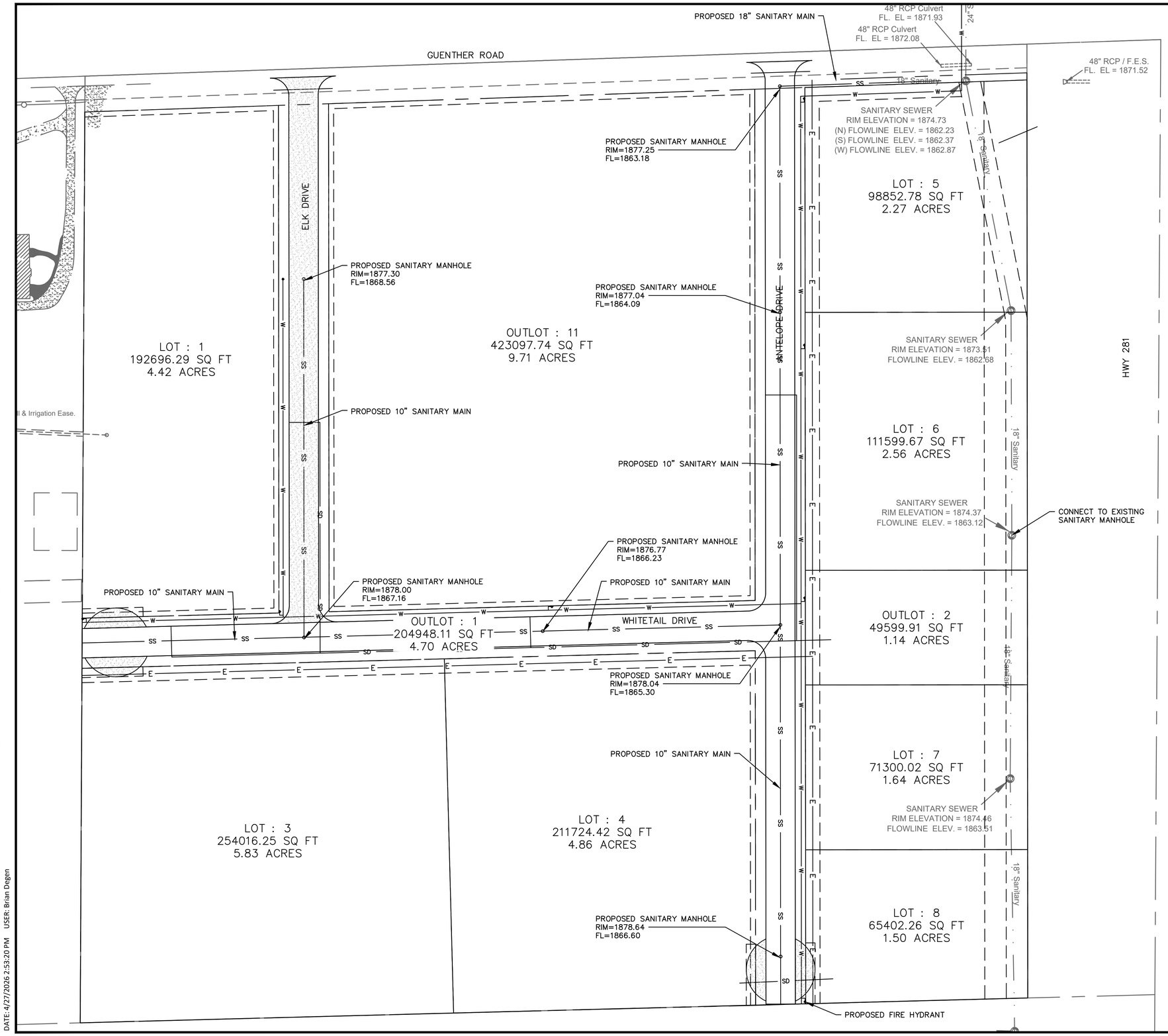
GUENTHER RD. SID
PRELIMINARY PLAT

LOCATION: 40.844272, -98.379919

DRAWN BY: BD
ENGINEER: BD
PROJECT #: 26-201
DATE: 4/27/2026

SHEET
PP 2.0

FILE: C:\Users\BrianDegen\Pintail Engineering\Pintail Files - Documents\Projects\26-201_Guenther SID\30-Design\CAD\Sheets\PRE PLAT_2601.dwg
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N

PINTAIL ENGINEERING

1" = 70'

0' 35' 70'

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1309 WEST 3RD STREET
GRAND ISLAND, NE 68801
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TEL: 308-227-9922
NEBRASKA COA #CA-5650

#	DATE	REVISIONS

SANITARY LAYOUT

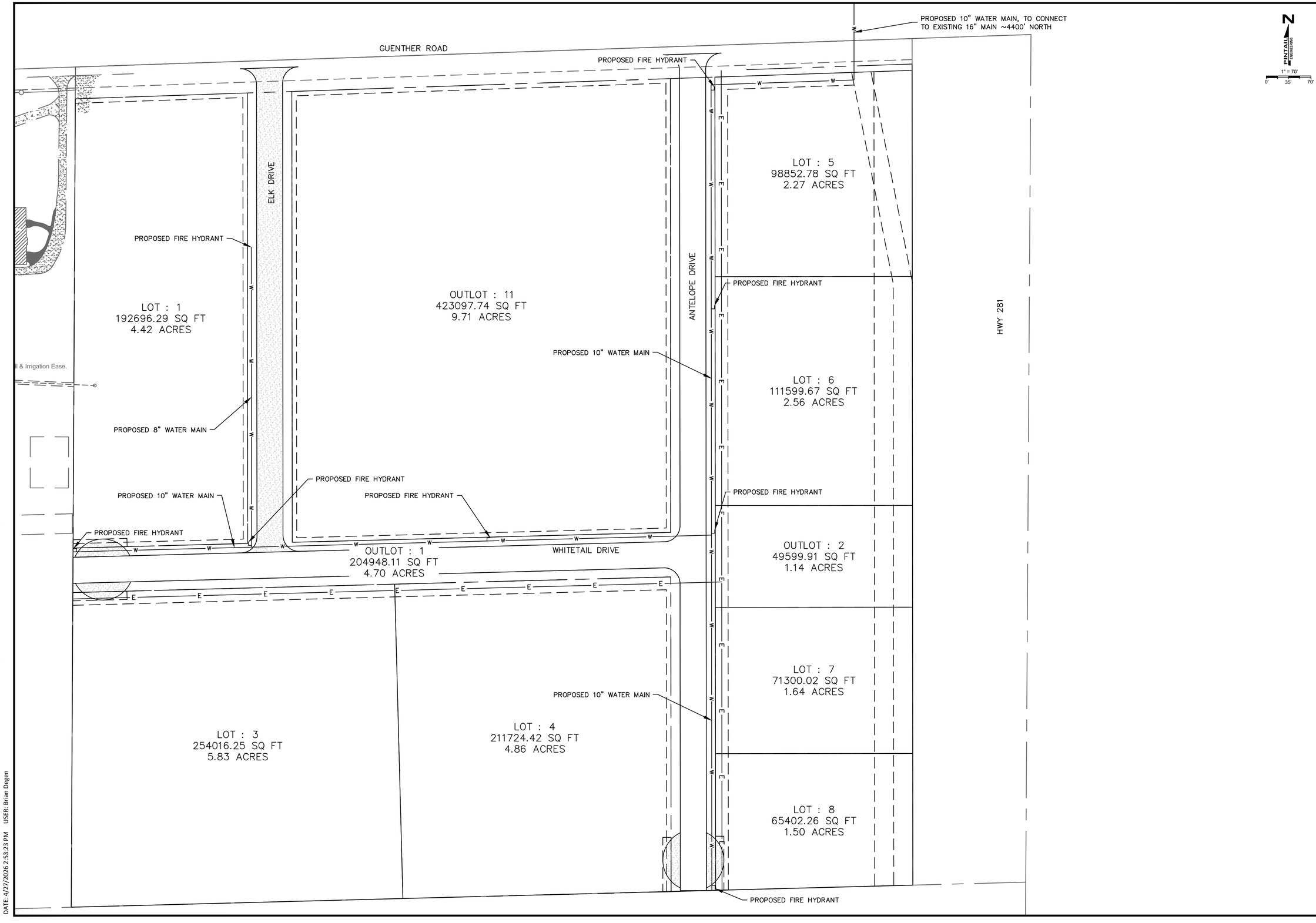
GUENTHER RD. SID
PRELIMINARY PLAT

LOCATION: 40.844272, -98.379919

DRAWN BY: BD
ENGINEER: BD
PROJECT #: 26-201
DATE: 4/27/2026

SHEET
PP 2.1

FILE: C:\Users\BrianDegen\Pintail Engineering\Pintail Files - Documents\Projects\26-201_Guenther SID\30-Design\CAD\Sheets\PRE PLAT_2601.dwg
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TEL: 308-227-9922
NEBRASKA COA #CA-5650

#	DATE	REVISIONS

WATER LAYOUT

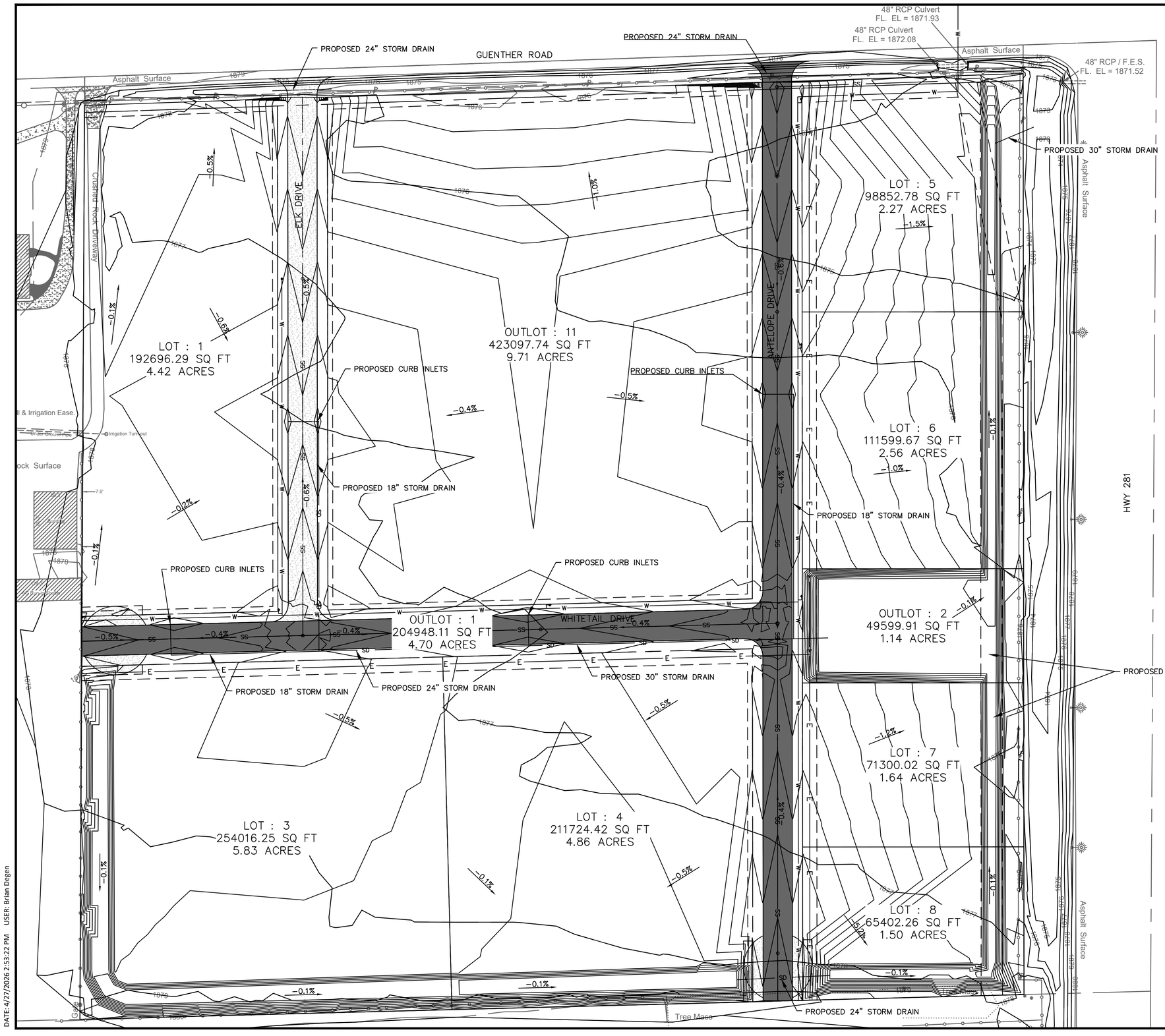
GUENTHER RD. SID
PRELIMINARY PLAT

LOCATION: 40.844272, -98.379919

DRAWN BY: BD
ENGINEER: BD
PROJECT #: 26-201
DATE: 4/27/2026

SHEET
PP 2.2

FILE: C:\Users\BrianDegen\Pintail Engineering\Pintail Files - Documents\Projects\26-201_Guenther SID\30-Design\CAD\Sheets\PRE PLAT_2601.dwg
DATE: 4/27/2026 2:53:23 PM USER: Brian Degen



EARTHWORK:
CUT=23,000 CY
FILL=40,000 CY
NET=17,000 CY of BORROW

DRAINAGE INFORMATION:

EXISTING RUNOFF (50 YR):
AREA= 40.15 ACRES
TOTAL RUNOFF=90.73 CFS

PROPOSED RUNOFF (50 YR):
AREA= 40.15 ACRES
UN-DETAINED RUNOFF= 11.4 CFS
DETAINED RUNOFF= 26.8 CFS
TOTAL RUNOFF=38.2 CFS

DETENTION INFORMATION:
MAX VOLUME= 80,000 CF
50YR VOLUME= 51,800 CF

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NEBRASKA COA #CA-5650

#	DATE	REVISIONS

GRADING & DRAINAGE LAYOUT

GUENTHER RD. SID
PRELIMINARY PLAT

LOCATION: 40.844272, -98.379919

DRAWN BY: BD
ENGINEER: BD
PROJECT #: 26-201
DATE: 4/27/2026

SHEET
PP 3.0

FILE: C:\Users\BrianDegen\Pintail Engineering\Pintail Files - Documents\Projects\26-201_Guenther SID\30-Design\CAD\Sheets\PRE PLAT_2601.dwg
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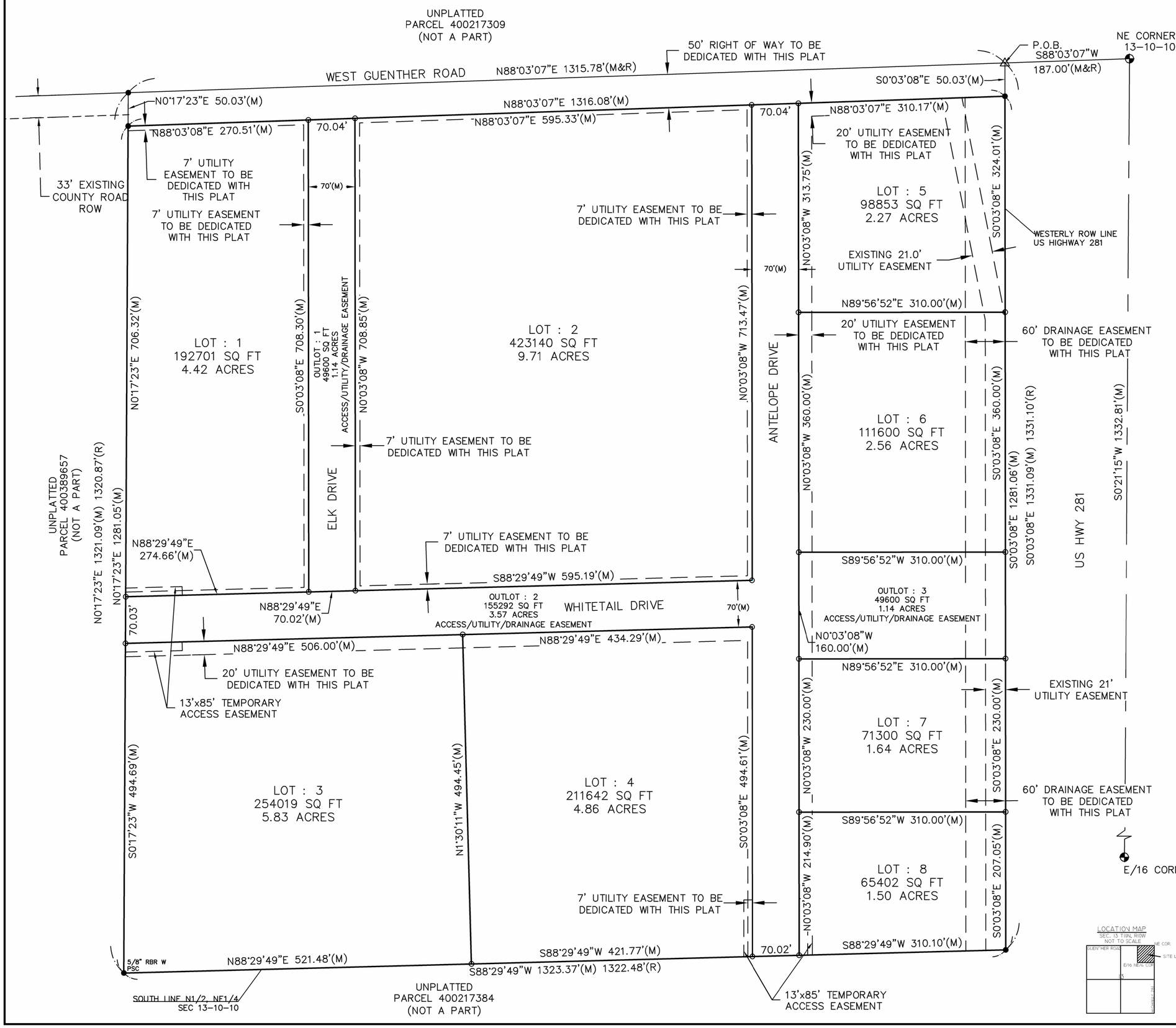
GUENTHER ROAD SID SUBDIVISION

GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT

SURVEY OF: PART OF THE NOR~HEAST QUARTER,

SEC 13 T 10 N, R 10 W OF THE 6TH P.M.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON MARCH 5TH, 2026, I, BRYAN ADAM BROWN, A NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 852, DULY LICENSE UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

NEBRASKA PROFESSIONAL PLS-852 LAND SURVEYOR BRYAN ADAM BROWN

BRYAN ADAM BROWN
PROFESSIONAL LAND SURVEYOR NUMBER, PLS-852

LEGEND

- SURVEYED PROPERTY LINE
- SECTION LINE
- PROPOSED EASEMENT LINE
- EXISTING EASEMENT LINE
- M MEASURED DISTANCE
- R RECORD DISTANCE
- SECTION CORNER
- FOUND CORNER (1/2" IRON PIPE UNLESS NOTED)
- SET CORNER (MAG NAIL WTH ID WASHER LS 852 UNLESS NOTED)

SECTION CORNER TIES

NORTHEAST CORNER, SECTION 13 T10N R10W
FOUND SURVEY MARKER NAIL
NNE 61.31' X IN CONCRETE CULVERT PIPE
SE 70.42' NAIL IN POWER POLE
SSE 60.44' X IN CONCRETE CULVERT PIPE
W 11.5' EDGE OF HIGHWAY LANE

EAST 1/16 CORNER OF THE NORTHEAST QUARTER SECTION 13 T10N R10W
FOUND MAG NAIL W ID WASHER AT GRADE
NNE 110.81' NAIL & TAG IN POWER POLE
SE 76.67' NAIL & TAG IN POWER POLE
E 4.0' EDGE OF SHOULDER
W 6.5' EDGE OF HIGHWAY LANE

OWNER: TRIPLE CROWN INVESTMENTS, LLC
SUBDIVIDER: TRIPLE CROWN INVESTMENTS, LLC
SURVEYOR: BROWN SURVEYING SERVICES
ENGINEER: PINTAIL ENGINEERING
NUMBER OF LOTS: 8 LOTS / 3 OUTLOTS



N

1" = 100'
0' 50' 100'

BROWN SURVEYING SERVICES
P.O. Box 116, Shelton, Nebraska 68876 - (308) 216-0582

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

PT PROJECT: 26-201	DATE: 3/9/2026	SHEET 1 OF 2

GUENTHER ROAD SID SUBDIVISION

GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT

SURVEY OF: PART OF THE NORTHEAST QUARTER,

SEC 13 T 10 N, R 10 W OF THE 6TH P.M.

LEGAL DESCRIPTION

A TRACT OF LAND COMPRISING A PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTEEN, TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION THIRTEEN; THENCE ON AN ASSUMED BEARING OF S88°03'07"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 187.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF US HIGHWAY NO. 281, SAID POINT BEING THE ACTUAL POINT OF BEGINNING; THENCE S00°03'08"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1331.09 FEET TO A POINT, SAID POINT BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE S88°29'49"W ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 1323.37 FEET TO A POINT; THENCE, N00°17'23"E A DISTANCE OF 1321.09 FEET TO A POINT, SAID POINT IS ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE N88°03'07"E ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER A DISTANCE OF 1315.78 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1748949 SQUARE FEET OR 40.15 ACRES, MORE OR LESS, OF WHICH 65836 SQUARE FEET OR 1.51 ACRES, MORE OR LESS, ARE DEDICATED AS COUNTY ROAD RIGHT OF WAY.

APPROVALS

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

_____ _____

CHAIRPERSON DATE

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

_____

MAYOR

_____

CITY CLERK

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT TRIPLE CROWN INVESTMENTS, LLC, BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "***GUENTHER ROAD SID SUBDIVISION***" IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTEEN (13), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

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

_____

MIKE STOPPKOTTE, MEMBER

TRIPLE CROWN INVESTMENTS, LLC

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL SS

ON THIS ____ DAY OF _____, 2026, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED MIKE STOPPKOTTE, PARTNER, TRIPLE CROWN INVESTMENTS, LLC, TO BE PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURES ARE AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____ , NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

_____

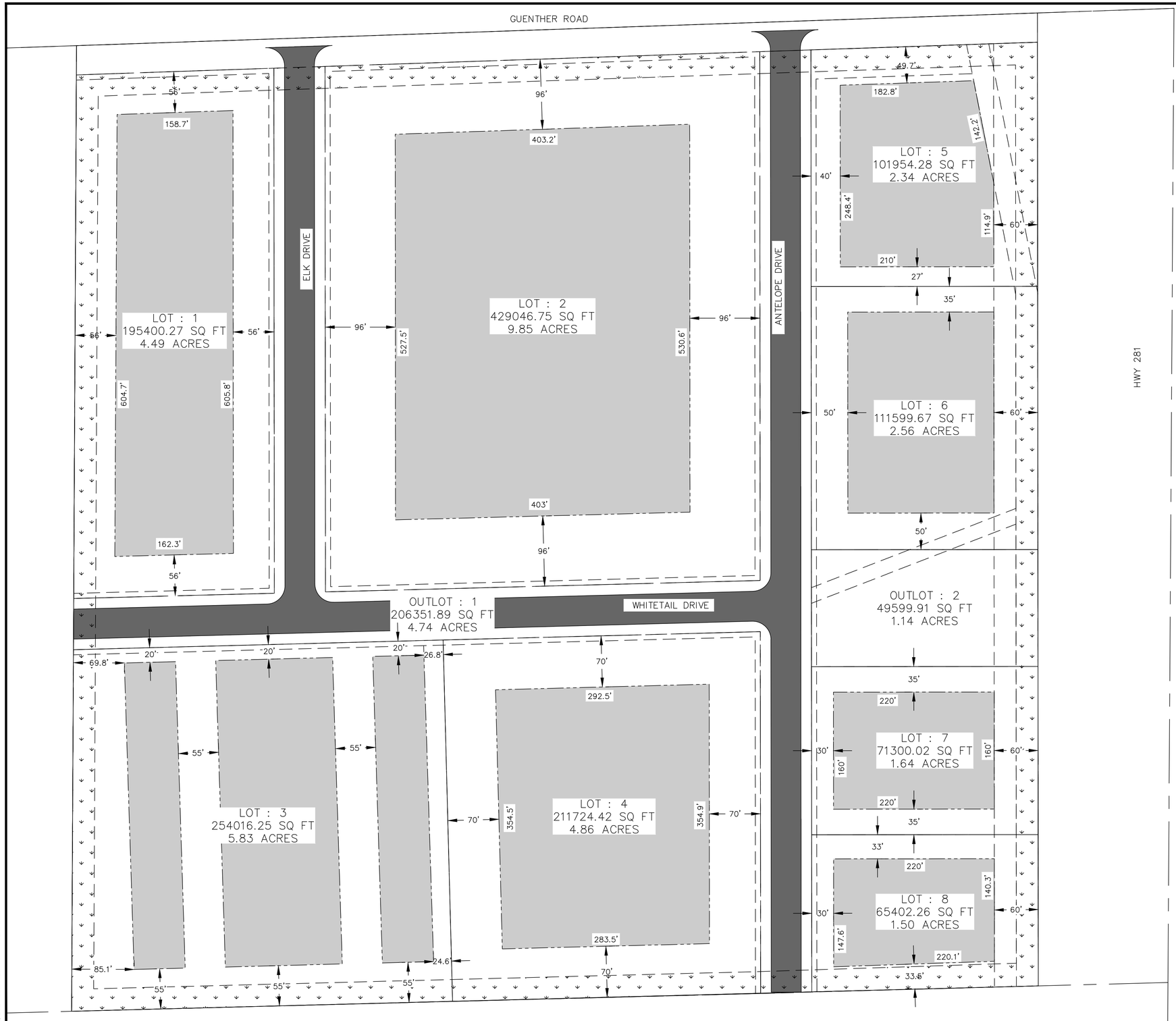
NOTARY PUBLIC

OWNER: TRIPLE CROWN INVESTMENTS, LLC
SUBDIVIDER: TRIPLE CROWN INVESTMENTS, LLC
SURVEYOR: BROWN SURVEYING SERVICES
ENGINEER: PINTAIL ENGINEERING
NUMBER OF LOTS: 8 LOTS / 3 OUTLOTS

BROWN SURVEYING SERVICES
P.O. Box 116, Shelton, Nebraska 68876 - (308) 216-0582

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

GUENTHER ROAD SID
DEVELOPMENT PLAN
MARCH 2026



LEGEND

- SECTION LINE
- PROPERTY LINE
- EASEMENT LINE
- BUILDING ENVELOPE
- 30' LANDSCAPE BUFFER

CD COVERAGE

ITEM	VALUE	UNIT
CD AREA	1,694,875.79	S.F.
BUILDING ENVELOPE	711,090.62	S.F.
COVERAGE	41.96	%

PINTAIL ENGINEERING

1309 WEST 3RD STREET
GRAND ISLAND, NE 68801

WWW.PINTAILENG.COM
TEL: 308-XXX-XXXX
NEBRASKA COA #XX-XXXX

#	DATE	REVISIONS

DEVELOPMENT PLAN

GUENTHER RD. SID
PRELIMINARY PLAT

LOCATION: 40.844272, -98.379919

DRAWN BY: BD
ENGINEER: BD
PROJECT #: 26-201
DATE: 3/2/2026

SHEET
1

FILE: C:\Users\User\Pintail Engineering\Pintail Files - Documents\Projects\26-201_Guenther SID\30-Design\CAD\Sheets\DEVPLAN_2601.dwg
DATE: 3/2/2026 11:57:16 AM USER: User

HYATT FRANCHISING, LLC

PRE-DEVELOPMENT
ARCHITECTURAL & DESIGN CRITERIA
PROTOTYPE DRAWINGS



VOLUME 2.0 ISSUE 1.0
RELEASE DATE: MAY 17, 2024

HYATT studios

HYATT FRANCHISING LLC.
150 N. RIVERSIDE PLAZA
CHICAGO, IL 60606 USA

NOTE OF CAUTION

Note #1:

The plans, criteria, design data, and other information contained in this document (collectively, the "Plans") are provided to the owner(s) of an in-development Hyatt Studios hotel or site, and their contractors, agents, or any other person(s) receiving the Plans (collectively, "Owner") by Hyatt Franchising, L.L.C. and its affiliates (collectively, "Hyatt").

