Meeting Agenda of City Council Regular Meeting
Council Chambers
100 E First Street
February 25, 2025 7:00 PM

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

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

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

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

6. **PRESENTATIONS AND PROCLAMATIONS**

   a. Recognition of Northwest Girls Bowling Team State Championship
   b. Quarterly Update from Police Department

7. **CONSENT AGENDA**

   a. Approving Minutes of the February 8, 2025 City Council Retreat
   b. Approving Minutes of the February 11, 2025 City Council Regular Meeting
   c. Approving Payment of Claims for the Period of February 12, 2025 through February 25, 2025 in the total amount of $5,530,746.68
   d. #2025-55 - Approving Motorola Solutions Contract Change Order #1
   e. #2025-56 - Approving Fire Department purchase of Exercise Equipment
   f. #2025-57 - Approving Proposal for Platte Generating Station Pulse Jet Fabric Filter Restoration

g. #2025-58 - Approving Bid Award for South Locust Street Paving Improvements-Wood River Diversion Bridge Repair; Project No. 2023-P-9A

h. #2025-59 - Approving Caterpillar D7 Low Ground Pressure Waste Handler Arrangement Dozer Comprehensive Maintenance- FY2025 for the Solid Waste Division of the Public Works Department

i. #2025-60 - Approving Bid Award for Road Gravel 2025

j. #2025-61 - Approving Designation of Single Source Provider for Yunex Traffic Signal Controllers & Related Products

k. #2025-62 - Approving Moser Subdivision

l. #2025-63 - Approving Grace Lutheran Second Subdivision

m. #2025-64 - Approving Baxter Farms Subdivision

n. #2025-65 - Approving proposal for the Grand Island Public Library Camera Replacement System

o. #2025-66 - Approving Payroll and Human Resources Software Solution

p. #2025-67 - Approving Ground Lease between the City of Grand Island and Hall County Livestock Improvement Authority (Fonner Park)

8. PUBLIC HEARINGS

a. Public Hearing Request from OGSL, LLC, dba Tacos Las Palmas, 645 South Locust Street Suite 4, for a Class "C" Liquor License

#2025-68 - Approving Request from OGSL, LLC, dba Tacos Las Palmas, 645 South Locust Street Suite 4, for a Class "C" Liquor License, Grand Island, Nebraska and Liquor Manager Designation for Lissandra Lopez Leyva, 2219 North Grand Island Avenue, Grand Island, Nebraska

9. RESOLUTIONS

a. #2025-69 - Approving the Sale of Lot 1 and Lot 2 of the RJ Olson Subdivision

10. ORDINANCES

a. #10,010 - Consideration of Approving Changes to Chapter 15 of City Code involving Co-Generation Standby Rates

b. #10,011 - Ordinance Approving the Sale of Lot 1 and Lot 2 of the RJ Olson Subdivision

11. OTHER ITEMS

a. Executive Session - Update on Active Litigation

Executive Session to Discuss Strategy for Negotiations regarding City Owned Real

Estate and Associated Terms

12. ADJOURNMENT

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 6.a.

Subject: Recognition of Northwest Girls Bowling Team State Championship

Staff Contact: Mayor Roger G. Steele

BACKGROUND: Mayor Steele and City Council will recognize Northwest Girls Bowling State Championship.

DISCUSSION: Team members: Cali Fenster, Faith Lahm, Desi Rivera, Calleigh Sundberg, Lizzy Walton and Hannah Weeks.
Head Coach: Nikki Bradley
Assistant Coach: Shalee Bradley

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: N/A

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 6.b.

Subject: Quarterly Update from Police Department

Staff Contact: Kevin Denney. Chief of Police

BACKGROUND: NA

DISCUSSION: City Administration is implementing quarterly departmental briefings for the City Council and Grand Island residents. Police Chief Kevin Denney will provide his department's initial quarterly briefing.

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: N/A

ATTACHMENTS:
1. Presentation

Grand Island Police Department

2024: Year in review

2025: Where we are going

2024 Year in Review



Police Week

Marcello induction

Thank you, Crime Stoppers

$30,000+



Police Week
Honor Guard





Police Week

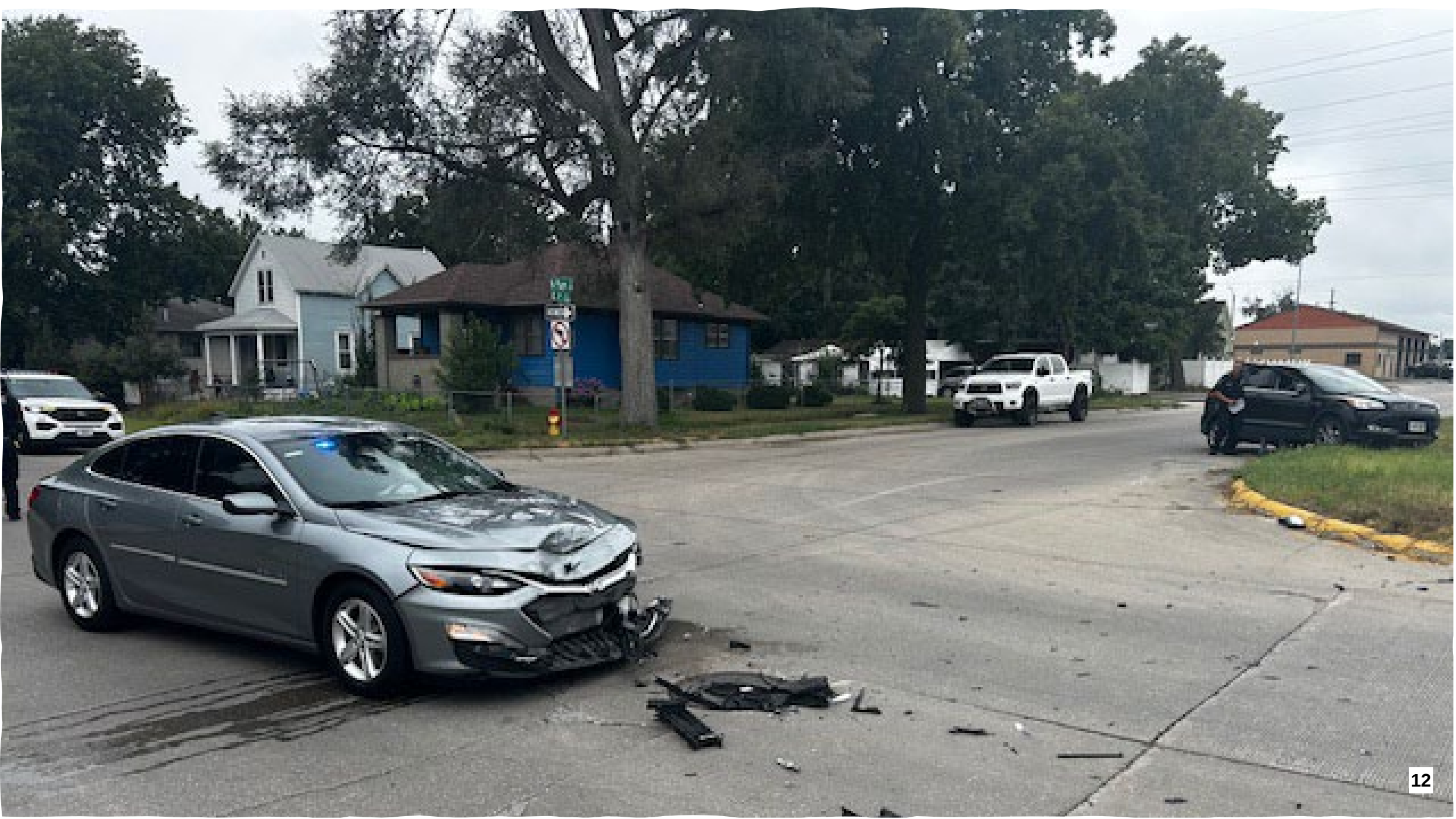
Bike Ride

“It’ll be fine.” (Denney, 2024)

Re-Branding



Patch
Vehicle graphics
Business Beat



Promotions

- Records Supervisors (2)
- Lieutenants (2)
- Sergeants (4)
- Property and Evidence Lead (1)
- Code Enforcement Lead (1)

Crime Rate Trends

- 2021 – 4,127
- 2022 – 4,690 ⬆ 13.6%
- 2023 – 4,209 ⬇ 10.6%
- 2024* – 3,604 ⬇ 14.4%

Staffing – Police Officers

January 2023 – Authorized 86 (actual approx. 66)

December 2024 – Authorized 89 (actual approx. 84)

May / August Academy 2025 – Authorized 91 (actual approx. 91)

(January 2027 Goal – Authorized 102)

New GIPD Staffing Philosophy

- Exceptional Leadership and culture
- Proper supervisory structure
- Flat organizational hierarchy
- Intentional community engagement
- Specialized units vs. adding to patrol
  - Less FTE's, more results

2025

This Fiscal Year

- Weapons replacement
- Training
- Vehicles
- Training Ammo
- Cello and Boone
- 2 Sworn FTE
- Capital projects

Team Wellness



- Cordico Wellness App.
- Peer Support Group
- Chaplaincy program
- $200,000, 2-year grant
- Therapy dog Boone
- Family Readiness Group (FRG)



Therapy dog - Boone

- 100 hours since August
  - Student engagement
  - Crisis events
  - Crimes against people

GIPD

Service above self

2025

How?

- Leadership and organizational culture
- Positive Community engagement
- Visible patrol
- Strategic policing initiatives

Crime Statistics

JANUARY

	2024	2025	% INC/DEC
OVERALL CRIME RATE	267	284	+5.99%
CALLS FOR SERVICE	2,926	3,262	+10.30%
TRAFFIC STOPS	618	1,032	+40.11%
ACCIDENTS	221	141	-36.19%

GIPD 2025 Service above self



End

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 7.a.

Subject: Approving Minutes of the February 8, 2025 City Council Retreat

Staff Contact: Jill Granere

BACKGROUND: N/A

DISCUSSION: N/A

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: Approve Minutes of the February 8, 2025 City Council Retreat

ATTACHMENTS:

1. Minutes

City Council Retreat Minutes
Utilities Conference Room
1306 W. 3rd Street
February 8, 2025
8:00 AM

1. CALL TO ORDER

Mayor Roger G. Steele called the meeting to order at 8:00 a.m. The following City Council Members were present: Maggie Mendoza, Chuck Haase, Jack Sheard, Mike Paulick, Mark Stelk, Doug Lanfear, Ryan O'Neill, and Doug Brown. Jason Conley and Mitchell Nickerson were absent.

The following City Officials were present: City Administrator Laura McAloon, City Clerk Jill Granere, Public Works Director Keith Kurz, Police Chief Kevin Denney, Fire Chief Cory Schmidt, Library Director Celine Swan, Parks & Recreation Director Todd McCoy, Human Resources Director Aaron Schmid, Emergency Management Director Jon Rosenlund and Utilities Director Ryan Schmitz.