Note #2:

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Note #3:

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Note #4:

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REVISIONS

DATE
05.17.2024

VOLUME **2.0** ISSUE **1.0**

SHEET TITLE
COVER

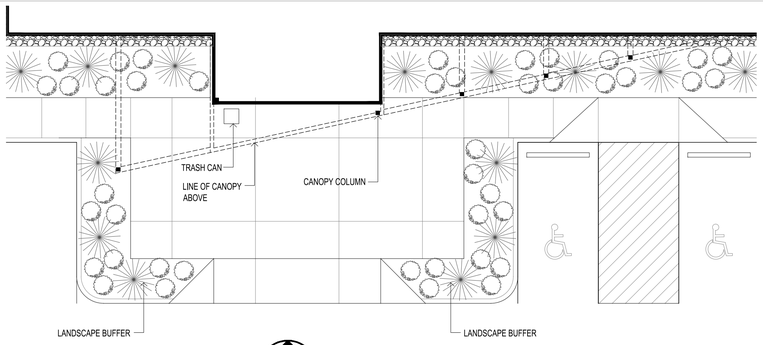
SHEET NO.
COVER

GENERAL NOTES:

1. PARKING SHALL MEET GLOBAL TECHNICAL STANDARDS AND LOCAL CODE OR ZONING REQUIREMENTS.
2. PROVIDE MINIMUM 1 PARKING STALL PER GUESTROOM OR LOCAL CODE OR ZONING REQUIREMENTS, WHICHEVER IS GREATER.
3. PROVIDE EMPLOYEE PARKING PER GLOBAL TECHNICAL STANDARDS AND LOCAL CODE OR ZONING REQUIREMENTS.
4. SITE LIGHTING AND BUILDING UPLIGHTING SHALL MEET GLOBAL TECHNICAL STANDARDS AND LOCAL CODE OR ZONING REQUIREMENTS. ADDITIONAL LANDSCAPE LIGHTING MAY BE REQUIRED FOR OUTDOOR PATIO AREAS.
5. REFER TO GLOBAL TECHNICAL STANDARDS FOR LIGHT POLES REQUIREMENTS.
6. PROVIDE GENERAL AREA LIGHTING FOR OUTDOOR PATIOS PER GLOBAL TECHNICAL STANDARDS. FIXTURE SHALL BE CHOSEN BY OWNER AND SUBMITTED TO HYATT FOR REVIEW AND APPROVAL. IF AN ALTERNATE MEANS OF LIGHTING IS DESIRED, THEN IT TOO SHALL BE SUBMITTED FOR REVIEW AND APPROVAL.
7. PROVIDE DOG WALK AREA PER GLOBAL TECHNICAL STANDARDS. LOCATION DECIDED BY OWNER.
8. PROVIDE BICYCLE RACKS PER GLOBAL TECHNICAL STANDARDS AND LOCAL CODE OR ZONING REQUIREMENTS.
9. REFER TO HYATT STUDIOS POLICIES AND PROCEDURES FOR FLAG POLE REQUIREMENTS.
10. ALL PAVING SLOPES 2% MAXIMUM AWAY FROM BUILDING. SLOPE SURROUNDING GRADE 5% MAXIMUM TO MEET FLUSH WITH PAVING.
11. ENSURE COORDINATION OF SIGNAGE, SITE LIGHTING, LANDSCAPING, AND SETBACKS WITH LOCAL JURISDICTION.
12. CONFIRM DRIVE AISLE WIDTH AND PARKING STALL DIMENSIONS WITH LOCAL CODE OR ZONING REQUIREMENTS.
13. PROVIDE EV CHARGING STATION STALLS PER GLOBAL TECHNICAL STANDARDS AND LOCAL CODE OR ZONING REQUIREMENTS.

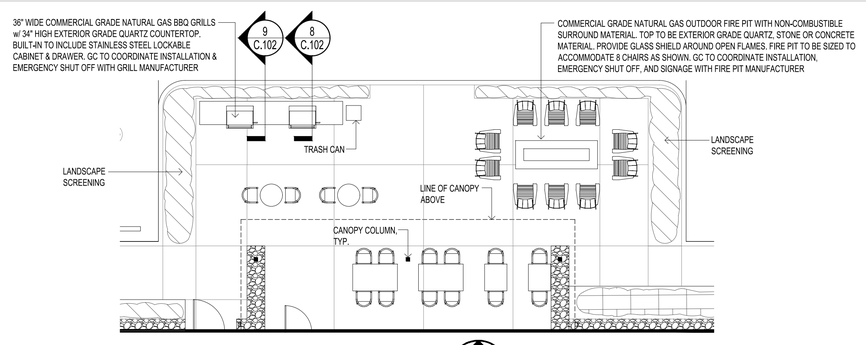
LANDSCAPING GENERAL NOTES:

1. SEE GLOBAL TECHNICAL STANDARDS FOR LANDSCAPING REQUIREMENTS.
2. PROVIDE AN AUTOMATIC IRRIGATION SYSTEM IN ALL LANDSCAPED AREAS PER GLOBAL TECHNICAL STANDARDS AND LOCAL CODE REQUIREMENTS.
3. LANDSCAPING DESIGN MUST BE SUBMITTED TO HYATT FRANCHISING, LLC FOR REVIEW AND APPROVAL.
4. PROVIDE HOSE BIBS AROUND BUILDING PERIMETER GLOBAL TECHNICAL STANDARDS.



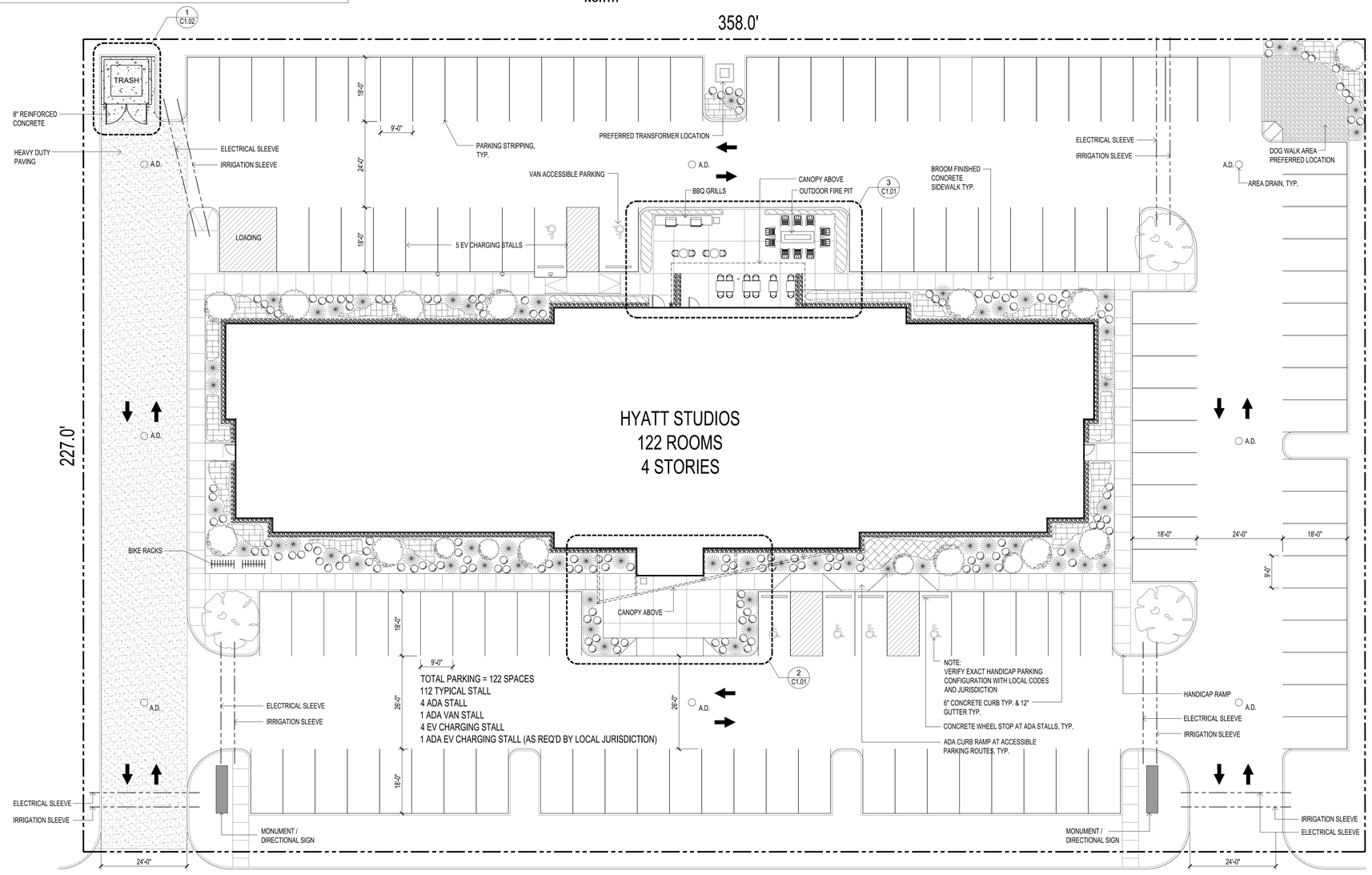
2 ENTRY OUTDOOR PLAN
SCALE : 1/8" = 1'-0"

PLAN NORTH



3 OUTDOOR PATIO AND GRILLS PLAN
SCALE : 1/8" = 1'-0"

PLAN NORTH



1 SITE PLAN
SCALE : 1/16" = 1'-0"

PLAN NORTH

LANDSCAPE LEGEND

- LARGE SHADE TREE
- ORNAMENTAL / FLOWERING MULTI TRUNK TREE
- EVERGREEN TREE
- EVERGREEN ACCENT
- SEASONAL PLANTING
- GROUND COVER
- SOD - NON SEEDED GRASS
- GRAVEL STRIP

HYATT studios

HYATT FRANCHISING LLC.
150 N. RIVERSIDE PLAZA
CHICAGO, IL 60606 USA

NOTE OF CAUTION

Note #1:

The plans, criteria, design data, and other information contained in this document (collectively, the "Plans") are provided to the owner(s) of an in-development Hyatt Studios hotel or site, and their contractors, agents, or any other person(s) receiving the Plans (collectively, "Owner") by Hyatt Franchising, L.L.C. and its affiliates (collectively, "Hyatt").

Note #2:

The Plans are provided solely for the limited purpose of communicating certain minimum design requirements applicable to the Hyatt Studios brand to assist Owners in complying with Hyatt's brand requirements. Hyatt makes no warranty or representation, express or implied, that the Plans (i) are complete, (ii) meet federal, state, or local requirements relating to persons with disabilities, (iii) meet any other general accessibility guidelines, or local code enforcement for accessibility requirements, or (iv) are suitable or adequate for any particular project. Without limiting the provisions of any written agreement between Owner and Hyatt, Owner must verify through its own means (including, without limitation, twith accessibility he use of consultants, architects, engineers, legal counsel, and other professionals), to ensure suitability, compliance requirements, and compliance with Hyatt standards. The Plans shall in no way give rise to any liability on the part of Hyatt for any defect or deficiency.

Note #3:

The Plans are not a set of construction documents, are not complete, and should not be utilized for construction bids or for any other purposes for which construction documents are needed.

Note #4:

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VOLUME **2.0** ISSUE **1.0**

SHEET TITLE
SITE PLAN

SHEET NO.
C1.01

CITY OF GRAND ISLAND

100 East First Street Grand Island, NE 68801

FILE #: 26-001029
PERMIT #: CD26-000002
ADDRESS: , Grand Island, NE 68801
DESCRIPTION: Guenther Rd SID

Permit Type
Commercial Development Application

Subtype
Final Plat

Work Description
Guenther Rd SID

Applicant
Pintail Engineering - Brian Degen
bdegen@pintaileng.com
Mailing Address: 1309 W 3rd , Grand Island, NE 68801
Primary Phone: 3082279922
Cell Phone: 3082279922

Status
Under Review

Application Date
03/18/2026

Approval Date

Issue Date

Expiration Date

Close Date

This application must be submitted a minimum of 40 calendar days prior to a Regional Planning Commission meeting to be considered at that meeting. Planning Commission meetings are typically held on the first Wednesday of the month.

CONTACT INFORMATION

Property Owner
Triple Crown Investments, LLC - Mike Stoppkotte
mlstoppkotte@gmail.com
Mailing Address: 447 H Road , Chapman, NE 68827
Primary Phone: (308) 390-4422

Surveyor/Engineers Information
Pintail Engineering - Brian Degen
bdegen@pintaileng.com
Mailing Address: 1309 W 3rd , Grand Island, NE 68801
Primary Phone: 3082279922
Cell Phone: 3082279922

APPLICATION INFORMATION

Subdivision Information

Number of Acres
40

Number of Out-Lots
3

Number of Public Out-Lots
0

Number of Out-Lots or Detention Cells Owned by Subdivision/ HOA
3

Number of Detention Cells
1

Number of Lots
8

Number of Dedicated Public Streets
0

Total Number of Lots
11.0

Right of Way Widths
70, 80

Number of Dedicated Private Streets (if applicable)
3

Street Widths
41

Type of Sidewalks

Conventional Sidewalks
Checked

Curb Sidewalks
Unchecked

Type of Commercial Uses (If applicable)

Office Space
Unchecked

Retail Space
Checked

Hotel/ Motel
Checked

Assembly
Unchecked

Other

Number of Structures
1

Number of Units
180

Number of Parking Stalls (If applicable)
122

Current Zoning
TA

Proposed Zoning
CD

Sprinkled?
Yes

Identify on the Development Site Plan for Fire Services Sheet

Is the smallest lot 3 acres or more?
No

Are you proposing an individual well or municipal water?
Yes, municipal water

Development schedule as to construction phases of buildings, open space, recreational areas, parking facilities, etc., and estimated completion time.

ADDITIONAL CONTACTS

TYPE	CONTACT
Co-owner	Triple Crown Investments, LLC - Johnny Dorn Email Address: jdorn@collabcre.com Mailing Address: 447 H Road , Chapman, Ne 68827
Co-owner	Triple Crown Investments, LLC - Erick Tjarks Email Address: etjarks@collabcre.com Mailing Address: 447 H Road , Chapman, NE 68827

LIST OF NEARBY PROPERTY OWNERS

OWNER NAME	OWNER ADDRESS	CITY, STATE, ZIP CODE
Kenneth L Clausen	3050 W Guenther Rd	Grand Island, NE 68803
Jay D Bockmann, Eric T Bockmann	4151 W Guenther Rd	Grand Island, NE 68803
James P Majerus	3493 Guenther Rd	Grand Island, NE 68803
JR4 Farm LLC	5362 S Hwy 281	Grand Island, NE 68803
Curt & Christine Smith	3468 W Guenther Rd	Grand Island, NE 68803
Leslie Stelk	5681 South North Road	Grand Island, NE 68803

SUBMITTAL DOCUMENTS

List of Owners
List of Owners.pdf

Attach additional information as necessary for all parties listed as an owner on the plat and any other party such as partners, Deed of Trust holders, etc.

Combine Utilities Sheet
COMBINED UTILITY PLAN.pdf

Electric Service Sheet
COMBINED UTILITY PLAN.pdf

Water Service Sheet
WATER UTILITY PLAN.pdf

Development Site Plan
DEVELOPMENT PLAN_26.3.17.pdf

As defined in Chapter 36 Zoning Sec. 36-78. (RD) Residential Development Zone or Sec. 36-76. (CD) Commercial Development Zone

Preliminary Building Design/Elevations and Architectural Renderings
Building Design.pdf

Building Footprint/Envelope Sheet
Building Footprint.pdf

Preliminary location and dimensions of all building areas & sign locations

Development Site Plan for Fire Services Sheet
Building Siteplan.pdf

Highlighting Building Footprints, Water Lines, Fire Hydrants, Drive Way & Truck Access

Closure Sheet
026-014 003 Parcel Closure Report.pdf

AutoCAD file
Final PLAT_2601.dwg

Additional Attachments
026-014 001 FINAL PLAT 3-18-26.pdf

ACKNOWLEDGEMENT

All owners, lien holders, etc. will be required to sign the dedication certificate on the final plat. As the applicant for this subdivision I do hereby certify that I have provided complete information regarding the ownership of the property included in this application

Providing false information on this application will result in nullification of the application and forfeiture of all related fees. If you have any questions regarding this form or subdivision regulations administered by the Hall County Regional Planning Department call (308) 385-5240.

Signature

INTERNAL ONLY

FEES

FEE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Rezoning Application Fee				$1,000.00
Final Application Fee				$600.00
			Plan Check Fees	$0.00
			Permit Fees	$1,600.00
			Total Fees	$1,600.00

PAYMENTS

DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT
04/08/2026	Credit	trn_9949b6b3-a09f-4815-aa03-dd70a0b4b951	CD26-000002	1154	Triple Crown Investments, LLC - Erick Tjarks	$1,600.00
					Amount Paid	$1,600.00
					Balance Due	$0.00

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

GUENTHER ROAD SID SUBDIVISION

Lots 1-8 Inclusive and Outlots 1-3 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, TRIPLE COUNT INVESTMENTS, L.L.C., hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A TRACT OF LAND COMPRISING A PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTEEN, TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION THIRTEEN; THENCE ON AN ASSUMED BEARING OF S88°03'07"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 187.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF US HIGHWAY NO. 281, SAID POINT BEING THE ACTUAL POINT OF BEGINNING; THENCE S00°03'08"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1331.09 FEET TO A POINT, SAID POINT BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE S88°29'49"W ALONG THE SOUTH

LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 1323.37 FEET TO A POINT; THENCE, N00°17'23"E A DISTANCE OF 1321.09 FEET TO A POINT, SAID POINT IS ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE N88°03'07"E ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER A DISTANCE OF 1315.78 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1748949 SQUARE FEET OR 40.15 ACRES, MORE OR LESS, OF WHICH 65836 SQUARE FEET OR 1.51 ACRES, MORE OR LESS, ARE DEDICATED AS COUNTY ROAD RIGHT OF WAY.;

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

1. **Commercial Development Zone**. This subdivision is within a designated Commercial Development Zone and shall be regulated in accordance with Chapter 36 of the Grand Island City Code. A Development Plan as attached hereto and incorporated herein by reference is hereby approved for such parts of the Subdivision. Any amendments to such Development Plan shall be approved by the City of Grand Island in accordance with the Grand Island City Code. The official

Development Plan shall be on file with the City's Planning Department.

The initial approval of this subdivision includes a hotel to be built upon lot six (6). The height of the hotel shall not exceed eighty (80) feet above Antelope Drive at the midpoint of lot six (6). Development on Lots one through five (1-5) and lots seven (7) and eight (8) shall not be permitted without a development plan approved by the Grand Island City Council as an amendment to the CD Commercial Development Zoning District.

2. **Paving**. The Subdivider agrees Elk Drive, Antelope Drive and Whitetail Drive are planned as private roads to be owned and maintained by the developer or a property owners association created for that purpose. If Elk Drive, Antelope Drive and Whitetail Drive are built in accordance with plans and specifications approved by the City's Director of Public Works, and subject to the City's inspection the City may choose to accept the streets into the public system at or after annexation into the City.

If the Subdivider fails to pave Elk Drive, Antelope Drive and Whitetail Drive, the City may create a paving district to perform such work prior to acceptance into the City's public street system.

The Subdivider shall be responsible for improvements to Guenther Road as required by Hall County Department of Roads prior to approval of access to Antelope Drive and/or Elk Drive onto Guenther Road. The Subdivider agrees to waive the right to object to the creation of any paving district for Guenther Road where it abuts the subdivision.

The Subdivider waives the right to protest the creation, expansion, modification, or correction of any future paving district within or abutting the subdivision.

Developer agrees to maintain temporary aggregate turnarounds at dead end roads longer than 150' (west end of Whitetail Drive and south end of Antelope Drive). Temporary access easements

will allow access to the turnarounds as shown on the final plat. Temporary access easements will be considered vacated and no longer needed or required upon extension of Whitetail Drive and/or Antelope Drive is extended into the adjoining property.

3. **Water**. Public water supply provided by the City of Grand Island is not available to the subdivision. The developer will be responsible for providing a private water system for domestic and fire protection uses to all lots and their own expense. If the private water system is built in accordance with plans and specifications approved by the City, and subject to the City's inspection the City may choose to accept the system into the public system at or after annexation into the City. The Subdivider waives the right to protest the creation, expansion, modification, or correction of any future water district within or abutting the subdivision.

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

This property is subject to a sewer tap assessment associated with Sewer District 530T. The tap assessment of $236,539.57 is due and payable prior to final approval of sanitary sewer design plans for the subdivision.

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

Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

All drainage easements without any public drainage structures dedicated with this subdivision are to protect a drainage route per the approved preliminary plat grading plan, and all modifications approved with subsequent subdivisions. It shall be the property owners responsibility to allow water to drain in these areas and maintain accordingly. All drainage issues in these areas are considered civil matters between property owners.

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

Outlot 3 is a private detention cell and shall be maintained as a private detention cell. The Subdivider or an owners association shall be responsible for maintenance and care of Outlot 3.

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

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

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
Elk Drive		X	NO
Antelope Drive		X	NO
Whitetail Drive		X	NO

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

7. **Flood Plain.** Since portions of the subdivision are within a delineated flood plain, all structures within areas identified as a special flood hazard area constructed shall have the lowest floor elevation to a minimum of one foot above the elevation of the 100-year flood as determined by the building permit received by the Subdivider or successors from the City of Grand Island under the provisions of applicable Federal, State, or local laws and regulations. No basement shall be constructed in connection with any structure in the flood plain unless such basement is floodproofed and certified as such by a qualified engineer or architect.

8. **Landscaping.** The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island, and plans as approved with the issuance of a building permit.

9. **Annexation.** The Subdivider agrees to waive the right to protest the annexation of the subdivision into the City of Grand Island.

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

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

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

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

14. **Care and Maintenance.** Subdivider acknowledges and understands that at all times during the development process and at all times thereafter the property must be maintained in compliance with City Code including insuring that no grass, weeds, or worthless vegetation accumulates and that the property remains free and clear of any prohibited garbage, waste, rubbish or

construction debris except for construction materials as allowed by law. Subdivider will ensure all contractors, subcontractors, current and subsequent owners, or successors and assigns are notified of their obligations to maintain the property as required by City Code.

Dated _____, 2026.

TRIPLE CROWN INVESTMENTS, L.L.C.,
Subdivider

By: _____
Mike Stoppkotte, Member

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mike Stoppkotte, Member of Triple Crown L.L.C., known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Triple Crown, L.L.C.

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____
Jill Granere, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

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

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

ORDINANCE NO. 10,074

An ordinance rezoning certain tracts of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising part of the Northeast Quarter (NE ¼) of Section Thirteen (13), Township Ten (10) North, Range Ten (10) West of the 6th P.M., in Hall County, Nebraska. Located south of Guenther Road and west of U.S. Highway 281 in the zoning jurisdiction of Grand Island, Nebraska from TA Transitional Agriculture to CD Commercial Development Zone in the zoning jurisdiction of Grand Island, Hall County, Nebraska as more particularly described below, and directing that such zoning changes and classifications be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on May 6, 2026, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Neb. Rev. Stat. Section 19-923 (2022), has been given to the Board of Education of School District No. 2 in Hall County, Nebraska; and

WHEREAS, on May 26, 2026, the City Council held a public hearing on the proposed zoning of such area and all persons who desired to speak were heard and any comments were made a part of the record. NOW THEREFORE,

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

SECTION 1. The City Council makes the following findings with regards to the proposed zoning changes:

A. The proposed change to the zoning from TA Transitional Agriculture Zone to CD Commercial Development Zone is consistent with the Future Land Use Map of the City of Grand Island.

B. The proposed changes to the zoning from TA Transitional Agriculture Zone to CD Commercial Development Zone is consistent with the preliminary plat proposed for approval for the development of the area with this application.

SECTION 2. The following tract of land is hereby rezoned and reclassified and changed TA Transitional Agriculture Zone to CD Commercial Development Zone:

A TRACT OF LAND COMPRISING A PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTEEN, TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION THIRTEEN; THENCE ON AN ASSUMED BEARING OF S88°03'07"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 187.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF US HIGHWAY NO. 281, SAID POINT BEING THE ACTUAL POINT OF BEGINNING; THENCE S00°03'08"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1331.09 FEET TO A POINT, SAID POINT BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE S88°29'49"W ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 1323.37 FEET TO A POINT; THENCE, N00°17'23"E A DISTANCE OF 1321.09 FEET TO A POINT, SAID POINT IS ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE N88°03'07"E ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER A DISTANCE OF 1315.78 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1748949 SQUARE FEET OR 40.15 ACRES, MORE OR LESS, OF WHICH 65836 SQUARE FEET OR 1.51 ACRES, MORE OR LESS, ARE DEDICATED AS COUNTY ROAD RIGHT OF WAY.;

SECTION 3. That the proposed development plan for the above described real estate, as shown on the plan submitted with the rezoning request is approved.

SECTION 4. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-44 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance and that the approved development plan be kept in the records of the Hall County Regional Planning Department.

SECTION 5. That 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: May 26, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

R E S O L U T I O N 2026-139

WHEREAS know all men by these presents, that Triple Crown Investments, LLC, being the owner of the land, described hereon, have caused same to be surveyed, subdivided, platted and designated as "GUENTHER ROAD SID SUBDIVISION", a tract of land comprising a part of the Northeast Quarter (NE ¼) of Section Thirteen, Township Ten (10) North, Range Ten (10) West of the 6th P.M., Hall County.

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 26, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 7.e.

Subject: Public Hearing to Consider Rezoning Lot 2 of Sterling Estates Ninth Subdivision from RD Residential Development Zone to an amended RD Residential Development Zone to reconfigure the buildings and units permitted on the lot.