2. RESERVE TIME TO SPEAK ON AGENDA ITEMS

3. ITEMS FOR DISCUSSION

3.a) Welcome & Overview

City Administrator Laura McAloon gave an overview of the morning topics.

3.b) Strategic Planning Overview

Dr. Steve Rathman provided an overview of strategic planning processes for the City of Grand Island. Mentioned were the following:

- Benefits of strategic planning processes
- Identifying strategic planning processes
- Phases of strategic planning development

City Council and Department Directors engaged in discussion regarding strategic planning.

3.c) 109th Legislative (2025-2026) Update & Discussion

State Senators Dan Quick and Loren Lippencott presented an update on legislation introduced in the 109th Legislature. Senator Quick specifically discussed Legislative Resolution 17, which he introduced during the 109th Legislature regarding the City's Camp Augustine property.

4. ADJOURNMENT

The meeting was adjourned at 11:39 a.m.

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 7.b.

Subject: Approving Minutes of the February 11, 2025 City Council Regular Meeting

Staff Contact: Jill Granere

BACKGROUND: N/A

DISCUSSION: N/A

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: Approve Minutes of the February 11, 2025 City Council Regular Meeting

ATTACHMENTS:

1. Minutes

City Council Meeting Minutes

Council Chambers
City Hall
100 East First Street
February 11, 2025
7:00 PM

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE
3. ROLL CALL

The following City Officials were present, City Clerk Jill Granere, City Administrator Laura McAloon, Assistant City Administrator/CFO Patrick Brown, Finance Director Matthew Gleason, City Attorney Kari Fisk and Public Works Director Keith Kurz.

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

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

6. **CONSENT AGENDA**

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

6.a) Approving Minutes of the January 28, 2025, City Council Regular Meeting
Cover Page
Minutes

6.b) Approving Payment of Claims for the Period of January 29, 2025 through February 11, 2025 in the total amount of $4,044,605.90.
Cover Page
Claims

6.c) #2025-40 - Approving Chad Olson (Olson Furniture Outlet LLC) Micro-TIF Application (Expedited Plan) for CRA Area 1- 716 & 718 St. Paul Road.
Cover Page
Map

Application
Resolution

6.d) #2025-41 - Approving Bid Award for Independence Avenue- Capital Avenue to Manchester Road; Project No. 2023-P-10

Cover Page
Contract
Resolution
Exhibit

With The Diamond Engineering Company of Grand Island, Nebraska in an amount of $3,380,034.15.

6.e) #2025-42 - Approving Temporary Construction Easement for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6 (Townsend, Rodriquez, Campbell, and The Elks Building Association of Grand Island, Nebraska).

Cover Page
Townsend Exhibit
Rodriquez Exhibit
Campbell Exhibit
Temp Easement Map
Resolution

6.f) #2025-43 - Approving Cost Share Agreement with JBS for Stuhr Road at Highway 30 Northbound Turn Lanes; Project No. 2023-P-12.

Cover Page
Cost Share Agreement
Resolution
Exhibit

The estimated cost accounted for JBS share would be $235,439.00, which would be paid in two (2) equal payments of $117,719.50 on September 1, 2025 and January 15, 2026, the estimated City share is $611,027.85.

6.g #2025-44 - Approving Bid Award for Stuhr Road at Highway 30 Northbound Turn Lanes; Project No. 2023-P-12.

Cover Page
Contract
Resolution
Exhibit

With The Diamond Engineering Company of Grand Island, Nebraska in an amount of $811,466.85.

6.h) #2025-45 - Approving Bid Award for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6.

Cover Page
Elsbury Construction, LLC Contract
Resolution
Exhibit

With Elsbury Construction, LLC of Grand Island, Nebraska in the amount of $9,044,222.01.

6.i) #2025-46 - Approving Temporary Construction Easements for Independence Avenue- Capital Avenue to Manchester Road; Project No. 2023-P-10 (Adams, Ahrens, Ames, Becker, Beran, Brezenski, Bryant, Cabrera, Chrisman, Collins, Davidson, Earnest, Gannon, Grand Island Family Church, Graham, Grudzinski, Harrington, Harvey, Hicken, Jones, Kent, Knopik, Langrehr, Mann, Micek, Milner, Naber, O'Brien, Paul, Rech, Reimers, Ross, Schleichardt, Schoening, Sunday, and White).

Cover Page
Adams Exhibit
Ahrens Exhibit
Ames Exhibit
Becker Exhibit
Beran Exhibit
Brezenski Exhibit
Bryant Exhibit
Cabrera Exhibit
Chrisman Exhibit
Collins Exhibit
Davidson Exhibit
Earnest Exhibit
Gannon Exhibit
Grand Island Family Church Exhibit
Graham Exhibit
Grudzinski Exhibit
Harrington Exhibit
Harvey Exhibit
Hicken Exhibit
Jones Exhibit
Kent Exhibit
Knopik Exhibit
Langrehr Exhibit
Mann Exhibit
Micek Exhibit
Milner Exhibit
Naber Exhibit
O'Brien Exhibit
Paul Exhibit
Rech Exhibit
Reimers Exhibit
Ross Exhibit
Schleichardt Exhibit

Schoening Exhibit
Sunday Exhibit
White Exhibit
Resolution

6.j) #2025-47 - Approving Memorandum of Understanding to Use Fonner Park Facilities for Electrical Emergency Response Purposes.

Cover Page
MOU
Resolution

6.k) #2025-48 - Approving RFP for New George Park Playground.

Cover Page
Contract
Resolution

With Creative Sites of Omaha, Nebraska in an amount of $150,000.00.

7. PUBLIC HEARINGS

7.a) Public Hearing Request from VenuWorks of Grand Island LLC, dba VenuWorks of Grand Island LLC, 700 East Stolley Park Rd, for a Class "I" Liquor License

#2025-49 - Approving Request from VenuWorks of Grand Island LLC, dba VenuWorks of Grand Island LLC, 700 East Stolley Park Rd, for a Class "I" Liquor License, Grand Island, Nebraska and Liquor Manager Designation for Kyler Tarwater, Grand Island, Nebraska.

Cover Page
Police Report
Map
Resolution

City Clerk Jill Granere reported an application for a Class “I” Liquor License had been received from VenuWorks of Grand Island LLC, dba VenuWorks of Grand Island LLC, 700 East Stolley Park Rd. Ms. Granere presented the following exhibits for record; application submitted to the Liquor Control Commission and received by the City on January 22, 2025; notice to the general public of date, time, and place of hearing was published on February 1, 2025; notice to the applicant of date, time and place of hearing was mailed on January 23, 2025. Also submitted was liquor manager designation for Kyler Tarwater, Grand Island, Nebraska. No public testimony was heard.

Motion by Chuck Haase, second by Doug Brown to approve #2025-49 - Approving Request from VenuWorks of Grand Island LLC, dba VenuWorks of Grand Island LLC, 700 East Stolley Park Rd, for a Class "I" Liquor License, Grand Island, Nebraska and Liquor Manager Designation for Kyler Tarwater, Grand Island, Nebraska. Roll Call: Ayes: Jack Sheard, Jason Conley, Doug

Brown, Ryan O'Neill, Chuck Haase, Maggie Mendoza, Mitchell Nickerson, Doug Lanfear. Absent: Mark Stelk and Mike Paulick. Motion adopted.

7.b) Public Hearing on Acquisition of Permanent Easements for Independence Avenue-Capital Avenue to Manchester Road; Project No. 2023-P-10 (Schoening, Schleichardt, Langrehr, Mann, Milner, Bryant, Ross and Grand Island Family Church, Inc.)

#2025-50 - Approving Acquisition of Permanent Easements for Independence Avenue-Capital Avenue to Manchester Road; Project No. 2023-P-10 (Schoening, Schleichardt, Langrehr, Mann, Milner, Bryant, Ross and Grand Island Family Church, Inc.).

Cover Page
Schoening Exhibit
Schleichardt Exhibit
Langrehr Exhibit
Mann Exhibit
Milner Exhibit
Bryant Exhibit
Ross Exhibit
Grand Island Family Church Exhibit
Resolution

Public Works Director Keith Kurz reported the project was for the Improvements of Independence Avenue from Capital Avenue to Manchester Road and paving gravel road sections of Macron Street and Jay Street. It was being proposed to replace the existing asphalt street with concrete. Permanent easements were needed to accommodate the reconstruction of Independence Avenue-Capital Avenue to Manchester Road, including Macron Street and Jay Street. All property acquisitions and negotiations were handled by a third party, Midwest ROW of Omaha, Nebraska, who worked with the affected property owners to sign the necessary documents to grant the property. Payment to the affected property owners totals $7,560.00, No public testimony was heard.

Motion by Doug Lanfear, second by Ryan O'Neill to approve #2025-50 - Approving Acquisition of Permanent Easements for Independence Avenue- Capital Avenue to Manchester Road; Project No. 2023-P-10 (Schoening, Schleichardt, Langrehr, Mann, Milner, Bryant, Ross and Grand Island Family Church, Inc.).
Roll Call: Ayes: Jack Sheard, Jason Conley, Doug Brown, Ryan O'Neill, Chuck Haase, Maggie Mendoza, Mitchell Nickerson, Doug Lanfear. Absent: Mark Stelk and Mike Paulick. Motion adopted.

8. RESOLUTIONS

8.a) #2025-51 - Approving the Good Life District Master Plan as Presented by Confluence

Cover Page
Map
Resolution

Motion by Jack Sheard, second by Maggie Mendoza to suspend ordinary procedures to allow for council questions on #2025-51 - Approving the Good Life District Master Plan as Presented by Confluence. Roll Call: Ayes Jack Sheard, Jason Conley, Doug Brown, Ryan O'Neill, Chuck Haase, Maggie Mendoza, Mitchell Nickerson, Doug Lanfear. Absent: Mark Stelk and Mike Paulick. Motion adopted.

The presentation by Caitlin Bolte with Confluence was prerecorded for the Good Life District Master Plan due to the weather forecast and was presented to the council.

Council held discussion regarding the Master Plan.

Gerald Poels spoke about his concerns regarding the Good Life District Plan.

Motion by Chuck Haase, second by Doug Brown to approve #2025-51 - Approving the Good Life District Master Plan as Presented by Confluence. Roll Call: Ayes Jack Sheard, Jason Conley, Doug Brown, Ryan O'Neill, Chuck Haase, Maggie Mendoza, Mitchell Nickerson, Doug Lanfear. Absent: Mark Stelk and Mike Paulick. Motion adopted.

8.b) 2025-52 - Approving Economic Development Program (LB 840) Grant for video production to Brookshire Company

Cover Page
Brookshire LB840 Application
Agreement
Resolution

GIAEDC Executive Director Mary Berlie presented a grant application from The Brookshire Company for a $40,000 grant from the City's Economic Development Program for the production of an episode of a series named "My Town" featuring the attractions of the Grand Island area and businesses.