#10,075 - Consideration of Approving Rezoning Lot 2 of Sterling Estates Ninth Subdivision from RD Residential Development Zone to an amended RD Residential Development Zone to reconfigure the buildings and units permitted on the lot.

Staff Contact: Chad Nabity, AICP

BACKGROUND:

An application has been made to amend the development plan for Lot 2 of Sterling Estates Ninth Subdivision. This property is located south of Capital Avenue and west of the Moore's Creek Drainway.

Changes approved in 2016 altered the original plan as follows: changes to the development plan would combine the two (10 unit) buildings on the northeast side of the lot into a single building with 30 units. This will allow for the creation of an additional 46 parking spaces on the property. The number of units in the second phase of this development changed from 140 as originally approved to 150 units. Sixty units of these approved with second phase (2016) were built and are in the building on the west side of the property. The central portion was approved for 90 units in 7 buildings in 2016. All of the proposed changes are in this central portion on lot 2.

The new proposed plan would include 4 building on lot 2 with 30 apartments in each unit. These buildings could be substantially similar to the Sterling apartment buildings immediately to the east (Phase 1 of this development).

DISCUSSION:

OVERVIEW:

Site Analysis

***Current zoning designation*: RD- Residential Development**

Permitted and conditional uses: **RD**: The approved RD Zone development plan allows 300 units of apartments in 10 buildings.

***Comprehensive Plan Designation*:** Medium Density Residential-Office

***Existing land uses*:** Vacant Undeveloped Property

Adjacent Properties Analysis

***Current zoning designations*:**

- **West:** RD Residential Development Zone, Sterling Apartments part of Phase 2
- **East**: RD Residential Development Zone, Sterling Apartments Phase 1
- **South and North**: R2-Low Density Residential Zone

Permitted and conditional uses:

- **R2**- Residential uses at a density of 7 dwelling units per acre with 35% coverage, recreational uses, non-profit and institutional uses along with agricultural uses.
- **RD** The first phase of this apartment complex as built.

***Comprehensive Plan Designation*:**

- **East and South**: Medium Density Residential-Office
- **North and West:** Low to Medium Density Residential

***Existing land uses*:**

- **North:** Farm Ground
- **East**: Existing apartments as part of this development,
- **West**: Existing apartments as part of this development,
- **South**: Townhouse Residential and City Park

EVALUATION:

Positive Implications:

- *In general conformance with the City's Comprehensive Land Use Plan* : This particular site is designated Medium Density Residential to Office uses within the plan.

- *Uses would be consistent with the level of service intended for Capital Avenue* : Capital Avenue is an arterial street. Apartments using Capital as a primary street would be appropriate.
- *Monetary Benefit to Applicant*: As always this change has the potential to benefit the applicant monetarily.
- *New Market Rate Rental Housing:* One of the factors constraining growth within the community is the availability of housing. This would help relieve at least one section of that need. This is the second phase of the development and has been adjusted by the developer to fit what they believe the market is looking for at this time.

Negative Implications:

- *None foreseen*

Other

The developer is proposing to build four more apartment buildings with total of 120 dwelling units on this site (330 units total for the development including phase 1 and the western most building that was part of the original phase 2 approved in 2016). This revised plan only applies to Lot 2 in between the two phases of existing building. Instead of one 30 unit building and six 10 unit buildings they are proposing four 30 unit buildings for an increase of 30 units in the same space. At the proposed density, this development would be 25.57 units per acre for the overall development. This is significantly less development than could be allowed in the current RO zoning district (no limit as long a parking is provided) and less that can occur in the adjacent R4 zoning districts (43 units per acre). This development provides public utilities within the development. Road access from Capital Avenue into the development splits to provide a circular access pattern to the apartments. The access to the apartments south of Capital would be a private drive not a public street.

From the May 6, 2025 Planning Commission Meeting:

Nabity stated that application had been made to amend the development plan for Lot 2 of Sterling Estates Ninth Subdivision. The new proposed plan would include 4 buildings with a total of 120 dwelling units on lot 2. These buildings could be similar to the Sterling apartment buildings to the east. The revised plan only applies to Lot 2.

Ryan Kvan with JEO indicated that he was present to answer any questions regarding the planned development.

O'Neill closed the public hearing.

A motion was made by Rainforth and second by Nelson to approve the Rezoning of Lot 2 of Sterling Estates Ninth Subdivision from RD Residential Development Zone to an amended RD Residential Development Zone.

The motion carried with 10 members voting in favor (O'Neill, Ruge, Rainforth, Monter, Avery, Goplin, Ostermeier, Barnes, Nelson and Doane) with no members voting no and no members abstaining and two members absent (Robb and Simmerman).

FISCAL IMPACT: There is no fiscal impact.

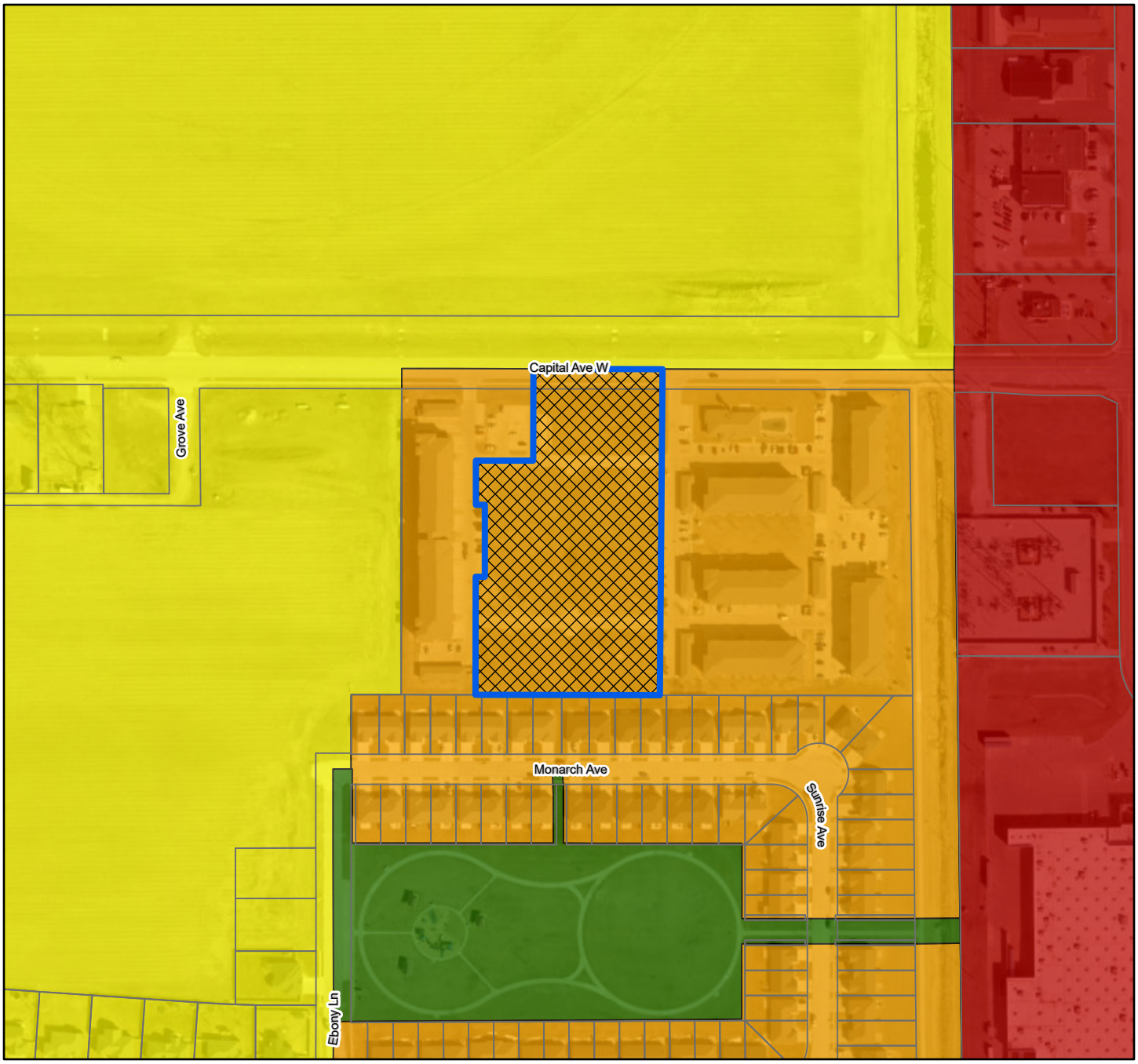
ALTERNATIVES: Approve the revised development plan and amending the Residential Development Zone.
Deny the revised development plan and amending the Residential Development Zone.

RECOMMENDATION: Approve the revised development plan and amending the Residential Development Zone.

SAMPLE MOTION: Move to approve of the proposed changes to the Residential Development Zone and development plan for Lot 2 of Sterling Estates Ninth Subdivision.

ATTACHMENTS:
1. Sterling Future Land-use Map
2. Prelim Site
3. Shive Elevations
4. Phase 2 Development plan
5. Sterling Rezone App
6. Ordinance

PROPOSED ZONING CHANGE SITE
GRAND ISLAND FUTURE LANDUSE MAP



Legend

Proposed Rezoning Location

Grand Island Future Land Use

- Low-Medium Density Residential
- Medium Density Residential-Office (MDO)
- General Commercial (GC)
- Parks/Recreation (P/R)

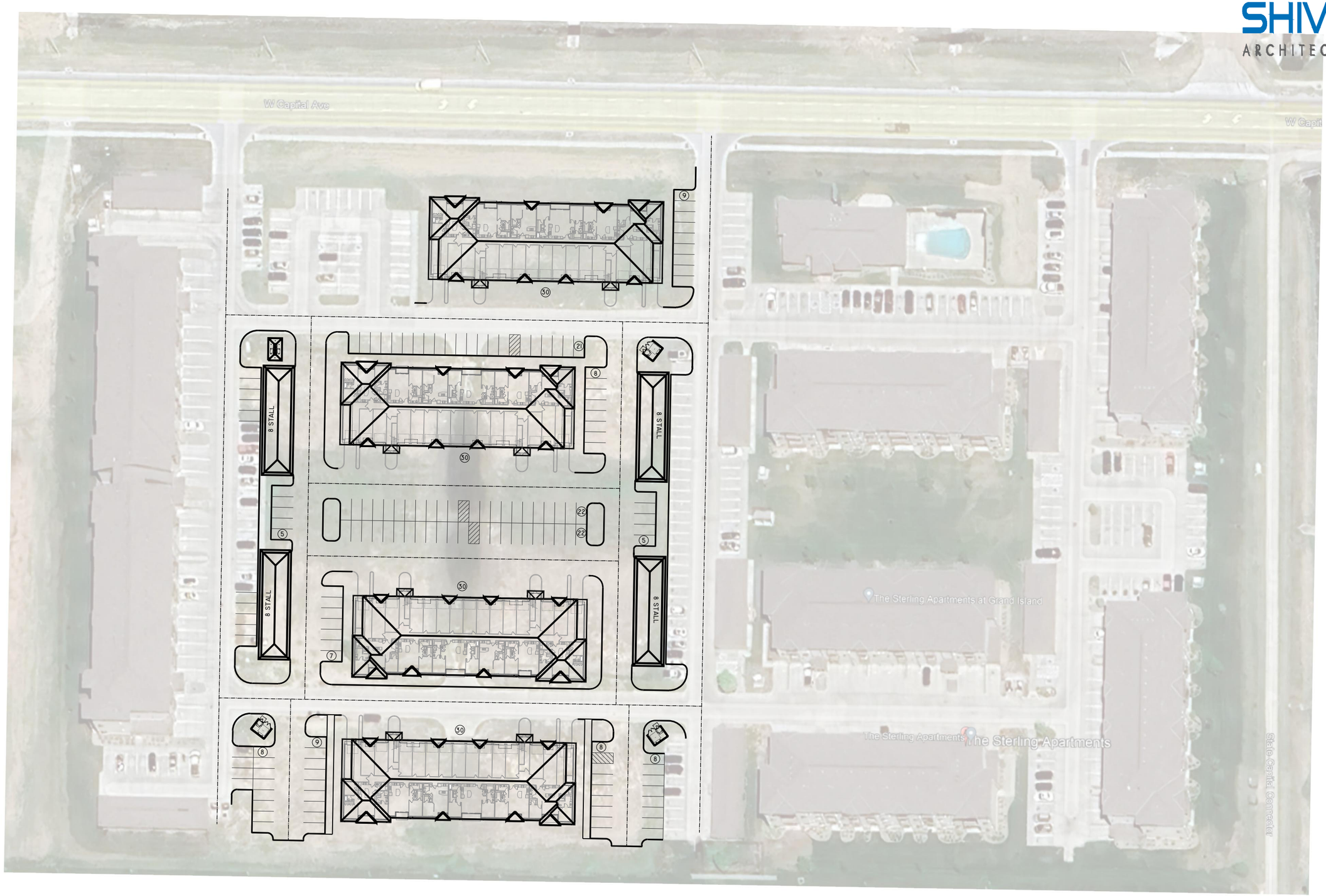
N

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

1 inch equals 300 feet

P:\MXD_Files\ArcGIS_Pro\Redevelopment_Rezoning\Redevelopment_Rezoning.aprx

SHIVEHATTERY
ARCHITECTURE+ENGINEERING



(4) 30-PLEXES: 120 UNITS
60 ATTACHED GARAGES
60 TANDEM STALLS
32 DETACHED GARAGES
132 SURFACE STALLS
TOTAL PARKING: 284
PARKING RATIO: 2.37:1

NORTH

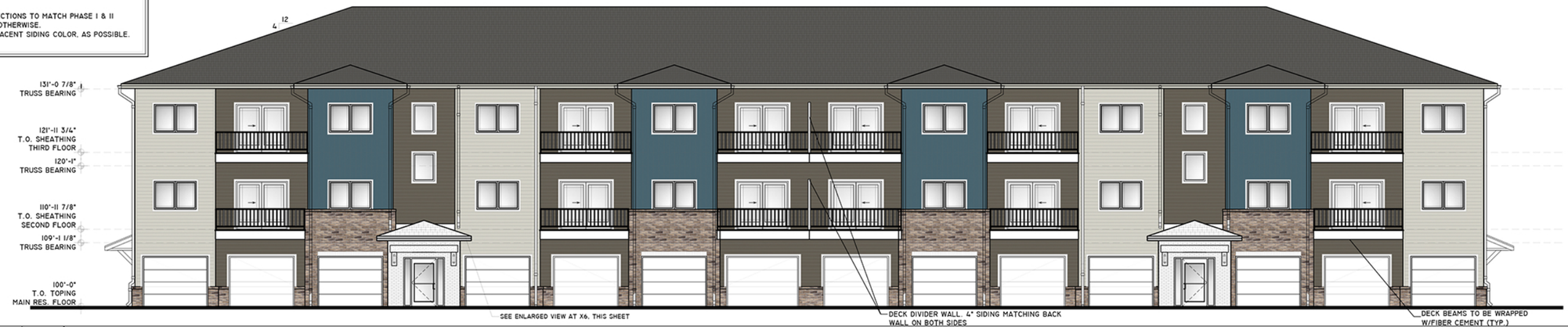
OPTION 2 SITE PLAN

1"=80'-0"

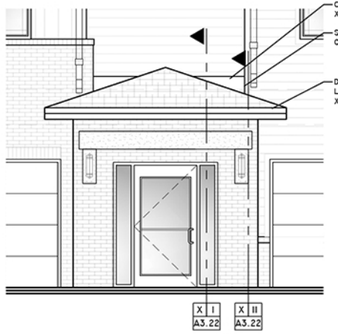
0 40 80

Sterling G.I. Phase 3	GRAND ISLAND, NE	2024.10.15

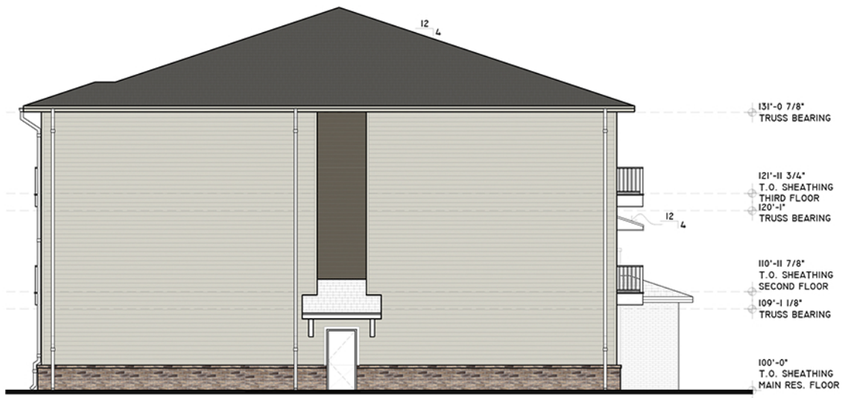
NOTES:
1.) FINAL MATERIAL SELECTIONS TO MATCH PHASE I & II UNLESS OWNER DECIDES OTHERWISE.
2.) VENTS TO MATCH ADJACENT SIDING COLOR, AS POSSIBLE.



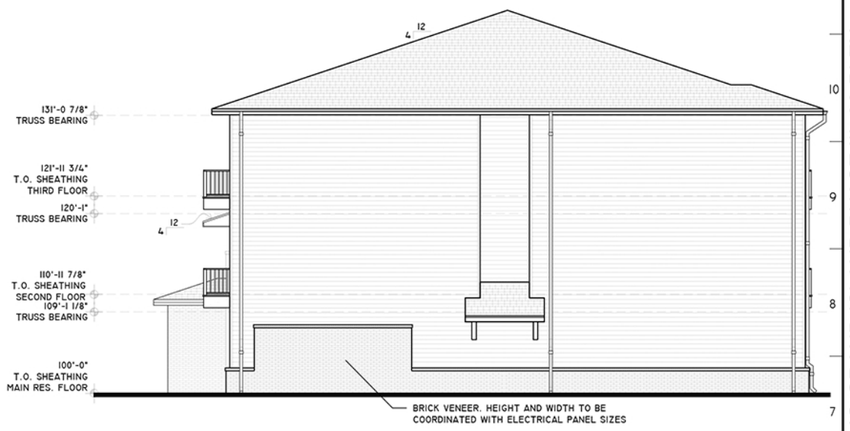
W | 11	FRONT ELEVATION
1/8" = 1'-0"	



X | 6	ELEVATION DETAIL
1/4"=1'-0"	AT ENTRY



S | 6	SIDE ELEVATION
1/8" = 1'-0"	



H | 6	SIDE ELEVATION
1/8" = 1'-0"	



W | I	REAR ELEVATION
1/8" = 1'-0"	

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
800P St. Suite 203 | Lincoln, Nebraska 68508
402.477.1666 | www.shive-hattery.com
Iowa | Illinois | Indiana | Nebraska

SEAL

Preliminary not for construction

STERLING GRAND ISLAND PHASE III: 30-PLEX
Multi-Family
GRAND ISLAND, NEBRASKA
BUILDING ELEVATIONS - OPTION C

NO.:	ISSUED FOR:	DATE:
	ARCH PROGRESS SET	2026.02.27
	ELEVATION OPTIONS	2026.03.12

DRAWN: LR
APPROVED: DJ
ISSUED FOR: PERMIT
DATE:
PROJECT NO: 2260003390
FIELD BOOK:
CLIENT NO:

A3.01-C

STERLING ESTATES NINTH SUBDIVISION

PHASE 2 DEVELOPMENT PLAN

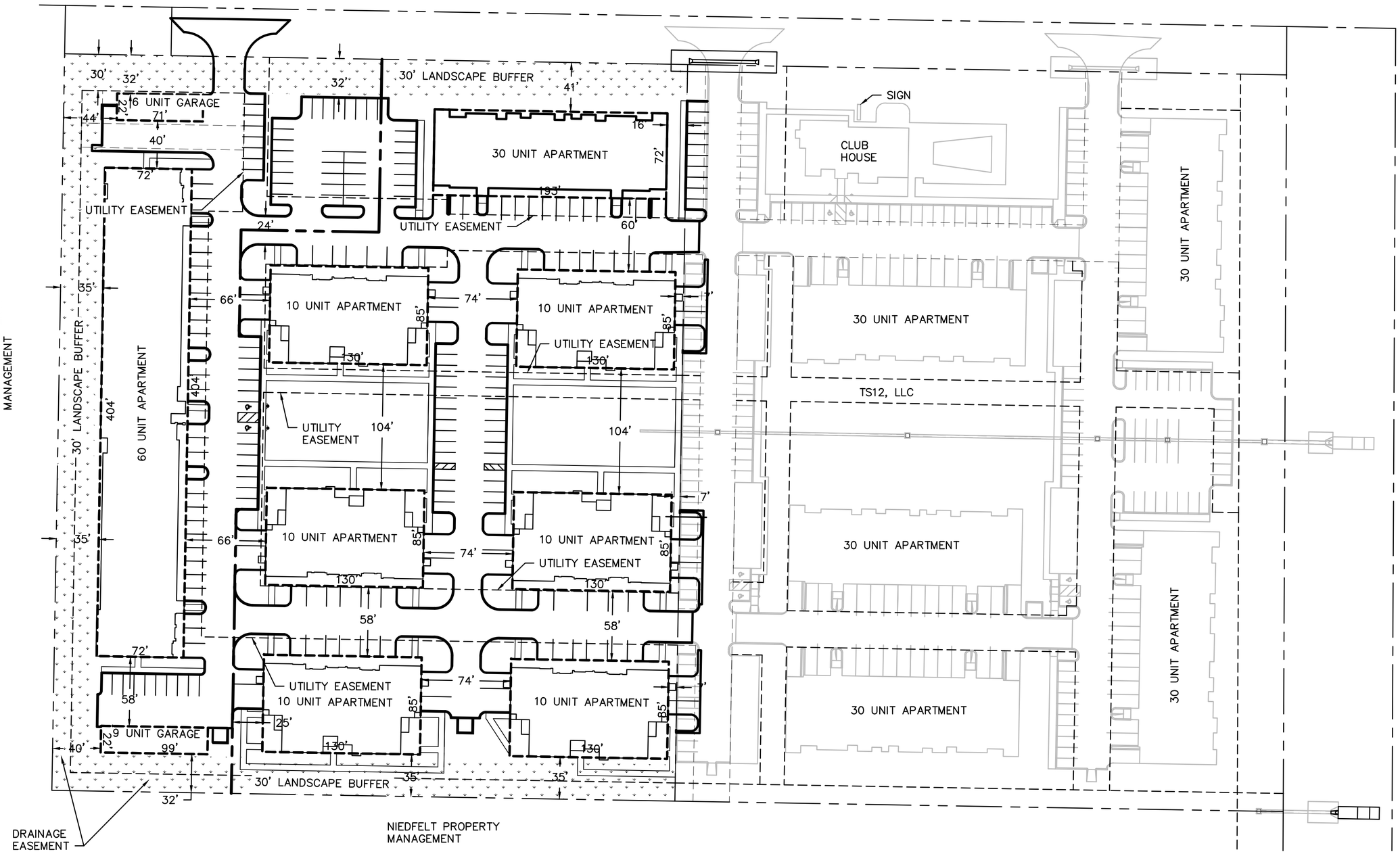


EXHIBIT A

OLSSON ASSOCIATES
201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

DWG: F:\Projects\014-2919_PBIN\Preliminary_Plat\2015\014-2919_DP_REV-3.dwg USER: atoupin
DATE: Feb 22, 2017 2:55pm XREFS: 014-2919_PBASE_EXISTING_PHASE-1 014-2919_ROW 014-2919_PBASE_REV-1

CITY OF GRAND ISLAND

100 East First Street Grand Island, NE 68801

FILE #: 26-001652
PERMIT #: RDA26-000002
ADDRESS: 3763 CAPITAL Avenue BLDG G, Grand Island, NE 68803
DESCRIPTION: Sterling -Development Plan Change: Building Envelopes

Permit Type
Residential Development Amendment

Subtype
Amendment

Work Description
Sterling -Development Plan Change: Building Envelopes

Applicant
SB Communities - Deborah Kline
deborah@sgrecommunities.com
Home Address: 3532 S 101 ST , Omaha, NE 68124
Primary Phone: (402) 253-5199
Cell Phone: (402) 253-5199
Work Phone: (402) 253-5199

Status
Under Review

Application Date
04/16/2026

Approval Date

Issue Date

Expiration Date

Close Date

This application must be submitted a minimum of 40 calendar days prior to a Regional Planning Commission meeting to be considered at that meeting. Planning Commission meetings are typically held on the first Wednesday of the month.

CONTACT INFORMATION

Property Owner
SB Communities - Deborah Kline
deborah@sgrecommunities.com
Home Address: 3532 S 101 ST , Omaha, NE 68124
Primary Phone: (402) 253-5199
Cell Phone: (402) 253-5199
Work Phone: (402) 253-5199

Surveyor/Engineers Information
JEO Consulting Group, Inc. - David Harnisch, Jr.
dharnisch@jeo.com
Mailing Address: 319 N Locust Street , Grand Island, NE 68801
Work Phone: ( ) -

APPLICATION INFORMATION

Subdivision Information

Number of Acres
4

Number of Out-Lots
0

Number of Public Out-Lots
0

Number of Out-Lots or Detention Cells Owned by Subdivision/ HOA
0

Number of Detention Cells
0

Number of Lots
1

Total Number of Lots
1.0

Number of Dedicated Public Streets
0

Right of Way Widths
0

Number of Dedicated Private Streets (if applicable)
0

Street Widths
0

Type of Sidewalks

Conventional Sidewalks
Unchecked

Curb Sidewalks
Unchecked

Type of Commercial Uses (If applicable)

Office Space
Unchecked

Retail Space
Unchecked

Hotel/ Motel
Unchecked

Assembly
Unchecked

Other
Multi-Family Residental

Number of Structures
8

Number of Units
120

Number of Parking Stalls (If applicable)

Current Zoning
RD

Proposed Zoning
RD

Sprinkled?
Yes

Identify on the Development Site Plan for Fire Services Sheet

Development schedule as to construction phases of buildings, open space, recreational areas, parking facilities, etc., and estimated completion time.
We plan to break ground this spring (Spring 2026). We estimate completion of the development in 2 years (Spring 2028)

LIST OF NEARBY PROPERTY OWNERS

OWNER NAME	OWNER ADDRESS	CITY, STATE, ZIP CODE
Irine/Pamela and Robs	77732 470th Ave	Ravenna, NE 68869
L&P Investments, LLC	429 Industrial Dr	Grand Island, NE 68803
Starostka-Lewis, LLC	429 Industrial Dr	Grand Island, NE 68803
Lewis-Starostka, Inc.	429 Industrial Dr	Grand Island, NE 68803
TS12, LLC c/o Access Commercial	10730 Pacific St Ste 230	Omaha, NE 68114
TS12 Phase II, LLC c/o Access Commercial	10730 Pacific St Ste 230	Omaha, NE 68114

ADDITIONAL CONTACTS

SUBMITTAL DOCUMENTS

List of Owners
List of Owners.pdf

Attach additional information as necessary for all parties listed as an owner on the plat and any other party such as partners, Deed of Trust holders, etc.