Motion by Doug Lanfear, second by Jack Sheard to approve # 2025-52 - Approving Economic Development Program (LB 840) Grant for video production to Brookshire Company. Roll Call: Ayes: Jack Sheard, Jason Conley, Doug Brown, Ryan O'Neill, Chuck Haase, Maggie Mendoza, Mitchell Nickerson, Doug Lanfear. Absent: Mark Stelk and Mike Paulick. Motion adopted.

8.c) 2025-53 - Approving an Economic Development Program (LB 840) grant in the amount of $500,000 to YWCA of Grand Island for the development of an expanded Child Development Center located at 315 Wyandotte

Cover Page
YWCA Application
Resolution

GIAEDC Executive Director Mary Berlie presented the YWCA Grand Island (YWCA) had purchased the former Starr Elementary School, located at 315 Wyandotte at a purchase price of $500,000. The YWCA would relocate their existing offices and programs to the new location, doubling the number of early childhood education classrooms and increasing the capacity of their existing Child Development Center from 130 children to 275-300 children. YWCA would also increase its staffing from 32 employees to 52 employees in order to provide expanded services to the City. The total estimated project cost for the purchase, renovation and relocation of YWCA's facilities was $6.5 million, inclusive of the building purchase price of $500,000. Grant funds could be directly allocated to reimburse YWCA for the purchase price or could be allocated towards the future renovation construction costs that were projected at $5.5 million. Additional budgeted renovation and relocation expenses include furnishings at $250,000 and playground construction/installation costs of $250,000.

Amy Bennett with YWCA spoke in favor.

Motion by Jack Sheard, second by Maggie Mendoza to approve # 2025-53 - Approving an Economic Development Program (LB 840) grant in the amount of $500,000 to YWCA of Grand Island for the development of an expanded Child Development Center located at 315 Wyandotte. Roll Call: Ayes: Jack Sheard, Jason Conley, Doug Brown, Ryan O'Neill, Chuck Haase, Maggie Mendoza, Mitchell Nickerson, Doug Lanfear. Absent: Mark Stelk and Mike Paulick. Motion adopted.

8.d) 2025-54 - Approving First Amendment to Economic Development Agreement (LB840) with Zabuni Specialty Coffee

Cover Page
EDC Agreement Amended
Resolution

GIAEDC Executive Director Mary Berlie reported in 2019 Zabuni Specialty Coffee entered into an economic development agreement for LB840 funds. Though the initial terms of their agreement were completed successfully, later year bench marks were unsuccessful due to the impacts of the COVID-19 pandemic. The amendment would reduce the term of the original agreement by eliminating the availability of incentives and benchmarks for the later years of this agreement and the contract will be closed as fully performed.

Motion by Ryan O'Neill, second by Chuck Haaseto approve # 2025-54 - Approving First Amendment to Economic Development Agreement (LB840) with Zabuni Specialty Coffee. Roll Call: Ayes: Jack Sheard, Jason Conley, Doug Brown, Ryan O'Neill, Chuck Haase, Maggie Mendoza, Mitchell Nickerson, Doug Lanfear. Absent: Mark Stelk and Mike Paulick. Motion adopted.

9. OTHER ITEMS

9.a) Executive Session to Discuss Strategy for Negotiations regarding City Owned Real Estate and Associated Terms

Cover Page

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

Adjourned to executive session at 8:24 p.m.

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

Returned to regular session at 9:35 p.m.

10. ADJOURMENT

The meeting was adjourned at 9:36 p.m.

City Clerk
Jill Granere

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 7.c.

Subject: Approving Payment of Claims for the Period of February 12, 2025 through February 25, 2025 in the total amount of $5,530,746.68

Staff Contact: Jill Granere

BACKGROUND: N/A

DISCUSSION: N/A

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: Move to approve Payment of Claims for the Period of February 12, 2025 through February 25, 2025 in the total amount of $5,530,746.68

ATTACHMENTS:
1. Claims

Vendor_Name	Description	Amount
AARON K. ROSS	2023-P-10	300.00
ABANTE LLC	WINTER RALLY VOLLEYBALL AWARDS	921.00
ABANTE LLC	WINTER SOCCER T-SHIRT AWARDS	430.58
ABANTE LLC	WINTER V-BAL T-SHIRT AWARDS	610.08
ABANTE LLC	WINTER V-BALL T-SHIRT AWARDS	98.71
ADVANCED TURBINE SUPPORT LLC	BORESCOPE INSP. GT'S	24,286.66
AIRESPRING INC	PHONE SVC	556.28
AIRGAS INC	CYLINDER RENTAL	1,341.71
AIRGAS INC	ZERO AMBIENT AIR	137.77
ANDERSON FORD	KEY PROGRAM	72.15
ANDERSON FORD	GASKET, SCREEN	110.53
ANDERSON FORD	O RINGS	19.20
ANDERSON FORD	ROTORS, PADS	634.83
ANDERSON FORD	SENSOR	125.32
ASSOCIATED STAFFING INC	MAIL RUN CLERK	273.18
ASSOCIATED STAFFING INC	MAIL RUN CLERK	273.18
AURORA COOPERATIVE ELEVATOR COMPANY	SHOP PROPANE	1,215.98
AUTOMATIONDIRECT.COM INC	RELAY	51.06
BANK OF AMERICA	LEAGUE OF NE MUN-CONFERENCE	475.00
BANK OF AMERICA	AMAZON RETA -OFFICE SUPPLIES	161.45
BANK OF AMERICA	LEAGUE OF NE MUN - CONFERENCE	475.00
BANK OF AMERICA	LEAGUE OF NE MUN-CONFERENCE	475.00
BANK OF AMERICA	"COLUMN PUB-ORDIANANCE 10,005"	4.80
BANK OF AMERICA	AMERICAN LEGAL CITY CODE	5.00
BANK OF AMERICA	COLUMN LEGAL ADS	5.60
BANK OF AMERICA	COLUMN LEGAL ADS	6.40
BANK OF AMERICA	COLUMN LEGAL ADS	7.60
BANK OF AMERICA	COLUMN LEGAL ADS	8.00
BANK OF AMERICA	COLUMN LEGAL ADS	8.40
BANK OF AMERICA	COLUMN LEGAL ADS	24.50
BANK OF AMERICA	COLUMN LEGAL ADS	68.00
BANK OF AMERICA	COLUMN LEGAL ADS	159.20
BANK OF AMERICA	COLUMN PUB-PRAIRIE COMMONS	7.60
BANK OF AMERICA	COLUMN PUB-STUDY SESSION	7.20
BANK OF AMERICA	COLUMN PUB-UTILITY EASEMENT	10.00
BANK OF AMERICA	COLUMN PUBLIC -MINUTES	52.40
BANK OF AMERICA	COLUMN PUBLIC-3RD ST TACOS	8.80
BANK OF AMERICA	COLUMN PUBLIC-CLAIMS	156.40
BANK OF AMERICA	COLUMN PUBLIC-LIQUOR	9.60
BANK OF AMERICA	COLUMN PUBLIC-LIQUOR RENEWALS	78.40
BANK OF AMERICA	COLUMN PUBLIC-VENUWORKS LLC	9.20
BANK OF AMERICA	COLUMN-COMPREHENSIVE PLAN	10.00
BANK OF AMERICA	COLUMN-LIQUOR LIC-T LAS PALMAS	8.80
BANK OF AMERICA	COLUMN-ORDINANCE PUBLICATION	11.90
BANK OF AMERICA	COLUMN-PRAIRIE COMM HOSITALITY	6.80
BANK OF AMERICA	COLUMN-REDEVELOPMENT NOTICE	25.20
BANK OF AMERICA	COLUMN-WEAVER ST-INNATE 8	8.00
BANK OF AMERICA	AMAZON SUPPLIES	18.98
BANK OF AMERICA	CDWG-Scanner	284.17
BANK OF AMERICA	GOLDFYNCH.COM - Purchase	68.40
BANK OF AMERICA	ACE HDWE - SUPPLIES	0.79
BANK OF AMERICA	COPYCAT-PLACQUES	11.79
BANK OF AMERICA	IN LOGUE PLUMB-CHECK DRAINS	258.00
BANK OF AMERICA	THE HOME DEPOT PRO - SUPPLIES	370.91
BANK OF AMERICA	HR NEBRASKA - State Conference	475.00
BANK OF AMERICA	Dell-Monitors	321.42
BANK OF AMERICA	Dell-Speaker Bar	32.62
BANK OF AMERICA	IAPMO - PLUMB MECH TESTING	1,750.00
BANK OF AMERICA	COLUMN GI INDEP - MECH NOTICE	8.00
BANK OF AMERICA	COLUMN GI INDEP - PLUMB NOTICE	7.20
BANK OF AMERICA	AMAZON - CONF ROOM TV	299.00
BANK OF AMERICA	AMAZON - TV BRACKET	39.99
BANK OF AMERICA	"CLEARFLY-PHONE ST 3, 4"	87.98
BANK OF AMERICA	UPS STORE-S&H 1.30.25	83.42
BANK OF AMERICA	NE NOTARY-RENEWAL	161.00
BANK OF AMERICA	AMAZON-BOOKS	59.85
BANK OF AMERICA	FIREENGBOOK-BOOK	65.58
BANK OF AMERICA	"ANNISTON-AIRBNB,TRN WATTS"	1,111.53
BANK OF AMERICA	"HAMPTON INN-TRN TONY,JOE"	123.20
BANK OF AMERICA	AHA-BLS DIG VIDEO	68.00
BANK OF AMERICA	AHA-BLS INST	154.40
BANK OF AMERICA	HAMPTON INN-TRN RET TAX	(13.20)
BANK OF AMERICA	TARGET SOL-FD TRAIN YRLY	8,738.36
BANK OF AMERICA	CUSTOMCARVED-F.HOTZ RET	313.00
BANK OF AMERICA	"AMAZON-INK,HOTZ"	132.04
BANK OF AMERICA	AMAZON-ENVELOPES	28.35