Combine Utilities Sheet
Utilities.pdf

Electric Service Sheet
Utilities.pdf

Development Site Plan
Prelim Site 2024-10-15 Option 2.pdf

As defined in Chapter 36 Zoning Sec. 36-78. (RD) Residential Development Zone or Sec. 36-76. (CD) Commercial Development Zone

Preliminary Building Design/Elevations and Architectural Renderings

Shive Elevations.pdf

Building Footprint/Envelope Sheet

30-plex Exhibit.pdf

Preliminary location and dimensions of all building areas & sign locations

Highlighting Building Footprints, Water Lines, Fire Hydrants, Drive Way & Truck Access

Closure Sheet

Closure and AutoCAD.pdf

AutoCAD file

Closure and AutoCAD.pdf

Additional Attachments

ACKNOWLEDGEMENT

All owners, lien holders, etc. will be required to sign the dedication certificate on the final plat. As the applicant for this subdivision I do hereby certify that I have provided complete information regarding the ownership of the property included in this application

Providing false information on this application will result in nullification of the application and forfeiture of all related fees. If you have any questions regarding this form or subdivision regulations administered by the Hall County Regional Planning Department call (308) 385-5240.

Signature

INTERNAL USE

MEETING DATE	SELECT TYPE
05/06/2026	Planning Commission

FEES

FEE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Rezoning Application Fee				$1,000.00
			Plan Check Fees	$0.00
			Permit Fees	$1,000.00
			Total Fees	$1,000.00

PAYMENTS

DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT
04/21/2026	Credit	trn_649febc5-1269-41f4-b44c-5829004db3a6	RDA26-000002	1345	SB Communities - Deborah Kline	$1,000.00

Amount Paid	$1,000.00
Balance Due	$0.00

ORDINANCE NO. 10,075

An ordinance rezoning certain tracts of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land a tract of land described as Lot 2 of Sterling Estates Ninth Subdivision in the City of Grand Island, Hall County, Nebraska, from RD-Residential Development Zone to an amended RD-Residential Development Zone approving a change in the development plan as shown on the updated plan approved with this ordinance; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on May 6, 2026, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Neb. Rev. Stat. Section 19-923 (2022) has been given to the Board of Education of School District No. 2 in Hall County, Nebraska; and

WHEREAS, after public hearing on May 26, 2026, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned and reclassified and changed from RD-Residential Development Zone to an amended RD-Residential Development Zone: LOT 2 OF STERLING ESTATES NINTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY NEBRASKA

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-44 of the Grand Island City Code be, and the same is,

hereby ordered to be changed, amended, and completed in accordance with this ordinance and that the amended development plan be kept in the records of the Hall County Regional Planning Department.

SECTION 3. That 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: May 26, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 8.a.

Subject: #2026-140 - Approving Real Estate Option Agreement with Nebraska Game and Parks Foundation for Camp Augustine

Staff Contact: Kari Fisk, City Attorney & Patrick Brown, City Administrator

---

BACKGROUND: On October 31, 2023 the City of Grand Island purchased Camp Augustine from Overland Trails Council of Boy Scouts of America, Inc . The intent at the time of the purchase of the City was to preserve, maintain, and enhance into a City park.

Camp Augustine is roughly 156.27 acres in size. Immediately east of the property is approximately 40 acres of Federally owned land and to the south is 348 acres of Nebraska Game and Parks land that includes Mormon Island State Recreation Area.

The City and the Nebraska Game and Parks Foundation are now both in the position to execute a purchase agreement whereby the City will sell its interest in Camp Augustine for inclusion into the Nebraska State Parks system.

DISCUSSION: The City and the Nebraska Game and Parks Foundation have been in negotiations for the sale of Camp Augustine to the Foundation for inclusion as a Nebraska State Park. This Real Estate Option Agreement is the result of that negotiation process. The key terms of this agreement are:

1. Total sale price is $2,150,000.
2. The City is granting to the Foundation the exclusive and irrevocable right and option to purchase Camp Augustine.
3. The Foundation will have thirty-six (36) months to exercise this option to purchase beginning on the date the Agreement is signed and will expire at 5:00 p.m. on April 30, 2029. If not exercised by that date, the City will be able to sell the land to any other potential buyer.
4. The current Option Price - the amount the Foundation will pay to the City now for the holding of the 36 month option window - is $21,000. The Option Price will be credited toward the final purchase price if the option is exercised.
5. The option is not renewable - the Foundation has 36 months to exercise the option and no longer.

6. Each party will pay half of the closing costs.

This purchase will be subject to the statutory 30 day remonstrance period.

FISCAL IMPACT: -

ALTERNATIVES: -

RECOMMENDATION: Move to approve the Real Estate Option Agreement with Nebraska Game and Parks Foundation for sale of Camp Augustine to the Foundation for $2,150,000.

SAMPLE MOTION: Move to Approve the Real Estate Option Agreement with Nebraska Game and Parks Foundation.

ATTACHMENTS:
1. Camp Augustine Purchase Agreement
2. Resolution

REAL ESTATE
OPTION AGREEMENT

This Real Estate Option ("Option Agreement" or "Agreement") is made and entered into as of this _____ day of May, 2026, by and between The Nebraska Game and Parks Foundation, a Nebraska non-profit corporation, or its assigns ("Buyer" or "Optionee"), and The City of Grand Island, Nebraska, a municipal corporation ("Seller" or "Optionor").

RECITALS

A. Seller owns the approximately 156 acres of real estate (as defined in Neb. Rev. Stat. § 76-201) located generally at 2299 Camp Augustine Road, Doniphan, Nebraska, and legally described on Exhibit "A" attached hereto and incorporated herein by this reference and also known as Parcels 400254883, 400237865, and 400239477 in the records of the Hall County Assessor's Office (the "Property").

B. Buyer desires to acquire an option to purchase the Property from Seller pursuant to the terms and conditions contained herein.

C. Seller is willing to provide Buyer with an option to acquire the Property as further described herein.

NOW, THEREFORE, In consideration of the mutual covenants and agreements of the parties recited herein, it is mutually agreed as follows:

ARTICLE I

OPTION TO PURCHASE

1.1 **Option**. In consideration of the Option Price, as defined herein, and other valuable consideration, Seller hereby grants to Buyer an exclusive and irrevocable right and option ("Option") to purchase the Property subject to the terms and conditions hereinafter specified. The legal description of the Property as set forth above is subject to correction by the Title Company (as defined below).

1.2 **Term**. This Option shall extend for a period of approximately thirty-six (36) months (the "Option Term") beginning on May __, 2026, and shall expire, if not then exercised by 5:00 p.m. on April 30, 2029 (the "Expiration Date") without any further action by Seller or Buyer. The parties acknowledge and agree that the Closing may take place outside of the Option Term if the Option is properly exercised before the Expiration Date.

1.3 **Option Price**. Buyer shall pay to Seller the sum of Twenty-One Thousand and no/100 Dollars ($21,000.00) (the "Option Price") for the Option provided herein. The Option Price shall be paid to Seller (and held by the Title Company) within five (5) days of the date this Option Agreement is fully executed by the parties (the "Effective Date"). The Option Price is nonrefundable if Buyer does not exercise the Option pursuant to Paragraph 1.4. The Option Price will be applied as a credit against the Purchase Price if Buyer exercises the Option.

1.4 **Exercise**. In order to exercise this Option, Buyer shall deliver to Seller written notice of its exercise hereof in accordance with Paragraphs 1.2 above and 4.13 below. Failure to exercise this Option prior to the Expiration Date shall act as an expiration and termination of Buyer's rights hereunder.

1.5 **No Renewal**. Buyer shall not have the right to renew this Option to purchase the Property. If Buyer has not previously exercised its right to purchase the Property hereunder prior to the Expiration Date, this Option shall be automatically terminated without any further action from the Seller or Buyer.

1.6 **Offer to Buy Real Estate and Acceptance**. If Buyer exercises the Option, then the parties shall be bound to the terms and conditions of this Option Agreement which shall also operate as a Real Estate Purchase Agreement.

1.7 **Purchase Price**. At Closing, as defined herein, Buyer agrees to pay to Seller the sum of Two Million One Hundred Fifty Thousand and no/100 Dollars ($2,150,000.00) (the "Purchase Price"). On the Closing Date, Buyer shall pay to Seller, the Purchase Price in cash, by cashier's check, or by wire transfer of immediately available funds. Buyer shall be entitled to a credit against the Purchase Price for the Option Price previously paid and such other adjustments and prorations as are set forth herein.

1.8 **Survey**. Buyer may obtain a professional survey of the Property prior to the Closing Date to establish the exact boundaries and number of acres included in the Property. Buyer shall pay the expense of the survey. Seller agrees to cooperate, as necessary, with Buyer and Buyer's surveyor to complete the survey.

1.9 **Memorandum**. A notice memorandum of this Option shall be recorded by the parties hereto in the office of the Register of Deeds of Hall County, Nebraska in accordance with the form attached hereto as Exhibit "B" and incorporated herein by this reference in order to provide record notice of the existence of Buyer's exclusive and irrevocable right and option to purchase the Property for the Option Term. If the Option terminates in accordance with the provisions of this Agreement, Seller shall have the right to record a notice of termination of the memorandum.

ARTICLE II

CLOSING PROVISIONS

2.1 **Closing Date**. The parties agree to close this transaction within thirty (30) days after the exercise of this Option, or as soon as possible thereafter. The parties agree to utilize Nebraska Title Company (the "Title Company") for the Closing. The Closing is contingent upon the satisfaction of the conditions precedent set forth in Paragraphs 2.10 and 2.11 of this Agreement. If an in-person Closing is required, the Closing shall be held at the offices of the Title Company at such time as is convenient for the Title Company to close the transaction unless a different time and place for the Closing is agreed upon by the parties

2.2 **Title**. At Closing, Seller shall execute and deliver to Buyer a warranty deed (the "Deed") conveying title to the Property to Buyer in fee simple free and clear of

all taxes, liens, encumbrances, special assessments, restrictions, encroachments, or leasehold interests, except the Permitted Exceptions as defined in Paragraph 2.5.

2.3 **Closing Costs and Prorations**. Buyer and Seller agree to retain the Title Company to provide escrow, title, and closing services for this transaction. Buyer and Seller shall each pay for one-half of the expenses of the Title Company. Seller shall pay the documentary stamp tax associated with this transfer, if any is applicable. Buyer shall pay for any recording fees associated with filing of the Deed or any deed of trust or other security interest recorded as part of the Closing. Seller shall pay the recording fees, if any, associated with the release of any security interest in the Property. Buyer and Seller shall each pay for one-half of the expense of a title insurance policy insuring the Property in Buyer and Buyer's lender for the amount of the Purchase Price. Buyer shall be solely responsible for the cost of any endorsements to the title insurance policy. Each party shall pay its own attorney fees. Any income, expenses, and liabilities attributable to the Property through the day before the Closing Date shall be for the account of Seller and thereafter for the account of Buyer.

2.4 **Taxes**. The parties acknowledge that the Property has been exempt from real estate taxes as real estate owned by a governmental subdivision pursuant to Nebraska law. In the event any real estate taxes are claimed to be due with respect to the Property for any year prior to the Closing, the Seller shall be responsible for the same. In the event the sale of the Property results in the Property being subject to real estate taxes for the year of the Closing, the Seller shall be responsible for the portion of the real estate taxes that will apply through the Closing Date prorated on the basis of the most current assessment for the real property and based upon the most current tax levy as set by the Board of Equalization of Hall County. In the event a current assessment is not available, the parties agree to use the Purchase Price as the basis for the assessment and allocation of property taxes on the settlement statement. Any applicable real estate tax credit that might be provided for under applicable law shall also be prorated in the same manner as the real estate taxes.

2.5 **Title Insurance**.

a. Evidence of Title. Within ten (10) days of the date of the exercise of the Option, or as soon as possible thereafter, Seller shall obtain a title insurance commitment on the Property issued by the Title Company ("Title Commitment"). The Title Commitment will show marketable title to the Property in accordance with the terms and conditions of this Agreement and shall agree to insure title in Buyer and for the benefit of Buyer's lender in the amount of the Purchase Price following Closing in conformity herewith.

b. Title Review and Objections. Buyer shall approve or disapprove title to the Property within thirty (30) days after Buyer's receipt of the Title Insurance Commitment or within twenty (20) days following Buyer's exercise of the option, whichever is later. Buyer shall notify Seller in writing as to any matters reflected on the Title Commitment to which Buyer objects (such objections hereinafter collectively referred to as "Title Objections"). Within ten (10) days of Seller's receipt of Buyer's Title Objections, Seller shall have a reasonable time to cure such defect, and Seller shall bear the expense of curing the same; provided, however, all such Title Objections shall be removed. If efforts to cure any such

defect fail, Buyer shall have the option to (i) rescind this Agreement; or (ii) waive such objections and proceed with the Closing. Any matters reflected in the Title Commitment to which Buyer does not object shall be deemed to be "Permitted Exceptions", provided, however any title exceptions pertaining to liens, assessments or encumbrances of a definite or ascertainable amount that may be removed by the payment of money, including, but not limited to mortgage liens, judgment liens, mechanic liens/claims, special assessments ("Liens"), shall not be deemed to make the Commitment unacceptable and Seller, at Seller's option, may use the Purchase Price to satisfy such Liens, but in any and all events, Seller must (without the necessity of any further objection or notice by Buyer) remove and release such Liens from all public records, satisfy all requirements disclosed on the Title Commitment and remove from the title policy all standard preprinted exceptions as shown on the Title Commitment that may be removed by Seller executing standard affidavits or indemnifications relating thereto; the removal of such Liens and such standard preprinted exceptions and satisfaction of such requirements also being a condition of Buyer to close. The parties acknowledge and agree that the Title Commitment shall be updated prior to the Closing and any new matters reflected in the Title Commitment which were not disclosed in a previous Title Commitment may be objected to by Buyer in accordance with the terms set forth above and Seller shall have the same opportunity to cure such defect, if any.

2.6 **Possession**. Buyer shall receive possession of the Property at Closing.

2.7 **Tests and Examinations**. Seller will permit Buyer, its agents, employees, or representatives to enter upon the Property at reasonable hours and for reasonable duration for the purpose of conducting tests, inspections, or examinations of the Property that Buyer may desire to determine the condition of the Property (including, but not limited to, the environmental condition of the Property); provided, however, that prior to conducting any invasive testing (including any Phase II environmental assessment or any environmental testing), Buyer shall obtain Seller's prior written consent. Such written consent is not to be unreasonably withheld. Buyer shall be responsible for the expense of any tests or examinations of the Property which Buyer conducts. In the event any test or examination causes any damage to the Property and Buyer does not close on the purchase, Buyer shall reimburse Seller for the cost to repair such damage.

2.8 **Seller's Representations and Warranties**. Seller represents and warrants to Buyer that:

a. Litigation. No judgments are issued or outstanding against the Property or Seller which would prevent or hinder Seller's conveyance of the Property in conformity with this Agreement. No litigation, action, special assessment, charge, lien, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department, or agency of any kind or, to the knowledge of Seller, is threatened to which Seller or the Property is a party, which might reasonably result in any material adverse change in the condition of the Property.

b. Absence of Restrictions. The execution, delivery, and performance of this Agreement and the transactions contemplated hereby by Seller do not conflict with or result in the termination or breach of any term, condition, or provision of or constitute a default under any contract, lease, agreement, or other instrument or condition by which Seller is bound.

c. Authorization. Seller has authority to enter into this Agreement and all actions and consents which are necessary for Seller to duly execute, deliver and perform this Agreement and to consummate the transaction contemplated herein have been taken or obtained by Seller, and this Agreement, when executed and delivered, will constitute a valid and binding agreement of Seller and be enforceable against Seller in accordance with its terms.

d. Zoning. To Seller's knowledge the Property is not in violation of any zoning ordinances

e. Violations. Seller has received no written notice that any municipality or other governmental or quasi-governmental authority has determined that there are any violations of zoning, building, fire, health, environmental, or other statutes, ordinances, or regulations affecting the Property, and Seller has no knowledge of any such violations. In the event Seller receives written notice of any such violations affecting the Property prior to Closing, Seller shall promptly notify Buyer thereof.

f. Environmental. Seller will deliver to Buyer true, complete and correct copies of all environmental reports and information concerning the Property in Seller's possession or control. Seller has not received any written notice from any governmental entity concerning any alleged violation of any applicable environmental law, rule or regulation, and, except as disclosed in the environmental reports of Seller delivered to Buyer hereunder.

g. Title. Seller possesses good and marketable fee simple title to the Property, and has the full, absolute and unrestricted right to assign, transfer and convey the Property to Buyer, and shall convey and transfer the same to Buyer at Closing subject only to the Permitted Exceptions.

The representations and warranties contained in this Paragraph 2.8 shall survive Closing and shall not merge with or into the Deed to Buyer for a period of one (1) year.

2.9 **Buyer's Representations and Warranties**. Buyer represents and warrants to Seller that:

a. Organization and Standing. Buyer is a non-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Nebraska.

b. Authorization. Buyer has authority to enter into this Agreement and all actions and consents which are necessary for Buyer to duly execute,

deliver and perform this Agreement and to consummate the transaction contemplated herein have been taken or obtained by Buyer, and this Agreement, when executed and delivered, will constitute a valid and binding agreement of Buyer and be enforceable against Buyer in accordance with its terms.

c. Absence of Restrictions. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein by Buyer does not conflict with or result in the termination or breach of any term, condition, or provision of or constitute a default under any contract, lease, agreement, or other instrument or condition by which Buyer is bound.

2.10 **Buyer's Conditions Precedent**. Buyer's obligation to purchase the Property is expressly conditioned upon each of the following:

a. The Title Company shall be prepared and willing to issue a policy of title insurance pursuant to the terms of this Agreement.

b. The documents required to be delivered to Buyer or the Title Company by Seller pursuant to the terms of this Agreement shall have been delivered, including, but not limited to, execution of the Deed and any documents required by the Title Company for Closing.

c. Seller shall have in all material respects timely performed and complied with all covenants, agreements, and obligations required by this Agreement which are to be performed or complied with by Seller.

d. Seller shall have executed any additional agreements, consents, or affidavits required by the Buyer or the Title Company for the Closing.

e. The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made at and as of such time.

2.11 **Seller's Conditions Precedent**. Seller's obligation under this Agreement is conditioned upon the following:

a. Buyer shall have in all material respects performed and complied with all covenants, agreements, and obligations required by this Agreement to be performed or complied with by Buyer at or prior to the Closing Date.

b. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made at and as of such time.

c. Buyer shall have tendered the Purchase Price to Seller in conformity with the requirements hereof.

d. The documents required to be delivered to Seller or the Title Company by Buyer pursuant to the terms of this Agreement shall have been delivered.

ARTICLE III

SPECIFIC PROVISIONS

3.1 **Default**. In the event either party fails to comply with any of the material terms of this Agreement for a period of ten (10) days after receiving written notice from the non-defaulting party specifying the nature of the default, then the non-defaulting party may declare an event of default, provided, however, if the failure is of a nature that will take more than ten (10) days to cure, and the party against whom a default has been alleged has commenced action to cure such alleged default during said ten (10) day period, and thereafter diligently pursue the cure of such alleged default, the non-defaulting party may not declare an event of default unless the alleged default remains uncured for thirty (30) days after the notice of default was delivered.

3.2 **Remedies**. If the sale and purchase of the Property is not consummated because of Buyer's default, then Seller shall have as the sole and exclusive remedy for such breach the right to retain the Option Price paid by Buyer as full liquidated damages for such default of Buyer, the parties hereto acknowledging that it is impossible more precisely to estimate the damages to be suffered by Seller upon Buyer's default. The retention of the Option Price is intended not as a penalty, but as full liquidated damages, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer to prove that Seller's actual damages exceed the Option Price theretofore paid, which is hereby provided Seller as full liquidated damages. If the sale and purchase of the Property is not consummated because of Seller's default, then Buyer shall have all rights, powers, privileges, and remedies conferred hereunder and in law or by equity, all of which shall be cumulative and not exclusive. At Buyer's option, Buyer may request a refund of the Option Price; provided however, nothing herein is intended to limit nor eliminate Buyer's right to seek specific performance and/or damages in connection with such default or defaults of Seller. No delay or omission of any party in exercising any remedies or power accruing upon any event of default shall impair any remedies permitted hereunder or power or shall be construed to be a waiver of any event of default or any acquiescence therein.

ARTICLE IV

MISCELLANEOUS PROVISIONS

4.1 **Risk of Loss**. Any risk of loss of the Property shall be borne by Seller until title has been conveyed to Buyer at Closing. In the event, prior to the Closing Date, that the improvements, if any, on the Property are materially damaged by fire, exposure, or any other casualty, Buyer shall have the right to rescind the exercise of the Option and receive a refund of the Option Price or Buyer may elect to proceed with the Closing upon receipt of an adjustment for the insurance proceeds.

4.2 **Real Estate Commissions**. Buyer and Seller represent that neither party has executed any listing agreement or other document with any real estate broker or agent. In the event that any other real estate broker or agent claims a commission, finder's fee, or other compensation as a result of this transaction, the party alleged to have entered into an agreement with such a broker or agent shall indemnify and hold the other party harmless from and against any such commission, finder's fee, or other compensation and all costs or expenses, including court costs and reasonable attorney's fees which may be associated therewith. Buyer represents that its principal is a licensed real estate agent acting on his own behalf.

4.3 **Time is of the Essence**. Time is of the essence of this Option Agreement and the entirety hereof.

4.4 **Parties in Interest**. This Option Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, legatees, devisees, personal representatives, successors and permitted assigns.

4.5 **Governing Law**. All aspects of this Option Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

4.6 **Interpretations**. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Option Agreement but shall be interpreted according to the application of rules of interpretation of contracts generally.

4.7 **Assignment**. This Option Agreement may not be transferred or assigned by Buyer to a partnership, corporation, limited liability company, or other entity without the prior written consent of Seller which consent may be provided or withheld by Seller in Seller's reasonable discretion.

4.8 **Cooperation**. Each party hereby agrees to sign, execute, acknowledge, and deliver any and all certificates of title, deeds, or other documents or papers necessary or appropriate and to do all other acts necessary or expedient to fully carry out and fulfill the terms, provisions, and intentions of this Option Agreement, including the execution and filing of a memorandum of the Real Estate Option.

4.9 **Waiver**. One or more waivers of any covenants, conditions, rules or regulations by Buyer or Seller shall not be construed as a waiver of a further breach of the same or different kind at any other time.

4.10 **Paragraph Headings**. The paragraph headings of this Option Agreement are for reference purposes only and shall not be considered as indicating the parties' intentions regarding the respective paragraphs nor in any way affect their construction.

4.11 **Alterations**. No alterations or modifications of any part of this Option Agreement or waivers of any of its provisions shall be effective or enforceable against any parties unless the same shall be made in writing and signed by the party to be charged.

4.12 **Counterparts**. This Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Option Agreement may be executed by electronic or facsimile means, which shall be valid for all purposes hereunder.

4.13 **Notices**. All notices given pursuant to this Option Agreement by either party to the other shall be in writing and delivered by nationally recognized overnight courier service or mailed by Certified or Registered Mail, postage prepaid, and addressed as provided below or at such other address or addresses as either party may designate by notice given to the other party. With respect to all notices so mailed or sent by nationally recognized overnight courier service, the same shall be deemed effective on the day of mailing or deposit with the overnight courier service. All notices shall be addressed to the parties as follows:

To Seller: Roger G. Steele, Mayor
City of Grand Island
100 East First Street
Grand Island, Nebraska 68801

To Buyer: Chris Hawkins, Chairman
Nebraska Game and Parks Foundation
233 South 13th Street, Suite 1900
Lincoln, NE 68508

4.14 **Severability**. Except to the extent the same would operate to deprive either party of the economic benefit of its bargain hereunder, if any term, covenant, or condition of this Option Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Option Agreement or the application of such terms, covenants, and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Option Agreement shall be valid and enforceable to the fullest extent permitted by law.

4.15 **Construction**. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

[Signature Page Follows]

WHEREAS, the undersigned have executed this Real Estate Option as of the date set forth below.

"BUYER"

NEBRASKA GAME AND PARKS
FOUNDATION, a Nebraska
non-profit corporation

_____ Dated: May __, 2026
Chris Hawkins, Chairman

"SELLER"

CITY OF GRAND ISLAND, NEBRASKA

By: _____ Dated: May __, 2026
Roger E. Steele, Mayor

Attest: _____ Dated: May __, 2026
City Clerk

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

_____ Dated: May __, 2026
Attorney for the City of Grand Island

Exhibit “A”

Legal Description

Parcel 1:
A TRACT OF LAND COMPRISING A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER (N1/2NE1/4) OF SECTION TWENTY (20), TOWNSHIP TEN (10) NORTH, RANGE NINE (9) WEST OF THE 6th P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER (N1/2NE1/4) OF SAID SECTION TWENTY (20), THENCE ON A BEARING OF S 89°57'45" E, A DISTANCE OF 125.00 FEET TO THE ACTUAL POINT OF BEGINNING; THENCE BEARING S 89°57'45" E, A DISTANCE OF 2320.182 FEET; THENCE BEARING S 21°41'46" E, A DISTANCE OF 52.65 FEET; THENCE BEARING S 68°18'14" W, A DISTANCE OF 230.31 FEET; THENCE BEARING S 82°02'50" W, A DISTANCE OF 235.53 FEET; THENCE BEARING S 87°02'50" W, A DISTANCE OF 290.34 FEET; THENCE BEARING S 68°20'11" W, A DISTANCE OF 371.75 FEET; THENCE BEARING S 82°06'16" W, A DISTANCE OF 563.98 FEET; THENCE BEARING S 85°00'33" W, A DISTANCE OF 349.61 FEET; THENCE BEARING S 68°44'11" W, A DISTANCE OF 375.00 FEET; THENCE BEARING N 00°03'26" W, A DISTANCE OF 564.25 FEET.

Parcel 2:
A TRACT OF LAND COMPRISING A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER (S1/2SE1/4) OF SECTION SEVENTEEN (17), TOWNSHIP TEN (10) NORTH, RANGE NINE (9) WEST OF THE 6th P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER (S1/2SE1/4) OF SAID SECTION SEVENTEEN (17); THENCE WEST ALONG THE NORTH SIDE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION SEVENTEEN (17) ON A BEARING OF N 88°20'32" W, A DISTANCE OF 2509.64 FEET TO THE EAST RIGHT OF WAY LINE OF THE NOW ABANDONDED ST. JOE & GRAND ISLAND RAILROAD; THENCE ALONG THE RAILROAD RIGHT OF WAY S 00°03'28" W, A DISTANCE OF 1420.38 FEET TO THE SOUTH LINE OF THE SOUTH EAST QUARTER (SE1/4) OF SAID SECTION SEVENTEEN (17); THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 17 ON A BEARING OF S 89°57'45" E, A DISTANCE OF 2320.18 FEET; THENCE S 21°41'46" E, A DISTANCE OF 52.65 FEET; THENCE N 68°18'14" E, A DISTANCE OF 66.74 FEET; THENCE N 63°07'20" E, A DISTANCE OF 264.48 FEET; THENCE N 22°58'54" W, A DISTANCE OF 330.77 FEET; THENCE N 00°05'26" W, A DISTANCE OF 949.42 FEET.