BANK OF AMERICA	AMAZON-HAND SOAP	360.00
BANK OF AMERICA	"AMAZON-SCREWS,DRIVE NUTS"	27.47
BANK OF AMERICA	"C&C-WOOD TABLE,ST3"	914.69
BANK OF AMERICA	ACE-BATTERY	26.36
BANK OF AMERICA	AMAZON-EPOXY	187.99
BANK OF AMERICA	AMAZON-IRON LEGS	156.00
BANK OF AMERICA	Amazon-Laptop Bag	35.44
BANK OF AMERICA	Dell-Dock	260.62
BANK OF AMERICA	Dell-Laptop	2,357.09
BANK OF AMERICA	Dell-Monitors	321.42
BANK OF AMERICA	DINGES-ICE AWLS	138.96
BANK OF AMERICA	HOME DEPOT - BLIND OFFICE	285.97
BANK OF AMERICA	INT TRANS-TRANS FEE	1.24
BANK OF AMERICA	MENARDS-MOUSE ST 1	9.98
BANK OF AMERICA	MIDWEST REST-REPAIR COF MKR	284.45
BANK OF AMERICA	MYWOOD-TABLE FINISH	154.95
BANK OF AMERICA	PVC-REPAIR HEADSET	303.13
BANK OF AMERICA	CCC-MEDIC CLASS	2,432.00
BANK OF AMERICA	BOUNDTREE AMB SUP	2,053.85
BANK OF AMERICA	BOUNDTREE-AMB SUP	86.41
BANK OF AMERICA	BOUNDTREE-AMB SUP	88.56
BANK OF AMERICA	BOUNDTREE-AMB SUP	107.94
BANK OF AMERICA	BOUNDTREE-AMB SUP	226.18
BANK OF AMERICA	ISLAND SUPPLY-AMB SUP	571.15
BANK OF AMERICA	STRYKER-AMB SUP	336.96
BANK OF AMERICA	STRYKER-LUCAS STRAP	222.76
BANK OF AMERICA	USAVES-AMB SUP	451.46
BANK OF AMERICA	HYDRO TECH-FIRE EXT INSPECTION	35.00
BANK OF AMERICA	PVC-RADIO MAINTENANCE	207.20
BANK OF AMERICA	ANDERSON CDJR-KEY FOB PROGRAM	204.87
BANK OF AMERICA	MR.G'S -CAR WASHES	8.00
BANK OF AMERICA	ISLAND TOWING-TOW CHARGES	975.00
BANK OF AMERICA	ISLAND TOWING-TOW CHARGES	1,075.00
BANK OF AMERICA	KRAMERS-TOW CHARGES	1,230.00
BANK OF AMERICA	LEVANDERS - TOW CHARGES	1,100.00
BANK OF AMERICA	LONE TREE TOW-TOW CHARGES	1,525.00
BANK OF AMERICA	TOWN & COUNTRY-TOW CHARGES	1,000.00
BANK OF AMERICA	AT&T-CELL PHONE BILL	2,311.93
BANK OF AMERICA	FBINAA-MEMBERSHIP DUES	130.00
BANK OF AMERICA	BLUE TO GOLD-TRAINING	225.00
BANK OF AMERICA	FBI LEEDA- IA TRAINING	795.00
BANK OF AMERICA	FBI LEEDA- IA TRAINING	795.00
BANK OF AMERICA	FBI LEEDA- IA TRAINING	795.00
BANK OF AMERICA	NE IAI-CONFERENCE FEE	75.00
BANK OF AMERICA	NE IAI-CONFERENCE FEE	75.00
BANK OF AMERICA	EVIDENCE COLLEC CAN & BAGS LEC	503.13
BANK OF AMERICA	TLO-INVESTIGATIONS LOOKUP TOOL	120.80
BANK OF AMERICA	USPS-EVIDENCE FREIGHT	22.53
BANK OF AMERICA	USPS-EVIDENCE FREIGHT	47.82
BANK OF AMERICA	USPS-EVIDENCE FREIGHT	107.72
BANK OF AMERICA	Amazon-Battery	40.53
BANK OF AMERICA	AMAZON-RADIO EARPIECES	199.80
BANK OF AMERICA	AMZN-OFFSETS TXN00127711	(40.53)
BANK OF AMERICA	AXON-TASER CARTRIDGES	2,165.00
BANK OF AMERICA	Dell-Docks	333.48
BANK OF AMERICA	Dell-Laptop Battery	83.24
BANK OF AMERICA	Dell-Monitors	536.48
BANK OF AMERICA	Dell-PD Hard Drive Cases	29.98
BANK OF AMERICA	Dell-PD Hard Drives	224.98
BANK OF AMERICA	Dell-Speakers	65.24
BANK OF AMERICA	GALLS-UNIFORM JACKET	131.74
BANK OF AMERICA	GALLS-UNIFORM PANTS	230.43
BANK OF AMERICA	LA POLICE GEAR-TRT UNIFORMS	759.84
BANK OF AMERICA	LA POLICE GEAR-TRT UNIFORMS	1,353.81
BANK OF AMERICA	LA POLICE GEAR-TRT UNIFORMS	4,219.59
BANK OF AMERICA	SEW GOOD-UNIFORM ALTERATION	16.00
BANK OF AMERICA	T SHIRT ENG-EMBROIDERY UNIFORM	12.50
BANK OF AMERICA	HERMAN-LEAKING TOILET & URINAL	155.56
BANK OF AMERICA	EVIDENCE COLLEC CAN & BAGS LEC	287.47
BANK OF AMERICA	"ACE HDWE-DISH SOAP,CLEANER LE	31.75
BANK OF AMERICA	HOME DEPOT-CUSTODIAL SUPPLIES	1,773.78
BANK OF AMERICA	CLEARFLY-BUILDING PHONE SYSTEM	157.75
BANK OF AMERICA	IP REGIONAL CONNECTIVITY NTWRK	133.79
BANK OF AMERICA	ICMA ONLINE - 2025 DUES	200.00
BANK OF AMERICA	DRONE FLIGHT TRAINING-JON R	275.00
BANK OF AMERICA	NAEM CONF 2025 JON ROSENLUND	135.00
BANK OF AMERICA	DRONE FLIGHT TRNING CERT MEMB	275.00