Parcel 3:
ALL OF LOT 8 ROESER'S SUBDIVISION, HALL COUNTY NEBRASKA, AND

A TRACT OF LAND COMPRISING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW1/4) OF SECTION SIXTEEN (16), TOWNSHIP TEN (10) NORTH, RANGE NINE (9) WEST OF THE 6th P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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EXHIBIT "B"

After recorded return to:
Trent R. Sidders
Cline Williams Wright Johnson
& Oldfather, LLP
233 S. 13th St., Suite 1900
Lincoln, NE 68508

Memorandum of Real Estate Option

This Memorandum of Real Estate Option ("Memorandum") is made this __ day of May 2026, by and between The Nebraska Game and Parks Foundation, a Nebraska non-profit corporation, or its assigns ("Optionee"), and The City of Grand Island, Nebraska, a municipal corporation ("Optionor").

1. Legal Description. Optionor has granted Optionee an exclusive and irrevocable right and option to purchase the real property (the "Option") described in the Real Estate Option dated as of May __, 2026 (the "Agreement"). The real property subject to the Option is legally described on Exhibit "A" attached hereto and incorporated herein by this reference.

2. Term. The Option shall extend for the period of approximately thirty-six (36) months beginning May __, 2026, (the "Option Term") and terminating at 5:00 P.M. local time on April 30, 2029 (the "Expiration Date").

3. Remaining Terms. The rest and remaining terms of the Agreement are hereby incorporated into this Memorandum by this reference as if they were set forth in full.

4. Defined Terms. Any defined terms used in this Memorandum that are not defined herein shall have the meaning set forth in the Agreement.

[Signature and Notary Pages Follow]

“OPTIONEE”

NEBRASKA GAME AND PARKS
FOUNDATION, a Nebraska
non-profit corporation

_____ Dated: May __, 2026
Chris Hawkins, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of May, 2026, by Chris Hawkins, Chairman of the Nebraska Game and Parks Foundation, a Nebraska non-profit corporation, on behalf of the corporation.

_____
Notary Public

"SELLER"

CITY OF GRAND ISLAND, NEBRASKA

By: _____ Dated: May __, 2026
Roger E. Steele, Mayor

Attest: _____ Dated: May __, 2026
City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this __ day of May, 2026, by Roger E. Steele, Mayor of the City of Grand Island, Nebraska, on behalf of the City.

_____
Notary Public

Exhibit “A”

Legal Description

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4927-2995-3188, v. 2

R E S O L U T I O N 2026-140

WHEREAS, the City of Grand Island purchased property located at 2299 Camp Augustine Rd., Doniphan, Nebraska, more commonly known as Camp Augustine on October 31, 2023 from Overland Trails Council of Boy Scouts of America, Inc.; and

WHEREAS, the City obtained an Appraisal of the Camp Augustine site in preparation for sale to the Nebraska Game and Parks Foundation; and

WHEREAS, an appraisal is required by law for a municipality to sell real estate in Nebraska; and

WHEREAS, the appraisal was received on February 10, 2026; and

WHEREAS, the appraisal received gives the fair market value of Camp Augustine as $2,150,000; and

WHEREAS, the Nebraska Game and Parks Foundation (“Foundation”) has agreed to purchase Camp Augustine for the appraised amount; and

WHEREAS, a Purchase Option Agreement was negotiated with the Foundation; and

WHEREAS, the Foundation agrees to pay to the City the Option Price $21,000 now; and

WHEREAS, the Option Agreement will be for a term of thirty-six (36) months; and

WHEREAS, the Foundation has until April 30, 2029 to exercise the Option to Purchase; and

WHEREAS, at the time of the exercise of the Option to Purchase, the Foundation will receive credit on the purchase price in the amount of the option price; and

WHEREAS, the sale of Camp Augustine to the Foundation will be subject to the thirty day remonstrance period as required by Nebraska law; and

WHEREAS, the legal description for Camp Augustine is as follows:

Parcel 1:

A TRACT OF LAND COMPRJSING OF LAND COMPRJSING AP ART OF THE NORTH HALF OF THE NORTHEAST QUARTER (Nl/2NE1/4) OF SECTION TWENTY (20), TOWNSHIP TEN (10) NORTH, RANGE NINE (9) WEST OF THE 6thP.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH\VEST CORNER OF THE NORTH HALF OF THE NORTHEAST

QUARTER (Nl/2NE1/4) OF SAID SECTION TWENTY (20), THENCE ON A BEARING OF S 89°57'45" E, A DISTANCE OF 125.00' FEET TO THE ACTUAL POINT OF BEGINNING; THENCE BEARJNGS 89°57'45" E, A DISTANCE OF 2320.182 FEET; THENCE BEARINGS 21°41'46" E, A DISTANCE OF 52.65' FEET; THENCE BEARINGS 68°18'14" W, A DISTANCE OF 230.31' FEET; THENCE BEARING S 82°02'50" W, A DISTANCE OF 235.53' FEET; THENCE BEARJNG S 87°02'50" W, A DISTANCE OF 290.34' FEET; THENCE BEARINGS 68°20'll"W,ADISTANCE OF 371.75'FEET; THENCE BEARINGS 82°06'16"W,ADISTANCE OF 563.98' FEET; THENCE BEARINGS 85°00'33" W,A DISTANCE OF 349.61' FEET; THENCE BEARINGS 68°44'11"W, A DISTANCE OF375.00' FEET; THENCE BEARING N 00°03'26" W, A DISTANCE OF 564.25' FEET.

arcel 2:

A TRACT OF LAND COMPRJSING OF LAND COMPRISING AP ART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER (S1/2SE1/4) OF SECTION SEVENTEEN (17), TOWNSHIP TEN (10) NORTH, RANGE NINE (9) WEST OF THE 6thP.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER (Sl/2SE1/4) OF SAID SECTION SEVENTEEN (17); THENCE WEST ALONG THE NORTH SIDE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION SEVENTEEN (17) ON A BEARJNG OF N 88°20'32" W, A DISTANCE OF 2509.64' FEET TO THE EAST RJGHT OF WAY LINE OF THE NOW ABANDONED ST.JOE & GRAND ISLAND RAILROAD; THENCE ALONG THE RAIL ROAD RJGHT OF WAYS 00°03'28" W,ADISTANCE OF 1420.38' FEET TO THE SOUTH LINE OF THE SOUTH EAST QUARTER (SEl/4) OF SAID SECTION SEVENTEEN (17); THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 17 ON ABEARJNG OF S 89°57'45" E, A DISTANCE OF 2320.18' FEET; THENCE S 21°41'46" E, A DISTANCE OF 52.65' FEET; THENCE N 68°18'14" E, A DISTANCE OF 66.74' FEET; THENCE N 63°07'20" E, A DISTANCE OF 264.48' FEET; THENCE N 22°58'54" W,A DISTANCE OF 330.77' FEET; THENCE N 00°05'26" W, A DISTANCE OF 949.42' FEET.

Parcel 3:

ALL OF LOT 8 ROESER'S SUBDMSION, HALL COUNTY NEBRASKA, AND

A TRACT OF LAND COMPRISING OF LAND COMPRISING AP ART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW1 /4) OF SECTION SIXTEEN (16), TOWNSHIP TEN (10)

NORTH, RANGE NINE (9) WEST OF THE 6thP.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW1/4) THENCE SOUTH ALONG THE WEST SIDE OF SAID SOUTHWEST OF THE SOUTHWEST QUARTER OF SAID SECTION SIXTEEN (16) ON A BEARING OF S 00°05'47" E, A DISTANCE OF 962.15' FEET; THENCE S 22°58'35" E, A DISTANCE OF 286.29' FEET TO THE ACTUAL POINT OF BEGINNING; THENCE BEARINGS 22°58'35" E, A DISTANCE OF 44.58' FEET; THENCE BEARING N 63°07'20".203 E, A DISTANCE OF 25.87' FEET; THENCE BEARING N 76°04'22'1.390 E, A DISTANCE OF 188.91' FEET; THENCE BEARINGS 86°22'33" E, A DISTANCE OF 291.03' FEET; THENCE BEARINGS 78°19'53" E, A DISTANCE OF 234.98' FEET; THENCE BEARINGS 81°29'53" E, A DISTANCE OF 211.46' FEET; THENCE BEARING N 77°38'51" E, A DISTANCE OF 326.57' FEET;TIIENCEBEARING N 43°31'29" E, A DISTANCE OF 285.75' FEET; THENCE BEARING N 45°58'08" E, A DISTANCE OF 465.27' FEET; THENCE BEARING N 54°41'11" E, A DISTANCE OF 332 .82' FEET; THENCE BEARING N 70°28'56".171 E, A DISTANCE OF 226.37' FEET; THENCE BEARING N 57°18'09" E, A

DISTANCE OF 445.23' FEET; THENCE BEARING N 31°13' 56" W, A DISTANCE OF 226.13' FEET; THENCE BEARING N 89°54'15" W, A DISTANCE OF 446.14' FEET; THENCE BEARING S 54°31'20" W, A DISTANCE OF 644.34' FEET; THENCE BEARINGS 69°59'50" W, A DISTANCE OF 1332.91' FEET; THENCE BEARINGS 39°2S118" W, A DISTANCE OF 507.99' FEET.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor of the City of Grand Island is hereby authorized to sign the Purchase Option Agreement and all other documents necessary to effectuate the sale of Camp Augustine.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 26, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 8.b.

Subject: #2026-141 - Approving Wastewater Cost of Service Based Rates

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

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BACKGROUND: The Wastewater Division of the Public Works Department is an enterprise fund with no property tax dollars used to support the division. The entire budget comes from wastewater customers through sanitary sewer bills. The sewer bill for a residential customer is based on usage and standard strength for residential sewage. The sewer bill for commercial and industrial customers is based on usage plus an extra strength component. A cost of service based rate study looks at all costs for the operation and allocates those costs of service to the customer classes according to the costs of providing service. Rates are then designed to equitably cover those costs.

The current sanitary sewer rates are based on Resolution No. 2024-130, which was approved by City Council on June 11, 2024.

On November 8, 2022, via Resolution No. 2022-315, Grand Island City Council approved award of the proposal by JK Energy Consulting of Smithfield, Nebraska for a Cost of Service and Rate Design Study and Integrated Resource Plan for utilities (electric, water, and sanitary sewer) in the amount of $119,500.00.

DISCUSSION: The final wastewater cost of service based rate study report is now complete and ready for council approval. The final report includes average recommended rate increases for fiscal years 2028 through 2030, with effective dates as follows. The rate for FY2027 was proposed in the prior rate study (approved via Resolution No. 2024-130) and was verified and is still recommended.

October 1, 2027- 4.00%
October 1, 2028- 4.00%
October 1, 2029- 4.00%

FISCAL IMPACT: Revenue to the 530 fund.

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 final wastewater cost of service based rates.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Grand Island Wastewater Presentation
2. Resolution
3. WW Division FY2027-FY2030 Fee Schedule

Cost of Service and Rate Design

Wastewater Utility

Presented to:
City of Grand Island
May 26, 2026

Presented by:
John A. Krajewski, P.E.

JKEC
JK Energy Consulting, LLC

Overview of Presentation

- Introduction
- Projected Financial Results
- Cost of Service
- Rate Design
- Comparisons to City's Peer Group
- Recommendations

JKEC
JK Energy Consulting, LLC

Introduction

- JK Energy Consulting, LLC (JKEC) reviewed rates for wastewater systems in 2023-24
- City implemented updated wastewater rate changes for FY 2025, FY 2026 and FY 2027 that went into effect October 1, 2024

JKEC
JK Energy Consulting, LLC

Purpose of Study

- Review financial performance of the wastewater utility
- Develop rates that reflect the cost of service and accomplish other goals established by the City
  - Rates that provide sufficient revenues to cover projected operating expenses
  - Rates that reflect the cost of service for each rate class
  - Rates that are competitive with neighboring utilities

JKEC
JK Energy Consulting, LLC

Projected Financial Results

- Funding of future capital improvements is key parameter / factor in analysis
  - Clarifier in 2030-2031 timeframe assumed
  - South Intercept project in 2030s at cost of approximately $100 million
- Issuance of debt will be necessary to mitigate rate impacts and ensure beneficiaries are paying fair share of costs
- Projection of capital and debt service cost more than 5 years from now is subject to uncertainty

JKEC
JK Energy Consulting, LLC

Projected Financial Results

- Long term, most significant factor is debt service for South Intercept project
- Higher O&M costs in FY 2027 than prior study also contributed to required rate changes
- Estimated debt service for South Intercept is approximately $7.5 million
  - Waiting to increase rates until bonds are issued would risk significant rate spike
  - Increasing rates gradually should result in accumulation of funds that can reduce overall amount of debt issued

JKEC
JK Energy Consulting, LLC

Proposed Rate Plan

- In addition to already-approved rate change in FY 2027, 4% annual rate increases in FY 2028 through FY 2034 would maintain sufficient cash reserves and help provide adequate rates to fund new clarifier and South Intercept project
- Prior rate study had 6% annual increase in FY 2028 but smaller increases in FY 2029 through FY 2034

JKEC
JK Energy Consulting, LLC

Cost of Service

- Purpose
  - Determine which rate classes cause the Utility to incur costs
  - Compare cost of service to revenue under existing rates
  - Determine need for rate changes
- Findings
  - In general, all rate classes need rate increases for revenues to reflect the cost of service

JKEC
JK Energy Consulting, LLC

Cost of Service

- Cost of service analysis shows a higher increase for High Strength Users would be justified based on the cost of service

Rate Class	Revenue Existing Rates	Cost of Service	Difference $	Difference %
Inside City	$13,882,061	$14,300,405	$418,344	3.0%
Outside City	241,873	250,987	9,114	3.8%
High Strength Users	4,011,312	4,309,263	297,951	7.4%
Total	**$18,135,245**	**$18,860,655**	**$725,409**	**4.0%**

JKEC
JK Energy Consulting, LLC

Cost of Service

- Increasing all rates as follows in FY 2028 through FY 2030 would be reasonable and justified based on cost of service analysis
  - Consumption and customer charges: 4% annually
  - High strength rates and fines: 6% annually

JKEC
JK Energy Consulting, LLC

Cost of Service

- High-strength surcharges reviewed as part of study
  - Biochemical oxygen demand (BOD)
  - Total suspended solids (TSS)
  - Fats, oils and greases (FOG)
  - Ammonia
- Overall, increasing surcharge rates and fines 6% (vs. 4% general rate increase) would be consistent with the cost of service

JKEC
JK Energy Consulting, LLC

Comparison with Neighboring Utilities

Utility	3 ccf	5 ccf	7 ccf
Kearney	$14.51	$20.55	$26.59
Hastings	$21.97	$27.33	$32.69
Fremont	$25.99	$30.25	$34.51
Lincoln	$25.17	$30.67	$36.16
Columbus	$22.85	$31.23	$39.60
Grand Island (Effective October 1, 2027)	**$25.49**	**$35.68**	**$45.87**
Norfolk	$43.60	$49.52	$55.44
Omaha	$58.22	$66.14	$74.06

NOTE: All utilities other than Grand Island as based on rates effective as of May 20, 2026. Typical bill sorted based on 5 ccf usage.

JKEC
JK Energy Consulting, LLC

Recommendations

- Adopt the 4% rate increase for FY 2028, FY 2029 and FY 2030
  - Implement with fee schedule changes
  - See Table 9 of report for rates by component
- Increase high strength fees and daily fines 6% in FY 2028, FY 2029 and FY 2030

JKEC
JK Energy Consulting, LLC

Recommendations

- Plan for additional rate increases of 4% in FY 2031 through FY 2034 and 2% in FY 2035 through FY 2038
  - Will be dependent on need for clarifier, cost of South Intercept project and general cost escalation
- Review rates for FY 2030 and beyond (in FY 2029) when there is greater clarity on capital improvement costs and financing costs

JKEC
JK Energy Consulting, LLC

Contact Information

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JK Energy Consulting, LLC
74408 Road 433
Smithfield, Nebraska 68976
jk@jkenergyconsulting.com
Phone: 402-440-0227

JKEC
JK Energy Consulting, LLC

R E S O L U T I O N 2026-141

WHEREAS, on November 8, 2022, via Resolution No. 2022-315 City Council approved award of the proposal by JK Energy Consulting of Smithfield, Nebraska for a Cost of Service and Rate Design Study and Integrated Resource Plan for utilities (electric, water, and sanitary sewer); and

WHEREAS, the final wastewater cost of service based rate study report has been finalized by JK Energy Consulting and is now complete; and

WHEREAS, the FY 2028, 2029, and 2030 Fee Schedule will be presented to City Council at a later time, which will include such final wastewater cost of service charges, as shown in the attached Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the final Wastewater Cost Based Rate Study report as prepared by JK Energy Consulting of Smithfield, Nebraska is hereby approved and adopted for incorporation into the FY 2028, 2029, and 2030 Fee Schedule.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 26, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

Proposed Fee Schedule for FY2027-FY2030

	2024	2025	2026	2027	2028	2029	2030
PUBLIC WORKS DEPARTMENT							
WASTEWATER TREATMENT (as Approved by Ordinance)							
SEWER SERVICE CHARGE- $/ MONTH							
All Customers	8.24	8.73	9.26	9.81	10.20	10.61	11.03
VOLUME CHARGE- $/Ccf							
Customers using City's Collection System- Inside City	4.11	4.36	4.62	4.90	5.10	5.30	5.51
Customers using City's Ccollection System- Outside City (120% of above rate)	4.93	5.23	5.54	5.87	6.10	6.35	6.60
Low-Strength Industrial Customer using City's Collection System	3.13	3.32	3.52	3.73	3.88	4.03	4.20
Customers Discharging Directly into City's Treatment Plant	1.25	1.33	1.40	1.49	1.55	1.61	1.68
VOLUME CHARGE, OTHER							
Customers without metered City water- $/Month	35.00	37.10	39.30	41.69	43.36	45.09	46.90
Commerical/Industrial Customers without metered City water- $/Ccf (of sewage flow)	4.11	4.36	4.62	4.90	5.10	5.30	5.51
EXCESS STRENGTH SURCHARGE- $/lb							
BOD over 250 mg/l	0.3248	0.3443	0.3649	0.3868	0.4100	0.4346	0.4607
Suspesnded Solids over 250 mg/l	0.2177	0.2308	0.2446	0.2593	0.2749	0.2913	0.3088
Oil & Grease over 100 mg/l	0.2094	0.2220	0.2353	0.2494	0.2644	0.2802	0.2970
Total Nitrogen over 25 mg/l	0.9478	1.0047	1.0649	1.1288	1.1965	1.2683	1.3444
LOW-STRENGTH INDUSTRIAL FOUR-PART CHARGE- $/lb							
BOD over 0 mg/l	0.3248	0.3443	0.3649	0.3868	0.4100	0.4346	0.4607
Suspended Solids over 0 mg/l	0.2177	0.2308	0.2446	0.2593	0.2749	0.2913	0.3088
Oil & Grease over 0 mg/l	0.2094	0.2220	0.2353	0.2494	0.2644	0.2802	0.2970
Total Nitrogen over 0 mg/l	0.9478	1.0047	1.0649	1.1288	1.1965	1.2683	1.3444
SEPTIC TANK & SUMP CHARGES							
Septic Tank Sludge (minimum fee)- $	8.40	8.90	9.44	10.00	10.60	11.24	11.92
Septic Tank Sludge- $/100 gal	7.40	7.84	8.31	8.81	9.34	9.90	10.49
Excess-Strength Septic Sludge- $/1,000 gal	420.00	445.20	472.00	500.32	530.34	562.16	595.89
Sump/Pit Sludge- $/gal	0.23	0.24	0.26	0.27	0.29	0.30	0.32
Bulk Volume Rate- Inside City- $/gal	0.062	0.066	0.070	0.074	0.078	0.083	0.088
Bulk Volume Rate- Outside City- $/gal	0.074	0.078	0.083	0.088	0.093	0.099	0.105
New Septic Wastewater Haulers/Customers Deposit- $ *deposit returned after 24-months of on-time septic bill payments	500.00	500.00	500.00	500.00	500.00	500.00	500.00
LABORATORY ANALYSIS- $/Sample							
Sample Collection Fee	44.50	47.17	47.17	47.17	47.17	47.17	47.17
BOD	43.75	46.38	46.38	46.38	46.38	46.38	46.38
CBOD	43.75	46.38	46.38	46.38	46.38	46.38	46.38
Chloride	16.50	17.49	17.49	17.49	17.49	17.49	17.49
Conductivity	10.00	10.60	10.60	10.60	10.60	10.60	10.60
Nitrogen, Ammonia	13.00	13.78	13.78	13.78	13.78	13.78	13.78
Nitrogen, TKN	28.25	29.95	29.95	29.95	29.95	29.95	29.95
Oil and Grease	82.50	87.45	87.45	87.45	87.45	87.45	87.45
pH	10.75	11.40	11.40	11.40	11.40	11.40	11.40
Total Suspended Solids	27.25	28.89	28.89	28.89	28.89	28.89	28.89
Alkalinity	13.75	14.58	14.58	14.58	14.58	14.58	14.58
Chlorine, Free	13.75	14.58	14.58	14.58	14.58	14.58	14.58
COD	61.75	65.46	65.46	65.46	65.46	65.46	65.46
Nitrogen, Nitrate	27.50	29.15	29.15	29.15	29.15	29.15	29.15
Phosphorus, Total	27.50	29.15	29.15	29.15	29.15	29.15	29.15
Microscopic Review of Materials for Image Capture	28.50	30.21	30.21	30.21	30.21	30.21	30.21
SEWER INSPECTION, CLEANING, & CONNECTION CHARGE							
TV Inspection of Sanitary Sewer- $/ft, (**minimum $100.00 charge)**	2.00	2.00	2.00	2.25	2.35	2.45	2.55
-Televising Equipment- $/hr	210.00	210.00	210.00	210.00	215.00	220.00	225.00
-Sanitary Sewer Collection Crew (2 employees)- $/hr	85.00	90.00	90.00	95.00	100.00	105.00	110.00
Sewer Cleaning- $/hr	275.00	275.00	275.00	275.00	285.00	295.00	305.00
Unauthorized connections/re-connections- $	400.00	400.00	400.00	400.00	400.00	400.00	400.00
Sewer Tap Permit (See ~~e~~Engineering fees)	Fees	see Engineering Fees	see Engineering Fees	see Engineering Fees	See Engineering Fees	See Engineering Fees	See Engineering Fees
Dye Test	50.00	50.00	50.00	50.00	50.00	50.00	50.00
EXCESSIVE POLLUTANT PENALTY							
If a person or business discharges pollutants in excess of the amounts permitted by the discharge permit, a penalty for each day ~~of $1,100.00/day~~ of violation shall be imposed on the violator.	1,100.00	1,200.00	1,200.00	1,200.00	1272.00	1348.00	1429.00

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 9.a.

Subject: #10,076 - Consideration of Approving Water Cost of Service Based Rates

Staff Contact: Ryan Schmitz

BACKGROUND:

Cost of service/rate design studies for a Utility of the size of Grand Island are recommended to be conducted every three (3) to five (5) years. The last completed study was performed in 2023. On November 8, 2022, via Resolution No. 2022-315, Grand Island City Council approved award of the proposal by JK Energy Consulting of Smithfield, Nebraska, for a Cost of Service and Rate Design Study.

Keeping in mind that the last Cost of Service Study was undertaken after the completion of the 2022-2023 Fiscal Year and that a 1% increase in retail water rates realizes, approximately, $73,000 in new revenue, please see a few key points below.

1. LEAD SERVICE PROGRAM - Since the last Cost of Service Study was undertaken, the Lead Service Replacement Program has reached full implementation. This necessitated a 65% increase in inventoried material from what had typically been normal. On a parallel note, the lag between the cost of the work being performed and the reimbursement from the State creates a perpetual revenue lag until the program is completed. Additionally, we will begin making payments on the SRF loan from the State for this program beginning in FY2027.
2. COSTS - Since the last Cost of Service Study was undertaken, the Water Fund has realized the cost changes, between FY22-23 & Forecasted FY25-26, as noted below:
    - Administrative Costs – Up 44% (Largely due to the Water Funds share of covering the expansion of full time employee positions in Legal, HR, and City Hall Admin the past few years; Insurance cost increases are another notable contributor).
    - Distribution Costs – Up 10% (Largely due to the addition of two new Water Department employees in 2024 to support the lead service program. Note: Does not include lead service program costs which have a direct revenue offset.)
    - Production Costs – Up 6% (Largely due to the increased cost of chlorine,

polyphosphate, and uranium treatment).
    - Capital Costs – Down 31% (When O&M costs increase at a rate greater than our revenue coming in, the only mechanism to offset costs is cutting capital).
3. REVENUE & USAGE - Since the last Cost of Service Study was undertaken, the Water Fund has realized revenue and usage changes, between FY22-23 & Forecasted FY25-26, as noted below:
    - Retail Revenue – Up 8% (Metered Sales & Interdepartmental Sales; Rate increases of 7.2% in FY24-25 & 7.0% in FY25-26).
    - Usage – Down 6% between FY22-23 & FY24-25 Actuals. Currently down 2.5% YTD compared to FY24-25.

DISCUSSION:

The final Water cost of service-based rate study report is now complete and ready for council approval. The final report includes the aforementioned items, which includes average recommended rate increases for fiscal years 2027 through 2029, with effective dates as follows.

October 1, 2027- 8.0%

October 1, 2028- 8.0%

October 1, 2029- 8.0%

Supporting data is included as attachments to this memo. Descriptions are as follows:

Attachment A – Grand Island currently has the lowest water rates in the State. It

currently sits 8% lower than anyone else in regard to the typical

residential customer.

Attachment B – Even with recent rate increase, our current revenue stream,

unfortunately, remains at a level equal to that of 2015 when adjusted to current dollars.

Attachment C – To maintain sufficient capital investment in the system, and perform

needed O&M activities, a rate increase is required to keep the Water Fund above

its minimum cash reserve level.

Attachment D – An estimate of the effect the proposed rate increases will have on the

typical residential customers bill.

Attachment E – Due to Grand Island’s extremely low water rates, the requested rate

increase, optically, creates the impression of a steep cost increase to our customer

base. This graph shows what the same annual “dollar” increase to the customer bill equates to as a percentage rate increase in other Cities.

Attachment F – How do our proposed rates compare to others 2026 rates in 2027?

Attachment G – How do our proposed rates compare to others 2026 rates in 2028?

Attachment H – How do our proposed rates compare to others 2026 rates in 2029?

FISCAL IMPACT: N/A

ALTERNATIVES:

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

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

RECOMMENDATION:

City Administration recommends that the Council approve the final water cost of service based rates.

SAMPLE MOTION:

Move to approve the ordinance.

ATTACHMENTS:
1. Graph
2. Attachments A-H
3. GIUD 2026 Water COS Report
4. Ordinance

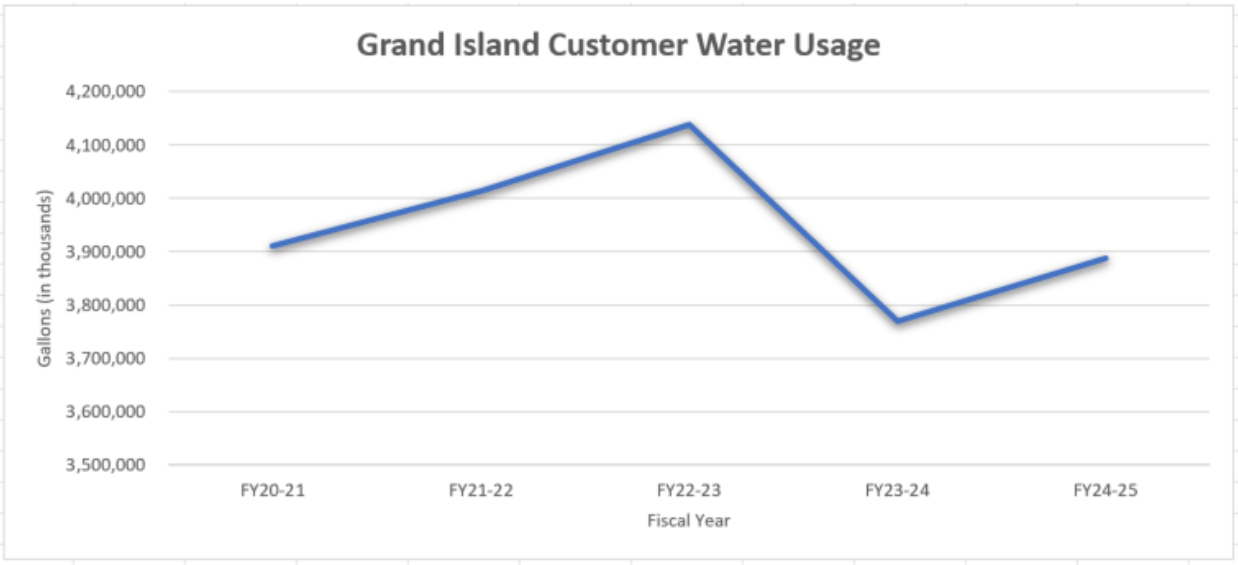
Council Agenda Memo Graph

From: Ryan Schmitz, Utilities Director

Meeting: May 26, 2026

Subject: Approving Water Cost of Service Based Rates

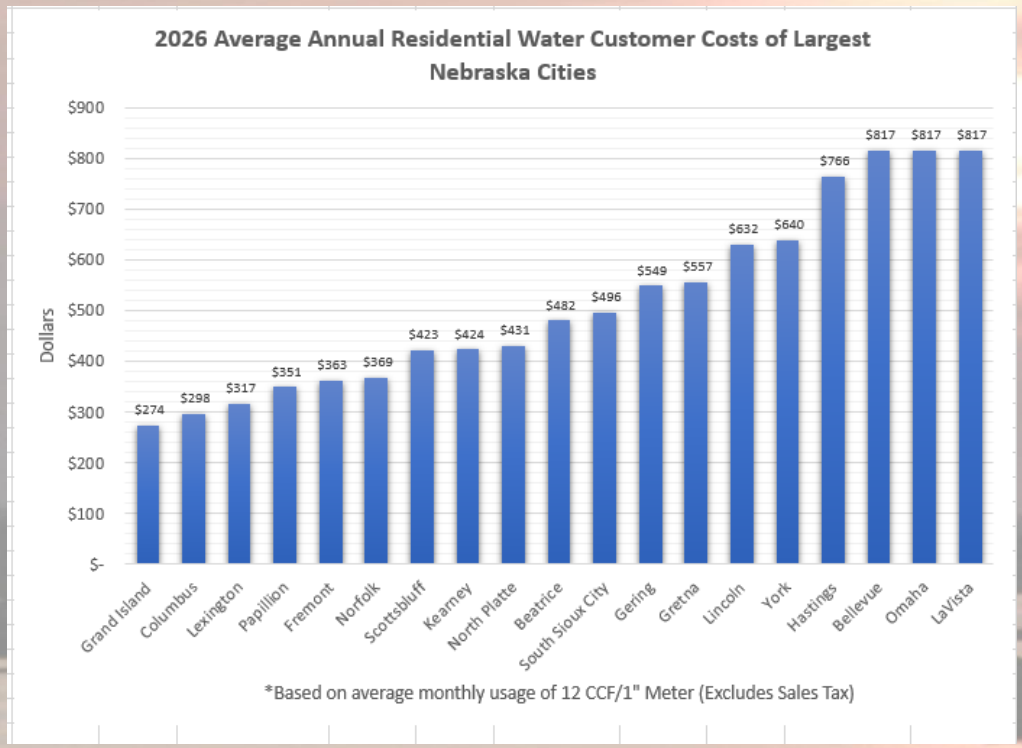
Presenter(s): Ryan Schmitz, Utilities Director

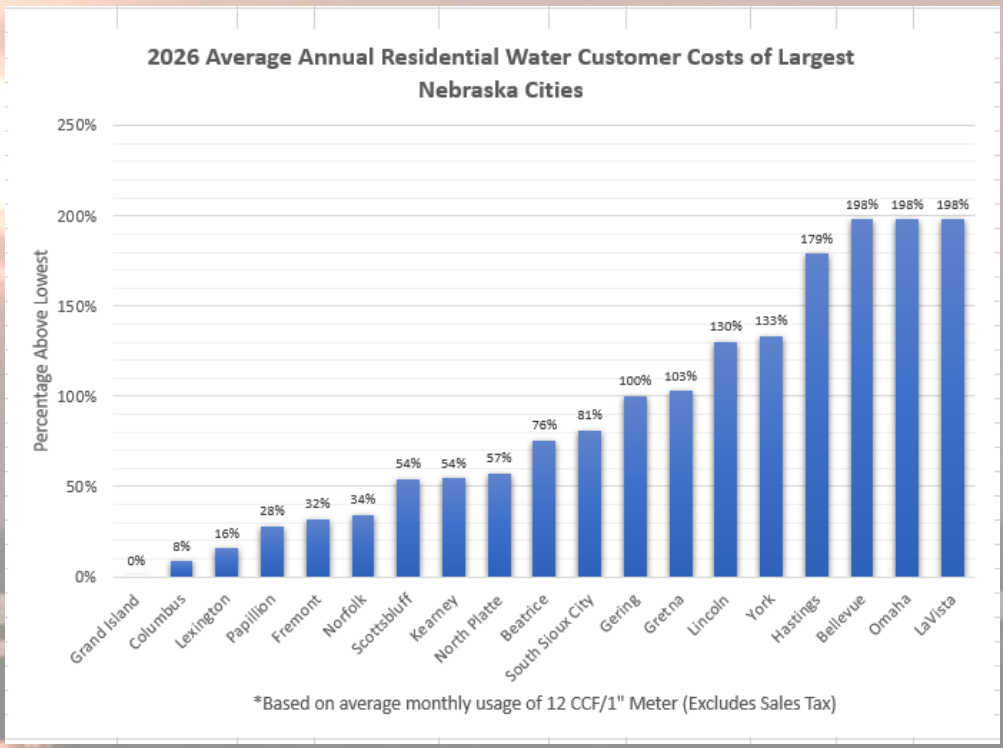


CITY OF Grand Island NEBRASKA

Attachment “A”

HOW DOES GRAND ISLAND COMPARE PRESENTLY?

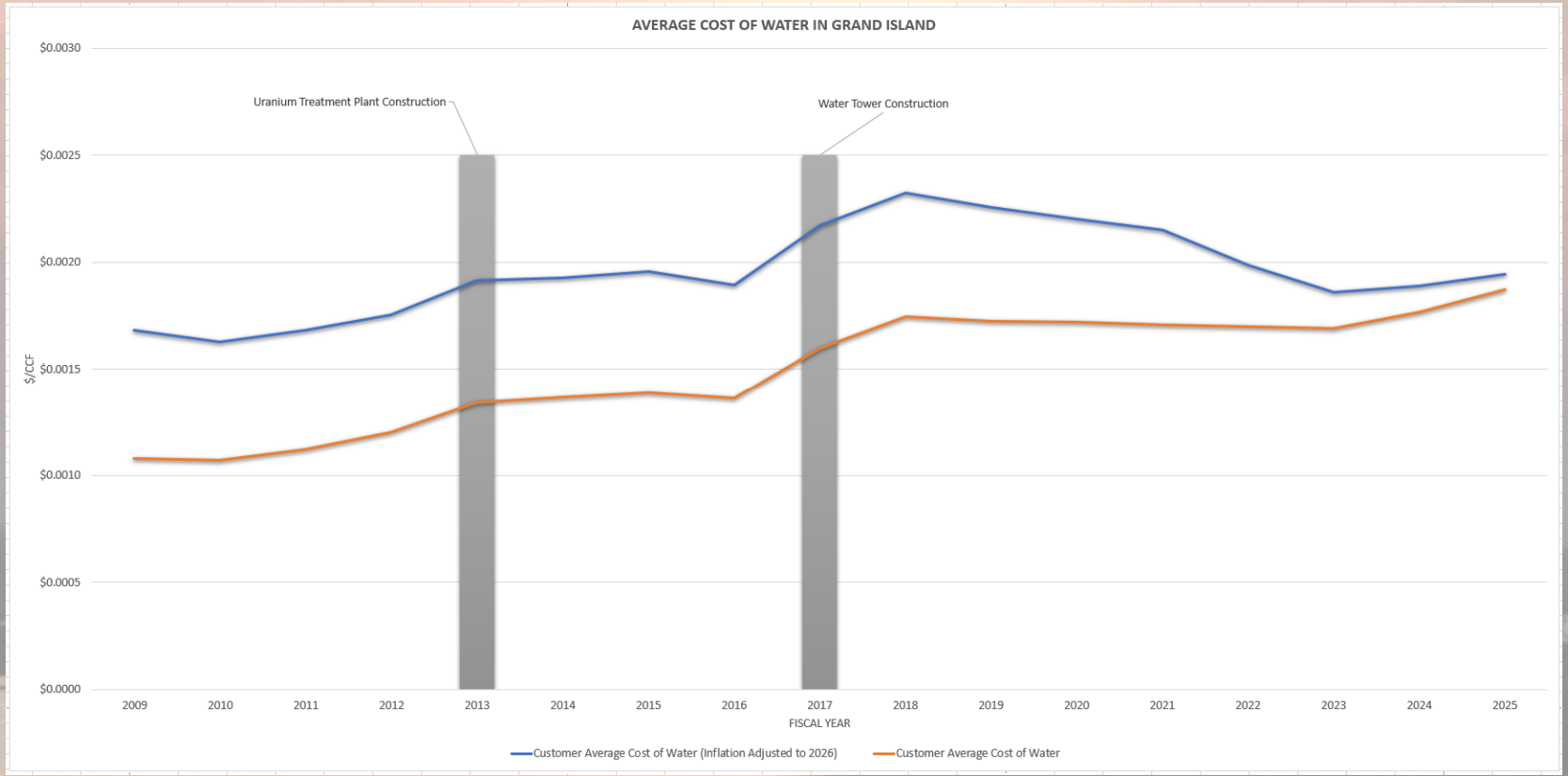




CITY OF Grand Island NEBRASKA

Attachment “B”

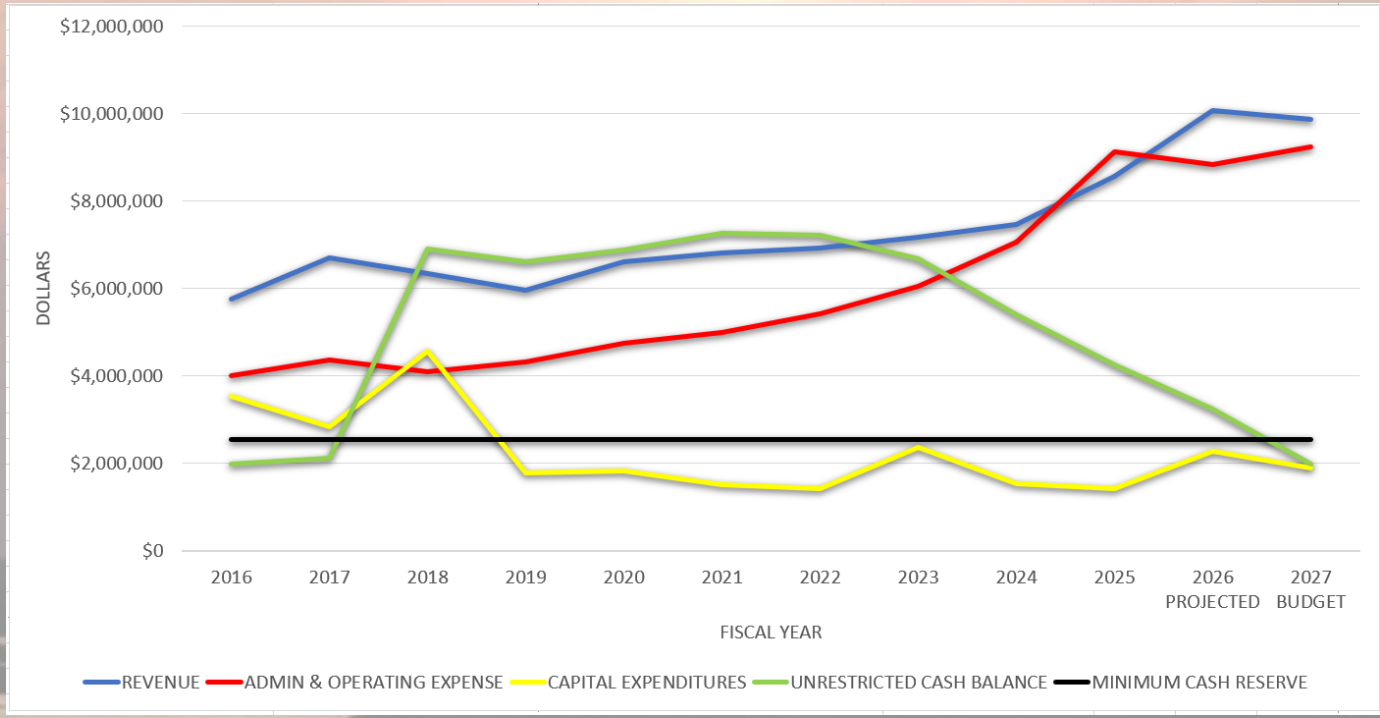
HISTORIC COST OF WATER IN GRAND ISLAND



CITY OF Grand Island NEBRASKA

Attachment “C”

CASH PROJECTIONS (Without a rate increase)



Note: The notable O&M ramped up increase from 2024-2026 was the implementation of the lead service replacement program.

CITY OF Grand Island NEBRASKA

Attachment “D”

COST OF SERVICE STUDY RECOMMENDATIONS

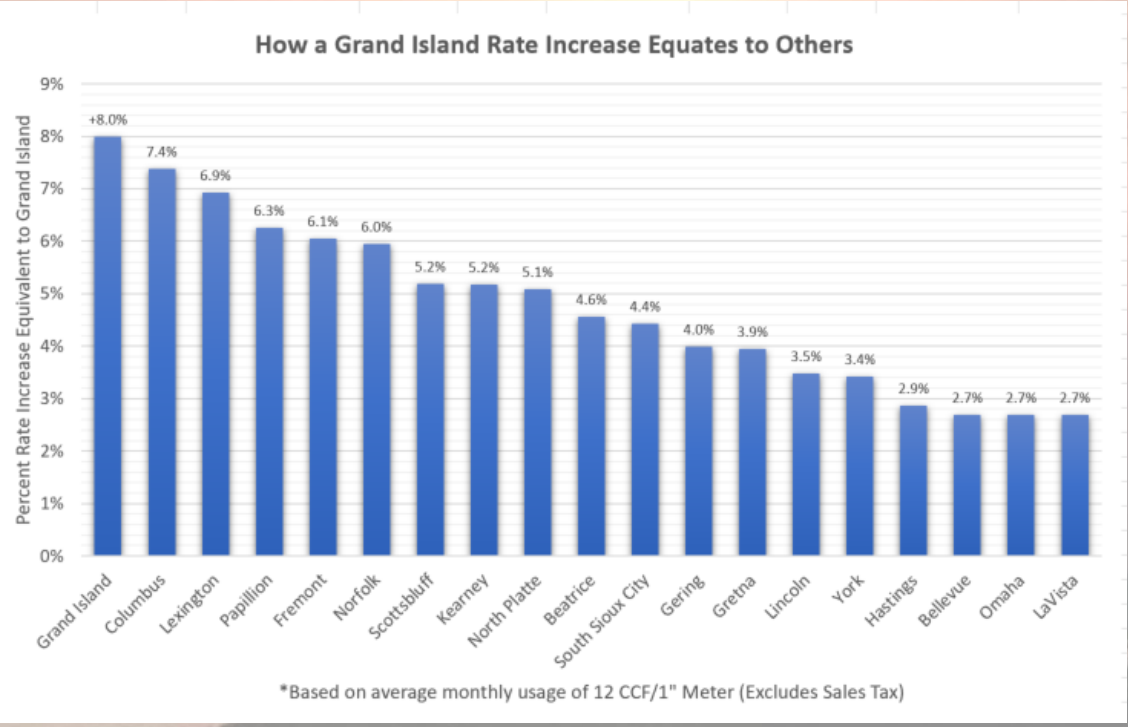
- Rate Increase
  - FY2027 – Average of $1.94/month per Residential Customer
  - FY2028 – Average of $1.97/month per Residential Customer
  - FY2029 – Average of $2.11/month per Residential Customer

  - In 3 years, this would raise the average residential water bill $6.02/month.

CITY OF Grand Island NEBRASKA

Attachment “E”

Comparative customer increase in other Cities



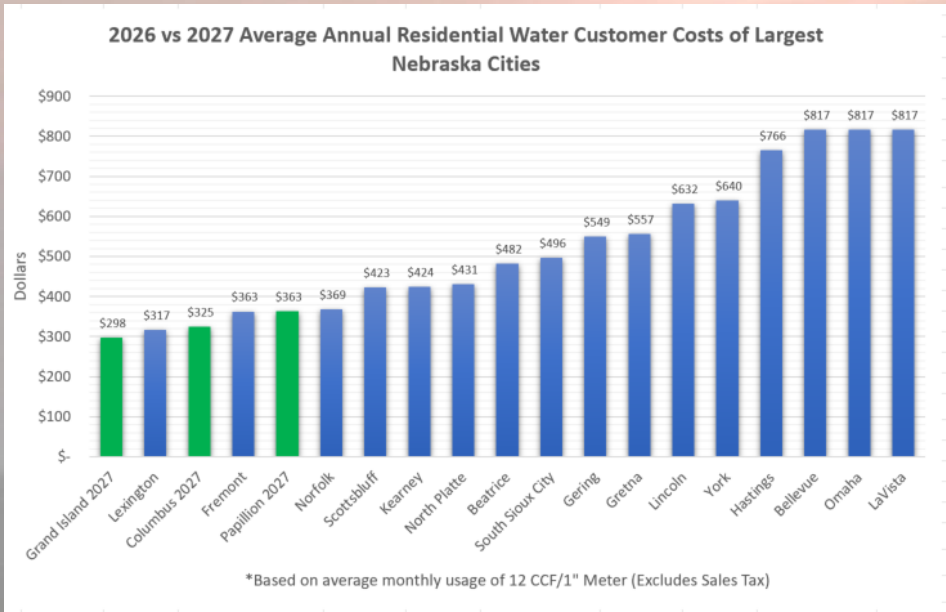
- This is the % increase, in other Cities, that would equate to the same effect on a customers bill that a 8.0% increase in Grand Island has.

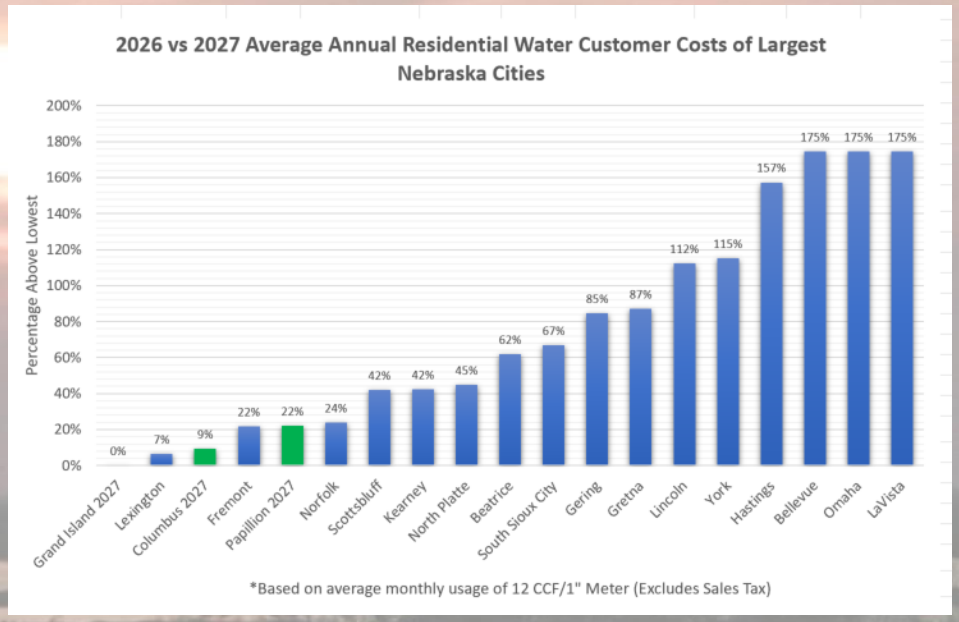
CITY OF Grand Island NEBRASKA

Attachment “F”

2026 vs 2027

(1st year rate increase included)





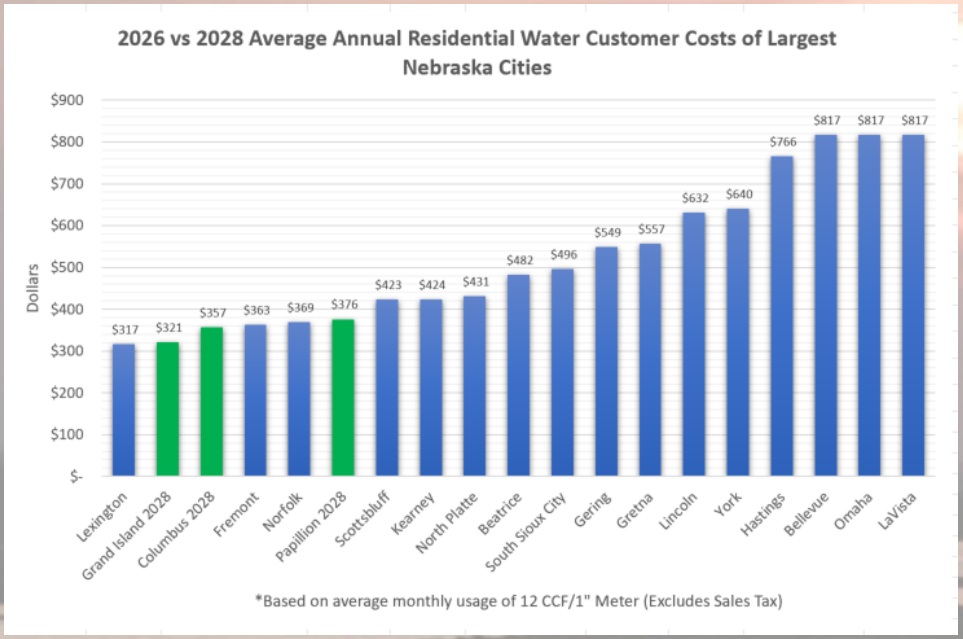
Note: Columbus & Papillion have already approved increases in the coming years. These have been included for reference. All other Cities Data is fixed at 2026 rates.

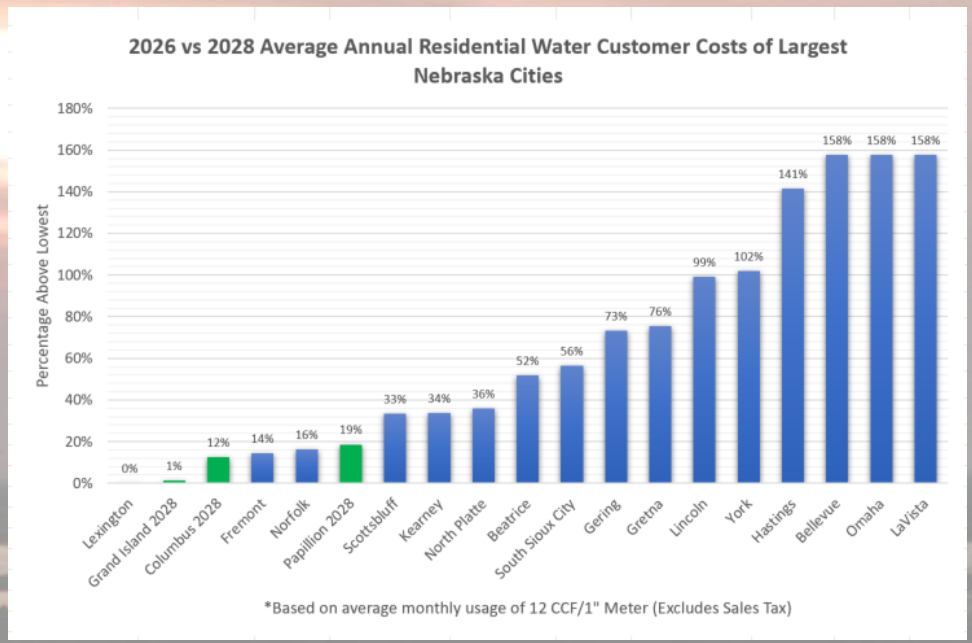
CITY OF Grand Island NEBRASKA

Attachment “G”

2026 vs 2028

(1st & 2nd year rate increase included)





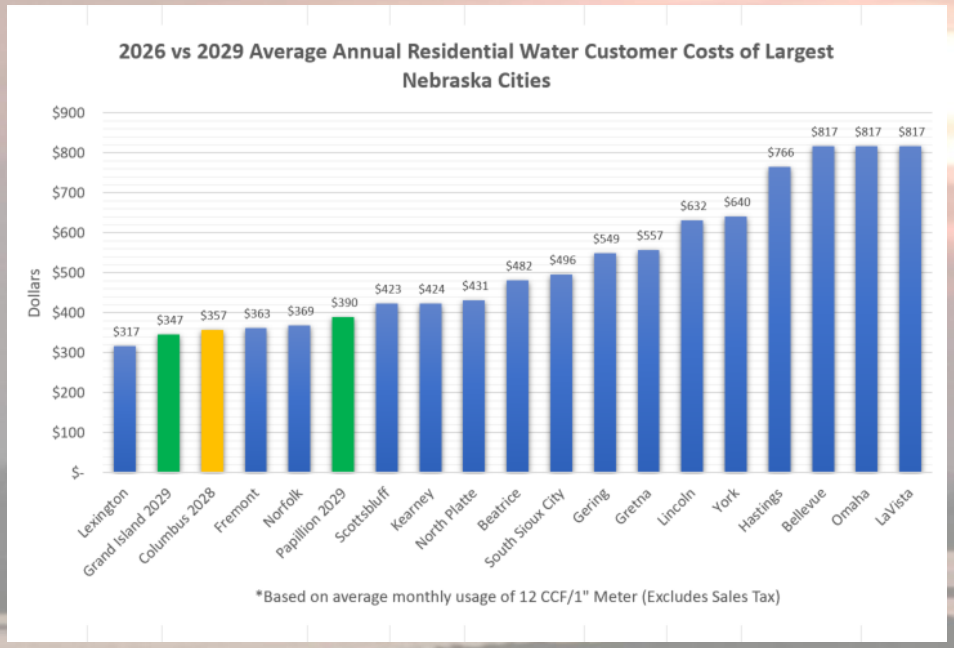
Note: Columbus & Papillion have already approved increases in the coming years. These have been included for reference. All other Cities Data is fixed at 2026 rates.

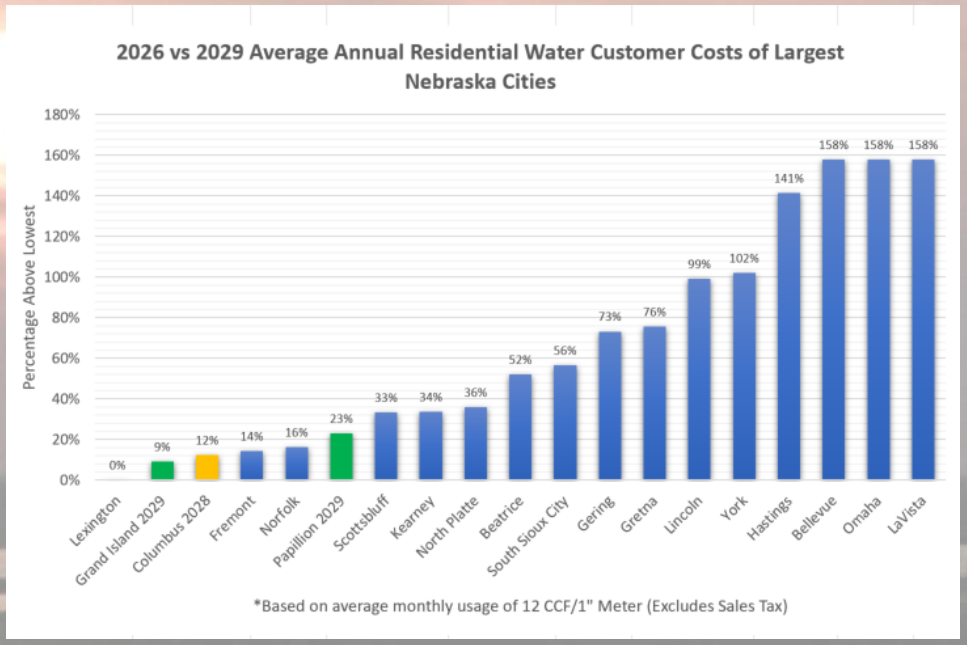
CITY OF Grand Island NEBRASKA

Attachment “H”

2026 vs 2029

(1st, 2nd, and 3rd year rate increase included)





Note: Columbus & Papillion have already approved increases in the coming years. These have been included for reference. All other Cities Data is fixed at 2026 rates.

FY 2026 Cost of Service / Rate Design Study

City of Grand Island, NE
Water Utility

City Council Review Draft

May 12, 2026

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CERTIFICATION

I hereby certify, as a Professional Engineer in the state of Nebraska, that the information in this document was assembled under by my direct personal charge. This report is not intended or represented to be suitable for reuse by the City of Grand Island, Nebraska, or others without specific verification or adaptation by the Engineer.

John A. Krajewski, P.E.
Nebraska, E-9992

Date: _____

Executive Summary

This study was prepared by JK Energy Consulting, LLC (JKEC) for the City of Grand Island Utilities Department (GIUD or Utility). The purpose of the study was to review the Utility's revenues and expenses and ensure water rates are adequate to pay for projected expenses.

Based on the analysis completed, the existing rates do not collect sufficient revenue to cover projected revenue requirements, including capital improvements and debt service payments, in fiscal year (FY) 2026 through FY 2030 on a cash basis (Table 1, Line 32). Based on the projected operating results, revenues for FY 2026 were approximately $7.7 million, with a shortfall of approximately $1.2 million (see Table 1, Line 32). Cash basis operating results indicated a need for a rate increase of approximately 15.8% (Table 1, Line 33). A series of rate increases is proposed to ensure adequate revenue to cover operating costs, debt service expenses, and capital improvement projects the Utility plans to fund from retail revenue. By FY 2030, a rate change of approximately 31.4% would be necessary to ensure breakeven cash flow (Table 1, Line 33).

The proposed rate plan would implement 8% rate increases in FY 2027, FY 2028, and FY 2029 by increasing the federal unfunded mandates fee for the Clean Water Act and by allocating changes to the service charge and usage rates based on the cost of service analysis. The Utility should consider an additional rate increase of 5% in FY 2030. Future rate increases should be assessed on a regular basis and should consider recent operating results, changes in operating and capital costs, regulatory and legal requirements, and changes in usage patterns.

The cost of service analysis was completed to assess the amount that each rate class should be paying, compared to the revenue that is being collected from existing rates. For purposes of this study, customers were divided between inside city (excluding the single largest customer) and outside city rate classes, and the largest customer as its own rate class. The cost of service indicated that all rate classes were paying less than the allocated cost of service. The indicated rate changes range between 7.1% and 9.0%, depending on the rate class and usage profile (Table 4).

The purpose of rate design is to develop rates that reflect the cost of service and accomplish other goals established by the Utility. In FY 2027, the proposed rate plan would increase the average monthly inside city water bill approximately $2.40 per month, effective October 2026 (Table 5). The increase consists of $0.15 per month for the federal mandates fee and $2.25 for the combined change in service charge and usage rates. Rate changes would not be uniform across all rate components. The proposed rate design includes a $0.37/month increase in the service charge for service sizes that are 1" or less. Larger service size monthly fees would be increased by a similar percentage (9%).

The existing volume charges are extremely complex. The stated purpose of the complexity is to collect additional revenue from discretionary usage, particularly lawn irrigation, during high use periods. This goal can be accomplished with fewer rate blocks by targeting the proposed rate increases at certain water usage blocks. Under the proposed rate structure, the number of volume blocks will decrease from four to three. It is also proposed to modify verbiage in the rate schedule to state all units in 100 cubic feet (cf) or $/100 cf. The proposed volume rates in FY 2027 would be as follows:

$/100 cf per month	Inside City ($/100 cf)	Outside City ($/100 cf)
First 8	$1.15	$1.38
Next 32	$1.60	$1.92
Excess	$0.79	$0.95

Changing the structure of the volume charges results in rate changes that are not uniform for all customers. While the overall revenue change is 8% in FY 2027, some users may have increases of more than 8% based on their usage level. These variations are consistent with the cost of service results.

Even with the proposed rate increase, the Utility's water rates are still the lowest among a peer group that includes Columbus, Fremont, Hastings, Kearney, Lincoln, Norfolk, and Omaha (Table 6).

Conclusions

The following conclusions were reached, based on the information provided and analyses completed:

1. Projected revenues from existing rates are approximately $7.7 million in FY 2026. This is less than the amount needed to fund operating costs, capital expenditure, and debt service requirements.
2. By FY 2030, existing rates would need to increase by approximately 31.4% to pay projected operating expenses, capital improvements, and debt service expenses.
3. Rate increases of 8% in FY 2027, FY 2028, and FY 2029 implemented by increasing the federal unfunded mandates fee and by allocating changes to the service charge and usage rates, would be necessary under the proposed rate plan.
4. An additional rate increase of 5% in FY 2030 would likely be required to ensure compliance with the minimum cash reserve policy for the water utility.
5. The cost of service analysis indicated all rate classes require a rate increase, varying between 7.1% and 9.0%, to reflect the cost of service.
6. The existing block structure is extremely complex. While it does collect additional revenue from discretionary use, particularly lawn irrigation in summer months, it can be simplified while continuing to charge a higher rate for lawn irrigation and other discretionary uses, particularly in high use months.

Recommendations

The following recommendations were developed based on the analyses completed and conclusions reached:

1. Water rates should be increased 8% effective October 1, 2026 (for FY 2027), 8% effective October 1, 2027 (for FY 2028), and 8% effective October 1, 2028 (for FY 2029). The proposed rate ordinance is included in Appendix A.
2. The consumption rate structure should be simplified from four blocks to three blocks. The sizes of some blocks should be modified to limit rate changes for certain usage levels while implementing a rate that charges higher costs to discretionary water usage, such as lawn watering, in the summer season.
3. The Utility should consider an additional rate increase of 5% in FY 2030.

Purpose and Approach

The purpose of this study was to review the water rates charged by the Utility. The goal of future water rates was to collect sufficient revenue to cover projected expenses, including debt service for water system improvements.

The approach to the study involved completing several tasks. Retail water sales, operating expenses, non-retail revenues, and other financial information were collected. Test year expenses were projected, and future expenses were projected through FY 2030. A rate plan was developed to meet the financial goals established by the Utility. The allocated cost of service for each rate class was calculated and compared to revenue from existing rates. The existing rates were reviewed and new rates were developed. A written report was prepared and presented to staff prior to submitting it to the City Council.

Background

Grand Island Utilities Department – Water

The Grand Island Utilities Department operates the water department (also referred to as water utility or Utility in this report), which serves approximately 18,300 customers located within the City and in some areas adjacent to the City. While most customers are residential and small commercial accounts, the Utility serves several large industrial customers. In particular, one large customer accounts for approximately 14% of the Utility's retail revenue.

Projected Financial Results

The purpose of preparing projected financial results is to compare projected revenues with expenses and determine the need for future rate increases. Projections were prepared for the period FY 2026 through FY 2030 based on information provided by the Utility.

Parameters

The following parameters were used to develop the test year budget and the projected financial results.

1. Historical and projected results were prepared based on the Utility's fiscal year (October 1 through September 30).
2. The water department budgets for FY 2026 were used as the basis for the FY 2026 test year budget, with normal escalation, adjustments for other known changes and inclusion of a transfer from cash reserves to minimize the required rate change.
3. Operating and maintenance expenses, administrative costs, and other internal expenses were projected to increase at a rate of 3% annually.
4. Water sales were projected to remain stable (no increase or decrease).
5. Projected financial results were presented on an "accrual basis" and "cash basis." Accrual basis accounting is consistent with Generally Accepted Accounting Principles (GAAP) and cash basis results were intended to reflect actual cash flow. Each approach is important for ratemaking purposes since the Utility's rates should ensure positive cash flow and positive net income.
6. The cost of service was prepared on a cash basis, including capital improvements and debt service payments, while excluding depreciation.
7. Depreciation expense was included in the accrual-based financial results.

Projected Financial Results

Table 1 (see page 6) shows the projected financial results for FY 2026 through FY 2030, along with historical financial results for FY 2024 and FY 2025. The projected financial results do not include any rate changes or use of available funds for rate stabilization. The projected deficit on a cash basis ranges from approximately $1.2 million in FY 2026 to $2.4 million in FY 2030. The utility would fall below its minimum cash reserve policy by the end of FY 2027 without any rate changes and remain out of compliance with the policy throughout the study period. The deficit is almost entirely caused by a forecasted increase in capital expenditure.

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Table 1
Grand Island Utilities Department
2026 Water COS Update
Projected Financial Results
Existing Rates

Line	Description	Actual (1) 2024	Actual (1) 2025	Test Year 2026	Projected 2027	Projected 2028	Projected 2029	Projected 2030
1	**Operating Revenues**							
2	Sale of Water	$ 6,664,336	$ 7,274,121	$ 7,711,010	$ 7,711,010	$ 7,711,010	$ 7,711,010	$ 7,711,010
3	Sales from Non-Metered Uses	-	-	-	-	-	-	-
4	Forgivable Costs - Lead/Copper	-	-	930,000	930,000	930,000	930,000	930,000
5	Reimbursement - Loan Funds - Lead/Copper	-	-	570,000	570,000	570,000	570,000	570,000
6	Tap Fees	41,571	-	-	-	-	-	-
7	Other	317,467	193,999	260,200	260,200	260,200	260,200	260,200
8	**Total Operating Revenue**	**$ 7,023,374**	**$ 7,468,120**	**$ 9,471,210**	**$ 9,471,210**	**$ 9,471,210**	**$ 9,471,210**	**$ 9,471,210**
9	**Operating Expenses**							
10	Internal Costs	$ 6,569,282	$ 8,687,977	$ 6,917,376	$ 7,124,897	$ 7,338,644	$ 7,558,804	$ 7,785,568
11	Lead/Copper Replacement Costs		-	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
12	Depreciation	1,237,397	1,264,516	1,301,400	1,301,400	1,301,400	1,301,400	1,301,400
13	**Total Operating Expenses**	**$ 7,806,679**	**$ 9,952,493**	**$ 9,718,776**	**$ 9,926,297**	**$ 10,140,044**	**$ 10,360,204**	**$ 10,586,968**
14	**Operating Income - GAAP Basis**	**$ (783,305)**	**$ (2,484,373)**	**$ (247,566)**	**$ (455,087)**	**$ (668,834)**	**$ (888,993)**	**$ (1,115,758)**
15	**Non-Operating Expense/(Revenue)**							
16	Interest Income	$ (200,762)	$ (147,944)	(125,000)	(125,000)	(125,000)	(125,000)	(125,000)
17	Interest Expense	130,878	127,299	122,916	102,658	96,411	89,289	81,534
18	Lead/Copper Loan Payment	-	-	-	31,500	31,500	31,500	227,500
19	Gain on Disposal of Assets	(3,376)	-	-	-	-	-	-
21	Capital Contributions	-	(1,005,555)	-	-	-	-	-
22	**Total Non-Operating Expense/(Revenue)**	**$ (73,260)**	**$ (1,026,200)**	**$ (2,084)**	**$ 9,158**	**$ 2,911**	**$ (4,211)**	**$ 184,034**
23	**Net Income - GAAP Basis**	**$ (710,045)**	**$ (1,458,173)**	**$ (245,482)**	**$ (464,245)**	**$ (671,745)**	**$ (884,783)**	**$ (1,299,792)**
24	**Cash Basis**							
25	Net Income	**$ (710,045)**	**$ (1,458,173)**	**$ (245,482)**	**$ (464,245)**	**$ (671,745)**	**$ (884,783)**	**$ (1,299,792)**
26	Plus Depreciation	**1,237,397**	**1,264,516**	**1,301,400**	**1,301,400**	**1,301,400**	**1,301,400**	**1,301,400**
27	Less Debt Service Principal	**-**	**(350,000)**	**(355,000)**	**(360,000)**	**(365,000)**	**(375,000)**	**(380,000)**
28	Less Capital Contributions	**(185,920)**	**-**	**-**	**-**	**-**	**-**	**-**
29	Less Capital Expenditures	**(1,094,549)**	**(1,081,627)**	**(1,921,229)**	**(1,495,590)**	**(1,381,110)**	**(1,656,200)**	**(2,045,600)**
30	Less AMI Capital	**-**	**-**	**-**	**-**	**-**	**-**	**-**
31	Transfer	**133,972**	**-**	**-**	**-**	**-**	**-**	**-**
32	**Net Income - Cash Basis**	**$ (619,145)**	**$ (1,625,284)**	**$ (1,220,311)**	**$ (1,018,435)**	**$ (1,116,455)**	**$ (1,614,583)**	**$ (2,423,992)**
33	**Rate Change for Breakeven Cash Flow**	9.3%	22.3%	15.8%	13.2%	14.5%	20.9%	31.4%
34	**Cash Balance**							
35	Starting Balance			**4,256,337**	**3,036,026**	**2,017,591**	**901,137**	**(713,446)**
36	Change in Cash			**(1,220,311)**	**(1,018,435)**	**(1,116,455)**	**(1,614,583)**	**(2,423,992)**
37	**Ending Cash Balance**			**$ 3,036,026**	**$ 2,017,591**	**$ 901,137**	**$ (713,446)**	**$ (3,137,437)**
38	**Minimum Cash Policy**			**$ 2,525,213**	**$ 2,587,469**	**$ 2,651,593**	**$ 2,717,641**	**$ 2,785,670**
39	**Surplus / (Deficit)**			**$ 510,813**	**$ (569,878)**	**$ (1,750,456)**	**$ (3,431,087)**	**$ (5,923,108)**

Notes:
(1) Based on audited financial statements.

JKEC
JK Energy Consulting, LLC

Future Rate Changes

Table 2, Line 1, shows the projected operating results with 8% rate increases in FY 2027, FY 2028, and FY 2029, and a 5% rate increase in FY 2030. The series of rate increases in FY 2027 through FY 2030 would result in sufficient revenue to cover projected operating expenses, debt service costs, and planned capital improvements. The rate increases would also ensure compliance with the minimum cash reserve policy throughout the study period.

Table 2
Grand Island Utilities Department
2026 Water COS Update
Projected Financial Results
Projected Rates

Line	Description	Test Year 2026	Projected 2027	2028	2029	2030
1	**Proposed Rate Increase**	0.00%	8.00%	8.00%	8.00%	5.00%
2	**Operating Revenues**					
3	Retail Sales - Existing Rates	$ 7,711,010	$ 7,711,010	$ 7,711,010	$ 7,711,010	$ 7,711,010
4	Rate Changes	-	616,881	1,283,112	2,002,642	2,488,324
5	Sales from Non-Metered Uses	-	-	-	-	-
6	Forgivable Costs - Lead/Copper	930,000	930,000	930,000	930,000	930,000
7	Reimbursement - Loan Funds - Lead/Copper	570,000	570,000	570,000	570,000	570,000
8	Tap Fees	-	-	-	-	-
9	Other	260,200	260,200	260,200	260,200	260,200
10	**Total Operating Revenue**	**$ 9,471,210**	**$ 10,088,091**	**$ 10,754,322**	**$ 11,473,852**	**$ 11,959,535**
11	**Operating Expenses**					
12	Internal Costs	$ 6,917,376	$ 7,124,897	$ 7,338,644	$ 7,558,804	$ 7,785,568
13	Lead/Copper Replacement Costs	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000
14	Depreciation	1,301,400	1,301,400	1,301,400	1,301,400	1,301,400
15	**Total Operating Expenses**	**$ 9,718,776**	**$ 9,926,297**	**$ 10,140,044**	**$ 10,360,204**	**$ 10,586,968**
16	**Operating Income - GAAP Basis**	**$ (247,566)**	**$ 161,794**	**$ 614,278**	**$ 1,113,648**	**$ 1,372,567**
17	**Non-Operating Expense/(Revenue)**					
18	Interest Income	(125,000)	(125,000)	(125,000)	(125,000)	(125,000)
19	Interest Expense	122,916	102,658	96,411	89,289	81,534
20	Lead/Copper Loan Payment	-	31,500	31,500	31,500	227,500
21	Capital Contributions	-	-	-	-	-
22	**Total Non-Operating Expense/(Revenue)**	**$ (2,084)**	**$ 9,158**	**$ 2,911**	**$ (4,211)**	**$ 184,034**
23	**Net Income - GAAP Basis**	**$ (245,482)**	**$ 152,636**	**$ 611,367**	**$ 1,117,859**	**$ 1,188,533**
24	**Cash Basis**					
25	Net Income	**$ (245,482)**	**$ 152,636**	**$ 611,367**	**$ 1,117,859**	**$ 1,188,533**
26	Plus Depreciation	**1,301,400**	**1,301,400**	**1,301,400**	**1,301,400**	**1,301,400**
27	Less Debt Service Principal	**(355,000)**	**(360,000)**	**(365,000)**	**(375,000)**	**(380,000)**
28	Less Capital Contributions	**-**	**-**	**-**	**-**	**-**
29	Less Non-AMI Capital Expenditures	**(1,921,229)**	**(1,495,590)**	**(1,381,110)**	**(1,656,200)**	**(2,045,600)**
30	Less AMI Capital	**-**	**-**	**-**	**-**	**-**
31	Transfers	-	-	-	-	-
32	**Net Income - Cash Basis**	**$ (1,220,311)**	**$ (401,554)**	**$ 166,657**	**$ 388,059**	**$ 64,333**
33	**Rate Change for Breakeven Cash Flow**	15.8%	4.8%	-1.9%	-4.0%	-0.6%
34	**Cash Balance**					
35	Starting Balance	**4,256,337**	**3,036,026**	**2,634,472**	**2,801,130**	**3,189,189**
36	Change in Cash	**(1,220,311)**	**(401,554)**	**166,657**	**388,059**	**64,333**
37	**Ending Cash Balance**	**$ 3,036,026**	**$ 2,634,472**	**$ 2,801,130**	**$ 3,189,189**	**$ 3,253,522**
38	**Minimum Cash Policy**	**$ 2,525,213**	**$ 2,587,469**	**$ 2,651,593**	**$ 2,717,641**	**$ 2,785,670**
39	**Surplus / (Deficit)**	**$ 510,813**	**$ 47,003**	**$ 149,536**	**$ 471,548**	**$ 467,852**

Cost of Service

The purpose of the cost of service analysis is to identify the costs related to serving each class of customers. Several steps were completed to prepare the cost of service analysis. A test year budget was prepared based on the FY 2026 operating budget, with adjustments for known changes. Each expense item was identified and assigned to a utility function and further classified within each of those functions based on the method used to allocate those costs to retail rate classes. This process is called "functionalization" and "classification."

The costs related to each function were allocated to each customer class based on generally accepted cost allocation principles for municipal water utilities. The allocated costs were compared to revenues based on existing rates. The comparison of the cost of service to revenue from existing rates was used as a factor in designing rates.

Test Year Budget

The FY 2026 operating budgets were used as the basis for the test year budget. The purpose of preparing a test year budget is to create a scenario that is as close to "normal" operating conditions as possible, reflecting known changes for the Utility. The test year budget for FY 2026 included the following adjustments:

1. Normalized water sales based on typical historical water sales.
2. Including use of cash reserves to reduce the revenue requirements to a level that would require a rate increase to approximately 8%.

The test year budget for FY 2026 was approximately $8.3 million and is summarized in Table 3 (see page 9). The test year budget represents the amount that needs to be collected from retail rates. It includes all operating expenses, debt service payments, capital improvements funded from rates, and is reduced for revenue from interest income and other non-retail revenue.

Functionalization and Classification

Functionalization and classification involve assigning the expense items to function and classifying those expenses on the basis of a reasonable allocation method. The following functions were used for the Utility:

1. Water Production
2. Water Distribution
3. Customer service
4. Metering
5. Other (interest income, other charges)

Production and distribution costs were split between base costs, which vary in proportion to water usage, and extra capacity costs. Extra capacity costs were divided between extra peak day capacity and extra peak hour capacity. These costs vary in proportion to the amount the peak usage exceeds the average usage. Customer and metering costs include those costs associated with serving a particular customer, regardless of the customer's water usage. This would include expenses like customer billing, meter reading, customer accounting expenses, and maintenance costs related to these functions.

Table 3 summarizes the classification of test year expenses, including the allocation to the various retail rate classes. Approximately $7.8 million is production and distribution related, $1.5 million is customer and meter related, and a credit of approximately $1.0 million which includes other revenue, a transfer from cash reserves. and expenses that are not easily allocated to a particular function. Based on this classification, 94% of the Utility's test year budget is production and distribution related, 18% is customer and meter related, and -12% is considered other.

Table 3
Grand Island Utilities Department
2026 Water COS Update
Test Year Budget by Function
Annual

Rate Class	Production / Distribution	Customer / Metering	Other	Total
Inside City	$ 6,377,653	$ 1,476,233	$ (837,284)	$ 7,016,602
Outside City	118,203	18,466	(14,570)	122,099
Large Customer	1,330,877	2,142	(142,110)	1,190,910
Total	**$ 7,826,734**	**$ 1,496,841**	**$ (993,964)**	**$ 8,329,611**
Percentage	**94%**	**18%**	**-12%**	**100%**

Cost Allocation

The functionalized costs were allocated to the various rate classes using generally accepted methods for preparing embedded cost of service studies. There is no standard cost of service methodology that the Utility is required to follow by a regulatory agency.

The Utility's rates are based on a usage rate (expressed in $/100 cubic feet) with a meter charge based on the size of the customer meter plus a storm water fee and a federal mandated charge. The rate classes established by the Utility are consistent with industry guidelines, including publications issued by the American Water Works Association. Cost allocation of functionalized costs to the various rate classes was completed using industry guidelines. For example, customer-related costs were allocated based on weighted

meters in each class. Volume-related costs were allocated based on sales volumes for each rate class. Peak-day and peak-hour costs were allocated based on estimated peak-day and peak-hour usage for each rate class.

Comparison of Revenues to Cost of Service

Revenues collected from existing rates were compared to the allocated cost of service. The purpose of this comparison was to provide guidance on the adequacy of the existing rates for each rate class. This comparison can be used to assess the general magnitude of rate changes needed for each rate class and is one factor in determining the need for rate adjustments for individual rate classes.

Table 4 compares the revenue from existing rates to the calculated cost of service. Overall, the cost of service was 8.0% more than revenues from existing rates. The cost of service ranged from 7.1% to 9.0%.

Table 4
Grand Island Utilities Department
2026 Water COS Update
Comparison of Cost of Service
to Revenue from Existing Rates
Annual

Rate Class	Revenue Existing Rates	Cost of Service	Difference $	Difference %
Inside City	$ 6,504,295	$ 7,016,602	$ 512,307	7.9%
Outside City	113,983	122,099	8,116	7.1%
Large Customer	1,092,732	1,190,910	98,178	9.0%
Total	**$ 7,711,010**	**$ 8,329,611**	**$ 618,601**	**8.0%**

Rate Design

The proposed rate plan would increase rates by 8% in FY 2027, FY 2028, and FY 2029. Rate changes were directed at both the service charge and usage rates. The blocks to which the rate changes were applied are based on the cost of service as well as a goal to simplify the block structure.

The proposed rate design would simplify rates and help ensure all customers are paying at or near the cost of service. The proposed rate changes are:

[Intentionally left blank.]

1. Increase the Service Charge for all customers. For meters of 1" or less the following rates are proposed ($ per month):

Existing Rate	FY 2027	FY 2028	FY 2029
$7.30	$7.67	$8.28	$8.94

   The Service Charge would be increased for larger service sizes by a similar percentage as the increase for meters of 1" or less.

2. Increase revenue from the volume charge and simplify the block structure. The current rate structure includes four blocks: First 5 ccf, next 35 ccf, next 960 ccf and excess. The proposed structure includes three blocks: First 8 ccf, next 32 ccf and excess. The proposed rate would maintain higher rates for usage that is typically discretionary during higher usage periods, primarily lawn irrigation. A rate differential for outside city usage is maintained based on the current differential percentages.

   The proposed volume rates for inside city customers are shown below ($/100 cf):

Usage	FY 2027	FY 2028	FY 2029
First 8 ccf	$1.15	$1.24	$1.34
Next 32 ccf	$1.60	$1.73	$1.86
Excess	$0.79	$0.86	$0.93

3. Increase the unfunded federal mandates fee ($ per month). This increase is based on a cost of service assessment recently completed and a prior review of this amount by Utility staff. The calculation of the federal mandates charge is shown in Table 5.

Existing Rate	FY 2027	FY 2028	FY 2029
$0.89	$1.04	$1.12	$1.21

   The Utility has historically established a separate "federal mandates charge" to recover the cost of a federally mandated backflow prevention program. These costs are separately identified in a specific operating account. The costs associated with the program are recovered through a fixed customer charge adders designed to recover that cost in a fixed amount for each customer. Table 5 (see page 12) shows this calculation based on the previously used methodology.

[Intentionally left blank.]

Table 5
Grand Island Utilities Department
2026 Water COS Update
Calculation of Backflow Prevention Rate

Description	Amount
Number of Customers	18,306
Direct Backflow Prevention Cost	$ 227,800
Allocated A&G Adder	0.00%
Total Backflow Prevention Cost	$ 227,800
Monthly Rate	$ 1.04

The proposed rate changes are not uniform for all customers and usage levels since some rate components are increasing more than 8% while other rate components are increasing less than 8%. While the overall revenue change is 8%, some users may have increases of more than 8% based on their usage level. These variations are consistent with the cost of service results.

The proposed rate change would increase the average inside city customer water bill by $2.40 per month in FY 2027, taking into account changes in federal mandates charge, service charge and usage rate changes combined. A customer using 12 ccf with a 1" or smaller meter would receive an increase of $1.90 per month. Table 6 shows the revenue from existing rates and the proposed FY 2027 rates by rate class, effective October 2026.

Table 6
Grand Island Utilities Department
2026 Water COS Update
Proposed Rate Change by Rate Class - October 2026
Annual

Rate Class	Revenue Existing Rates	Revenue Proposed Rates	Difference $	Difference Bill (1)	Difference %
Inside City	$ 6,504,295	$ 7,024,866	$ 520,571	$ 2.40	8.0%
Outside City	113,983	123,111	9,127	3.53	8.0%
Large Customer	1,092,732	1,180,369	87,637		8.0%
Total	**$ 7,711,010**	**$ 8,328,345**	**$ 617,335**	**$ 2.81**	**8.0%**

Notes:
(1) Change in average monthly bill for customers within rate class.

With the proposed rate increases, the Utility's inside city water rates in FY 2027 would still be the lowest among a peer group of municipal utilities in eastern Nebraska. Table 7 provides a comparison of existing rates for the cities of Columbus, Fremont, Hastings, Kearney, Lincoln, Norfolk, and Omaha to the proposed FY 2027 rates for GIUD. The comparisons were prepared for usage of 500 cf, 700 cf, and 1,000 cf.

Table 7
Grand Island Utilities Department
2026 Water COS Update
Typical Bill Comparison
Rate Comparisons - Based on Proposed FY 2027
Residential <1" Meter, Summer Season

Rate Comparisons			
Utility	**500 cf**	**700 cf**	**1,000 cf**
Grand Island	**$ 14.74**	**$ 17.09**	**$ 21.52**
Columbus	$ 15.53	$ 18.18	$ 22.15
Fremont	$ 22.47	$ 24.77	$ 28.41
Kearney	$ 22.15	$ 25.91	$ 31.55
Norfolk	$ 27.07	$ 30.82	$ 35.47
Hastings	$ 29.64	$ 33.94	$ 40.39
Omaha	$ 31.08	$ 35.70	$ 43.55
Lincoln	$ 35.06	$ 39.10	$ 46.88

Note: Typical bill sorted based on 700 cf usage.

Conclusions

The following conclusions were reached, based on the information provided and analyses completed:

1. Projected revenues from existing rates are approximately $7.7 million in FY 2026. This is less than the amount needed to fund operating costs, capital expenditure, and debt service requirements.
2. By FY 2030, existing rates would need to increase by approximately 31.4% to pay projected operating expenses, capital improvements, and debt service expenses.
3. Rate increases of 8% in FY 2027, FY 2028, and FY 2029 implemented by increasing the federal unfunded mandates fee and by allocating changes to the service charge and usage rates, would be necessary under the proposed rate plan.
4. An additional rate increase of 5% in FY 2030 would likely be required to ensure compliance with the minimum cash reserve policy for the water utility.

5. The cost of service analysis indicated all rate classes require a rate increase, varying between 7.1% and 9.0%, to reflect the cost of service.
6. The existing block structure is extremely complex. While it does collect additional revenue from discretionary use, particularly lawn irrigation in summer months, it can be simplified while continuing to charge a higher rate for lawn irrigation and other discretionary uses, particularly in high use months.

Recommendations

The following recommendations were developed based on the analyses completed and conclusions reached:

1. Water rates should be increased 8% effective October 1, 2026 (for FY 2027), 8% effective October 1, 2027 (for FY 2028), and 8% effective October 1, 2028 (for FY 2029). The proposed rate ordinance is included in Appendix A.
2. The consumption rate structure should be simplified from four blocks to three blocks. The sizes of some blocks should be modified to limit rate changes for certain usage levels while implementing a rate that charges higher costs to discretionary water usage, such as lawn watering, in the summer season.
3. The Utility should consider an additional rate increase of 5% in FY 2030.

Appendix A – Rate Ordinance

ORDINANCE NO. _____

An ordinance to amend the Grand Island City Code; Section 35-30, pertaining to water utility rates; to repeal Section 35-30, as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 35-30 of the Grand Island City Code is hereby amended to read as follows:

§35-30. Schedule of Rates

Schedule of Rates Within City

The service fee and usage rate to be charged for water furnished within the corporate limits of the City shall be as follows:

Service Fee

Rates Effective: October 1, 2026

Meter Size	Service Fee
Less than 1”	$7.67
1-1/2”	$14.28
2”	$34.13
3”	$58.38
4”	$79.28
6”	$270.90
8”	$1,508.43
10”	$4,822.55
12”	$6,771.35

Rates Effective: October 1, 2027

Meter Size	Service Fee
Less than 1”	$8.28
1-1/2”	$15.42
2”	$36.86
3”	$63.05
4”	$85.62
6”	$292.57
8”	$1,629.10
10”	$5,208.35
12”	$7,313.05

Rates Effective: October 1, 2028

Meter Size	Service Fee
Less than 1”	$8.94
1-1/2”	$16.66
2”	$39.80
3”	$68.09
4”	$92.47
6”	$315.98
8”	$1,759.43
10”	$5,625.02
12”	$7,898.10

Usage Fee

Rates Effective: October 1, 2026

$/100 cf per month	($/100 cf)
First 8	$1.15
Next 32	$1.60
Over 40	$0.79

Rates Effective: October 1, 2027

$/100 cf per month	($/100 cf)
First 8	$1.24
Next 32	$1.73
Over 40	$0.86

Rates Effective: October 1, 2028

$/100 cf per month	($/100 cf)
First 8	$1.34
Next 32	$1.86
Over 40	$0.93

Schedule of Rates Outside City

The service fee and usage rate to be charged for water furnished outside and beyond the corporate limits of the City shall be as follows:

Service Fee

Rates Effective: October 1, 2026

Meter Size	Service Fee
Less than 1”	$9.13
1-1/2”	$17.01
2”	$40.46
3”	$69.19
4”	$93.99
6”	$321.08
8”	$1,788.37

10”	$5,717.53
12”	$8,028.13

Rate Effective: October 1, 2027

Meter Size	Service Fee
Less than 1”	$9.86
1-1/2”	$18.37
2”	$43.70
3”	$74.73
4”	$101.51
6”	$346.76
8”	$1,931.44
10”	$6,174.93
12”	$8,670.38

Rate Effective: October 1, 2028

Meter Size	Service Fee
Less than 1”	$10.65
1-1/2”	$19.84
2”	$47.19
3”	$80.71
4”	$109.63
6”	$374.50
8”	$2,085.96
10”	$6,668.92
12”	$9,364.01

Usage Fee

Rates Effective: October 1, 2026

$/100 cf per month	($/100 cf)
First 8	$1.38
Next 32	$1.92
Over 40	$0.95

Rates Effective: October 1, 2027

$/100 cf per month	($/100 cf)
First 8	$1.50
Next 32	$2.08
Over 40	$1.03

Rates Effective: October 1, 2028

$/100 cf per month	($/100 cf)
First 8	$1.62
Next 32	$2.24
Over 40	$1.11

Plus

A customer charge for unfunded federal mandates for the Clean Water Act and the City's backflow program, in addition to the regular rates charged for water furnished to the customer as follows:

Effective October 1, 2026:	$1.04 per month
Effective October 1, 2027:	$1.12 per month
Effective October 1, 2028:	$1.21 per month

Plus City Dividend for Utility Ownership

All water services provided by the Grand Island Utilities Department will be subject to a City Dividend for Utility Ownership. The City Dividend for Utility Ownership will be set by resolution in the City of Grand Island Fee Schedule and calculated as a percentage of the total water usage bill. The City Dividend for Utility Ownership will be identified as a separate line item on the water bill and will be calculated as follows:

City Dividend = Water Usage Bill Before Sales Tax * Water City Dividend Rate

The City Dividend for Utility Ownership will be subject to applicable sales tax.

SECTION 2. Those portions of Section 35-30, as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. The validity of any section, subsection, sentence, clause or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause or phrase thereof.

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication, in pamphlet form, within fifteen (15) days in one issue of the Grand Island Independent as provided by law.

Enacted:_____

_____
Roger G. Steele, Mayor

ATTEST:

_____
Jill Granere, City Clerk

ORDINANCE NO. 10,076

An ordinance to amend Grand Island City Code Section 35-30, pertaining to water utility rates; to create or modify such section as necessary; to clarify and/or make general corrections to various sections therein; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 35-30 of the Grand Island City Code is hereby amended to read as follows:

35-30 Schedule of Rates

SCHEDULE OF RATES WITHIN CITY

The monthly service fee and monthly usage rate to be charged for water furnished within the corporate limits of the City shall be as follows:

Plus Water City Dividend

Rates Effective: October 1, 2025	
Meter Size	**Service Fee**
Less than 1"	$7.30
1-1/2"	$13.60
2"	$32.50
3"	$55.60
4"	$75.50
6"	$258.00
8"	$1,436.60
10"	$4,592.90
12"	$6,448.90

Rates Effective: October 1, 2026	
Meter Size	**Service Fee**
Less than 1"	$7.67
1-1/2"	$14.28
2"	$34.13
3"	$58.38
4"	$79.28
6"	$270.90
8"	$1,508.43
10"	$4,822.55
12"	$6,771.35

Plus Water City Dividend

Rates Effective: October 1, 2027	
Meter Size	**Service Fee**
Less than 1"	$8.28
1-1/2"	$15.42
2"	$36.86
3"	$63.05
4"	$85.62

6"	$292.57
8"	$1,629.10
10"	$5,208.35
12"	$7,313.05

Plus Water City Dividend.

Rates Effective: October 1, 2028	
Meter Size	**Service Fee**
Less than 1"	$8.94
1-1/2"	$16.66
2"	$39.80
3"	$68.09
4"	$92.47
6"	$315.98
8"	$1,759.43
10"	$5,625.02
12"	$7,898.10

Plus Water City Dividend

Monthly Usage Rate:

Rates Effective: October 1, 2025

$/100 cf per month	**($/100 cf)**
First 5	$0.93
Next 35	$1.37
Next 960	$0.89
Over 1,000	$0.73

Plus Water City Dividend.

Rates Effective: October 1, 2026	
$/100 cf per month	**($/100 cf)**
First ~~5~~ 8	$0.~~93~~ 1.15
Next ~~35~~ 32	$~~1.37~~ 1.60
~~Next 960~~	~~$0.89~~
Over ~~1,000~~ 40	$0.~~73~~ .79

Plus Water City Dividend.

Rates Effective: October 1, 2027	
$/100 cf per month	**($/100 cf)**
First 8	$1.24
Next 32	$1.73
Over 40	$0.86

Plus Water City Dividend.

Rates Effective: October 1, 2028	
$/100 cf per month	**($/100 cf)**
First 8	$1.34
Next 32	$1.86
Over 40	$0.93

Plus Water City Dividend.

~~Plus:~~

~~A customer charge for unfunded federal mandates for the Clean Water Act and the City's backflow program, in addition to the regular rates charged for water furnished to the customer as follows:~~

~~Effective October 1, 2024: $0.83 per month~~

~~Effective October 1, 2025: $0.89 per month~~

SCHEDULE OF RATES OUTSIDE CITY

The monthly service fee and monthly usage rate to be charged for water furnished outside and beyond the corporate limits of the City shall be as follows:

Monthly Service Fee:

Rate Effective: October 1, 2025	
Meter Size	**Service Fee**
Less than 1"	$8.80
1-1/2"	$16.40
2"	$39.00
3"	$66.70
4"	$90.60

6"	$309.50
8"	$1,723.90
10"	$5,511.40
12"	$7,738.70

Plus Water City Dividend.

Rate Effective: October 1, 2026	
Meter Size	**Service Fee**
Less than 1"	$9.13
1-1/2"	$17.01
2"	$40.46
3"	$69.19
4"	$93.99
6"	$321.08
8"	$1,788.37
10"	$5,717.53
12"	$8,028.13

Plus Water City Dividend.

Rate Effective: October 1, 2027	
Meter Size	**Service Fee**
Less than 1"	$9.86

1-1/2"	$18.37
2"	$43.70
3"	$74.73
4"	$101.51
6"	$346.76
8"	$1,931.44
10"	$6,174.93
12"	$8,670.38

Plus Water City Dividend

Rate Effective: October 1, 2028	
Meter Size	**Service Fee**
Less than 1"	$10.65
1-1/2"	$19.84
2"	$47.19
3"	$80.71
4"	$109.63
6"	$374.50
8"	$2,085.96
10"	$6,668.92
12"	$9,364.01

Plus Water City Dividend.

Monthly Usage Rate:

Rates Effective: October 1, 2025	
$/100 cf per month	**($/100 cf)**
First 5	$1.12
Next 35	$1.65
Next 960	$1.07
Over 1,000	$0.88

Plus Water City Dividend.

Rates Effective: October 1, 2026	
$/100 cf per month	**($/100 cf)**
First ~~5~~ 8	$1.38
Next ~~35~~ 32	$1.92
~~Next 960~~	~~$1.07~~
Over ~~1,000~~ 40	$0..95

Plus Water City Dividend.

Rates Effective: October 1, 2027	
$/100 cf per month	**($/100 cf)**
First 8	$1.50
Next 32	$2.08

Over 40	$1.03

Plus Water City Dividend.

Rates Effective: October 1, 2028	
$/100 cf per month	**($/100 cf)**
First 8	$1.62
Next 32	$2.24
Over 40	$1.11

Plus Water City Dividend.

Plus:

A customer charge for unfunded federal mandates for the Clean Water Act and the City's backflow program, in addition to the regular rates charged for water furnished to the customer as follows:

~~Effective October 1, 2024: $0.83 per month~~

Effective October 1, 2025: $0.89 per month

Effective October 1, 2026: $1.04 per month

Effective October 1, 2027: $1.12 per month

Effective October 1, 2028: $1.21 per month

CITY DIVIDEND FOR UTILITY OWNERSHIP

All water services provided by the Grand Island Utilities Department will be subject to a City Dividend for Utility Ownership. The City Dividend for Utility Ownership will be set by resolution in the City of Grand Island Fee Schedule and calculated as a percentage of the total bill. The City

Dividend for Utility Ownership will be identified as a separate line item on an electric bill and will be calculated as follows:

Water City Dividend = Water Bill Before Sales Tax * Water City Dividend Rate

The City Dividend for Utility Ownership will be subject to applicable sales tax.

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect after its passage and publication, in one issue of the Grand Island Independent as provided by law.

Enacted: May 26, 2026

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: May 26, 2026

Item #: 10.a.

Subject: Closed Session to Receive Update on Pending Litigation, Litigation Which is Imminent as Evidenced by Communication of a Claim or Threat of Litigation and to Review, and Potentially Authorize, the Preparation of a Proposed Settlement of a Regulatory Matter by the City Attorney.

Staff Contact: Kari Fisk, City Attorney

BACKGROUND: The Nebraska Open Meetings Act permits the City Council to hold a closed session by an affirmative vote of the majority of its voting members if a closed session is clearly necessary for the protection of the public interest (See 84-1410). Reasons for closed session include, but are not limited to, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body. In certain circumstances the matters which may be addressed in an open meeting may be further limited by laws, rules, regulations, or orders of various State, Federal, or Court authorities (See 84-1408).

DISCUSSION: The City Attorney will provide status updates regarding active, pending, or threatened litigation against or by the City.

The City Attorney will provide updates about pending regulatory compliance matters and will update council on proposed resolutions including seeking the authority to develop and submit a proposed settlement proposal to the approving regulatory body and to execute any documents necessary to do the same.

FISCAL IMPACT: No fiscal impact is associated with litigation updates, at this time. If regulatory settlement authority is provided, to the extent any authority would have a fiscal impact, that proposal would be limited by availability of funds and/or spending authorizations to be provided by Council at a later date.

ALTERNATIVES: *For Closed Session:*

- Move to go into closed session.

After Closed Session:

- Move to authorize the City Attorney to develop and submit a proposed settlement of a regulatory matter and to execute any documents which may be necessary.
- Move to deny the City Attorney the authority requested.

RECOMMENDATION: It is recommended that the City Council go into closed session to receive litigation updates and that the Council grant authority to the City Attorney to propose formal settlement of regulatory matters.

SAMPLE MOTION: *For Closed Session:*
Move to go into closed session.

After Closed Session:
Move to authorize the City Attorney to develop and submit a proposed settlement of a regulatory matter and to execute any documents which may be necessary.

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STATE OF NEBRASKA CONTRACT AWARD

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

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

PAGE	ORDER DATE
1 of 1	09/17/24
BUSINESS UNIT	BUYER
9000	MATTHEW CADDY (AS)

VENDOR NUMBER: 502529

VENDOR ADDRESS:

MOTOROLA SOLUTIONS INC
500 W MONROE STREET
CHICAGO IL 60661

CONTRACT NUMBER
16054 OC

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

SEPTEMBER 24, 2024 THROUGH DECEMBER 31, 2026

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

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

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

Contract to supply and deliver Public Safety Communications Products, Services and Solutions to the State of Nebraska.

Awarded from State of Washington Master Agreement No. 00318 on behalf of NASPO ValuePoint, effective January 1, 2022.

NASPO ValuePoint's webpage for Motorola's Master Agreement: https://www.naspovaluepoint.org/portfolio/public-safety-communications-products-services-and-solutions/motorola-solutions/

Vendor Point of Contact
Name: Andrew Chyterbok
Phone: 360-409-3223
E-Mail: Andrew.Chyterbok@motorolasolutions.com

(MC, 9/17/2024)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES & SOLUTIONS	1,000,000.0000	$	1.0000

DS

DocuSigned by:
Matthew Caddy 9/24/2024
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BUYER

DocuSigned by:
9/25/2024
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NASPO ValuePoint

PARTICIPATING ADDENDUM 16054 OC

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICE AND SOLUTIONS

Led by the State of **Washington**

Master Agreement #: 00318

Vendor: **Motorola Solutions, Inc.**

Participating Entity: **STATE OF NEBRASKA**

The following products or services are included in this contract portfolio:

Motorola Solutions, Inc. has been awarded the following categories/sub-category/solutions. Detail regarding available services, warranty, software options along with products and pricing are available on the NASPO ValuePoint webpage.

1.1 Radio: Single-Band Portable Radio (P25)
1.2 Radio: Single-Band Mobile Radio (P25)
1.3 Radio: Single-Band Desktop Radio (P25)
1.4 Radio: Multi-Band Portable Radio (P25)
1.5 Radio: Multi-Band Mobile Radio (P25)
1.6 Radio: Multi-Band Desktop Radio (P25)
1.7 Radio: Base Station/Repeater (P25)
2.1 Radio: Conventional Analog Portable (Non-P25)
2.2 Radio: Conventional Analog Mobile (Non-P25)
2.3 Radio: Conventional Analog Desktop (Non-P25)
2.4 Radio: Conventional Analogy Base Station/Repeater (Non-P25)
4 Dispatch Consoles
Radio Solution

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Public Safety Communications Products, Services and Solutions* led by the State of Washington for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *Nebraska*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Vendor

Name:	Andrew Chyterbok
Address:	500 W Monroe Street, Ste 4400, Chicago, IL 60661-3781
Telephone:	(360) 409-3223
Email:	andrew.chyterbok@motorolasolutions.com

Participating Entity

Name:	Matthew Caddy
Address:	1526 K Street, Ste. 130
Telephone:	402-471-1428
Email:	Matthew.Caddy@nebraska.gov

4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

[___] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

*REFER TO **EXHIBIT 1** FOR MODIFICATIONS AND/OR ADDITIONS*

5. Subcontractors: All vendors, dealers, and resellers authorized in the State of *Nebraska*, as shown on the dedicated Vendor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The vendor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and

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governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Vendor:
Signature: DocuSigned by: D5D6C0E236ED496...	Signature: Signed by: 75F6346A422D48E...
Name: Michelle Potts	Name: Brian Flynn
Title: Materiel Administrator	Title: Area Sales Manager
Date: 9/25/2024	Date: 9/19/2024

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Exhibit 1

I. State of Nebraska Terms and Conditions

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting Participating Addendum will be posted to a public website managed by DAS, which can be found at http://statecontracts.nebraska.gov.

A. GENERAL

The Participating Addendum shall incorporate the following documents:

1. Participating Addendum
2. Lead Entity Master Agreement/Contract and all associated documents
3. Amendments/Addendums.

These documents constitute the entirety of the Participating Addendum.

Any ambiguity or conflict in the Participating Addendum discovered after execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established by the State of Nebraska.

B. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

C. DISCOUNTS

Prices quoted shall be inclusive of ALL available trade discounts.

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D. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the Vendor, F.O.B. destination. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

The State will be given full proportionate benefit of any decreases for the term of the contract.

E. AMENDMENTS

This Participating Addendum may be amended in writing, within scope, upon the agreement of both parties.

F. SUBSEQUENT AMENDMENTS

The Vendor and the State of Nebraska agree that any amendments executed by the Vendor and the Lead State subsequent to the execution of this Participating Addendum ("Subsequent Amendments") are not agreed to by the State of Nebraska until the State of Nebraska agrees in writing. The Vendor shall not be required to sign or provide written consent for the State to execute or incorporate any Subsequent Amendments.

G. BEGINNING OF WORK & SUSPENSION OF SERVICES

The Vendor shall not commence any billable work until a valid contract or other applicable binding document has been fully executed by the State and the successful Vendor; or a purchase order has been issued by the State. The Vendor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

H. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or participating addendum specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such request or notice..

I. NOTICE OF POTENTIAL VENDOR BREACH

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed

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cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the Vendor's point of contact with acknowledgement from the Vendor, 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 default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies and protections.

K. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

1. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

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N. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

Q. FORCE MAJEURE

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

S. EARLY TERMINATION

The contract may be terminated as follows:

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1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.

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

3. The State may terminate the contract, in whole or in part, immediately for the following reasons:

   a. if directed to do so by statute,
   b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
   c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,
   d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,
   e. an involuntary proceeding has been commenced by any Party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
   f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
   g. Vendor intentionally discloses confidential information,
   h. Vendor has or announces it will discontinue support of the deliverable; and,
   i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

Upon contract closeout for any reason the Vendor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data, unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,

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7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

U. PROHIBITED PRODUCTS

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

V. AMERICANS WITH DISABILITIES ACT

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

II. VENDOR DUTIES

A. INDEPENDENT VENDOR / OBLIGATIONS

It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor's representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Vendor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed

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by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

Vendor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C. EMPLOYEE WORK ELIGIBILITY STATUS

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

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D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this participating addendum.

E. COOPERATION WITH OTHER VENDORS

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on same or different projects.

F. INSURANCE REQUIREMENTS

The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor must, throughout the term of the contract, either:

1. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Vendor has verified that each subcontractor has the required coverage; or,
2. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Vendor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within three (3) years of termination or expiration of the contract, the Vendor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and three (3) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Vendor elects to increase the mandatory deductible amount, the Vendor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

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The Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State.** The amounts of such insurance shall be the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Vendor, and the amounts of such insurance shall be the limits stated hereinafter.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
Each Occurrence & General Aggregate	$5,000,000
Products/Completed Operations Aggregate	$5,000,000
Personal/Advertising Injury	$5,000,000 per occurrence
Bodily Injury/Property Damage	$5,000,000 per occurrence
Medical Payments	$10,000 any one person
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Each Occurrence Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Each Accident Bodily Injury/Property Damage	$5,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included

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CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$5,000,000 per claim & annual aggregate

3. EVIDENCE OF COVERAGE

The Vendor shall furnish a certificate of insurance coverage, complying with the above requirements prior to beginning work, via email to the state's Primary Contact listed on this Participating Addendum.

These certificates shall reference the contract number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Vendor to maintain such insurance, then the Vendor shall be responsible for all reasonable costs properly attributable thereto.

Thirty (30) day notice of cancellation on the Commercial General Liability, Automobile Liability, and Workers' Compensation policies must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Vendor.

G. CONFLICT OF INTEREST

By signing, Vendor certifies that no relationship exists between the Vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this participating addendum.

Vendor further certifies that Vendor will not employ any individual known by Vendor to have a conflict of interest nor shall Vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, Vendor shall provide a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject.

H. SITE RULES AND REGULATIONS

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

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I. ADVERTISING

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State

J. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection II.J.3 (below) and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

K. DRUG POLICY

Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

L. ADMINISTRATIVE FEE/REBATE

The Vendor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to one-quarter of one percent (0.25% or 0.0025) the net sales (net of any returns, credits, or adjustments) under this Addendum for the period. Payments shall be made in accordance with following schedule:

Period End	**Fee Due**
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

M. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION

All administrative fees/rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services

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1526 K Street, Suite 240
Lincoln, NE 68508

N. REPORTS

The Vendor agrees to provide a utilization report, reflecting new sales to the State during the requested period, less any credits. The report will be provided in secure electronic Excel format and submitted electronically to the State as listed below.

The Vendor shall provide to the State of Nebraska, via email to the state's Primary Contact listed on this Participating Addendum, the reports containing at a minimum the following information pertaining to State of Nebraska agencies, boards, commissions, and political subdivisions utilization:

State of Nebraska Contract Number
Ordering Entity
Purchase order number,
Description,
Quantity; and
Price.

O. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this participating addendum. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. INVOICES

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.

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D. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Vendor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Nonnegotiable)

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (Nonnegotiable)

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Vendor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

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The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.