BANK OF AMERICA	DRONE FLIGHT TRNING CERT MEMB	275.00
BANK OF AMERICA	DRONE FLIGHT TRNING CERT MEMB	275.00
BANK OF AMERICA	SAYLER SCR-DEPT UNIFORMS	2,972.89
BANK OF AMERICA	ALARM SOFTW MAINT SUPPORT 2025	2,605.86
BANK OF AMERICA	Spectrum -BUILDING CABLE	279.48
BANK OF AMERICA	CULLIGAN-SALT FOR WTR SOFTENER	19.88
BANK OF AMERICA	CENTURYLINK-ALARM MNTRNG LINE	252.86
BANK OF AMERICA	USPS PO 3037350802 - Purchase	6.06
BANK OF AMERICA	COLUMN-Planning Commission	23.10
BANK OF AMERICA	AMAZON - CONF ROOM TV	298.99
BANK OF AMERICA	FARONICS-Software Maint. 5yr.	2,154.60
BANK OF AMERICA	ACE - Liquid Nails	19.77
BANK OF AMERICA	AMAZON - Light Bulbs	30.27
BANK OF AMERICA	INGR-Credit for Defective Book	(21.54)
BANK OF AMERICA	INGRAM - Books	31.72
BANK OF AMERICA	INGRAM - Books	38.23
BANK OF AMERICA	INGRAM - Books	46.80
BANK OF AMERICA	INGRAM - Books	71.50
BANK OF AMERICA	INGRAM - Books	152.37
BANK OF AMERICA	INGRAM - Books	186.40
BANK OF AMERICA	INGRAM - Books	202.89
BANK OF AMERICA	INGRAM - Books	364.42
BANK OF AMERICA	INGRAM - Books	501.41
BANK OF AMERICA	OWH - NewspaperSubscription	299.00
BANK OF AMERICA	ALA - Membership Dues - Klee	125.00
BANK OF AMERICA	OVERDRIVE - Deposit on Acct.	2,500.00
BANK OF AMERICA	Toner for Children's Printer	108.89
BANK OF AMERICA	ADVANCE AUTO-oil filters/plugs	28.55
BANK OF AMERICA	HARBOR FREIGHT - Credit	(4.50)
BANK OF AMERICA	HARBOR FREIGHT-hand winches	64.48
BANK OF AMERICA	MENARDS - L & R trailer lights	44.98
BANK OF AMERICA	MENARDS - trailer tail light	22.49
BANK OF AMERICA	MIDWEST TURF-tire rod/0-rings	1,085.60
BANK OF AMERICA	VERMEER-chipper parts/rollers	4,981.84
BANK OF AMERICA	AUTOZONE-window washer fluid	51.32
BANK OF AMERICA	A &D WEL-repair soccer goal	189.53
BANK OF AMERICA	ISLAND INDOOR-ignition module	361.00
BANK OF AMERICA	COLUMN - Tree Board Ad	6.80
BANK OF AMERICA	NE ARBORIST-annual dues Justin	75.00
BANK OF AMERICA	KENSINGER - gasoline	348.00
BANK OF AMERICA	ACE HDWE - adhesive numbers	4.97
BANK OF AMERICA	ACE HDWE - band blade	10.00
BANK OF AMERICA	ACE HDWE - bar oil/connectors	70.98
BANK OF AMERICA	AMAZON - square plugs	16.98
BANK OF AMERICA	AMZN - chain saw chains	60.84
BANK OF AMERICA	BSN SPORTS-end cap replacement	74.97
BANK OF AMERICA	JOHNNYS LOCK-padlocks 0659	164.64
BANK OF AMERICA	MENARDS - ball field rakes	269.94
BANK OF AMERICA	MENARDS - storage tote	12.92
BANK OF AMERICA	AKRS Equip - service JD mower	338.45
BANK OF AMERICA	PRO POWER-mower blades	357.20
BANK OF AMERICA	Del-Ray Manu-repair alternator	50.65
BANK OF AMERICA	MR.G'S - car wash punch card	120.00
BANK OF AMERICA	NAPA AUTO - metric tap	16.49
BANK OF AMERICA	BTS - Feb service	83.70
BANK OF AMERICA	AMZN - gas cans	113.00
BANK OF AMERICA	HARBOR FREIGHT-battery tester	49.97
BANK OF AMERICA	HARBOR FRT - wire pliers/wrap	93.95
BANK OF AMERICA	MENARDS - spray paint/rags	41.97
BANK OF AMERICA	MENARDS-drain opnr/steel brush	66.91
BANK OF AMERICA	SAMS CLUB - water	32.10
BANK OF AMERICA	HOME DEPOT - drywall mud	71.26
BANK OF AMERICA	HOME DEPOT - light bulbs	67.40
BANK OF AMERICA	JIMS GRYOS-Christmas lunch	31.34
BANK OF AMERICA	INGRAM - Books	16.38
BANK OF AMERICA	INGRAM - Books	18.72
BANK OF AMERICA	INGRAM - Books	34.15
BANK OF AMERICA	INGRAM - Books	43.02
BANK OF AMERICA	INGRAM - Books	148.04
BANK OF AMERICA	INGRAM - Books	227.32
BANK OF AMERICA	INGRAM - Books	664.00
BANK OF AMERICA	GI INDEP 2023-P-10 PE PH	10.00
BANK OF AMERICA	GI INDEPENDENT- ATB 2023-P-9A	76.80
BANK OF AMERICA	GI INDEP-ATB ROAD GRAVEL Rebid	41.20
BANK OF AMERICA	BRIMAR INDUSTRIES - SIGNS	659.83
BANK OF AMERICA	CUSTOM PRODUCTS-CLAMP	205.56
BANK OF AMERICA	LANG-911 TRANSLATION SERVICE	485.67

BANK OF AMERICA	CENTURYLINK-EMERGENCY LINES	40.38
BANK OF AMERICA	CENTURYLINK-EMERGENCY LINES	42.50
BANK OF AMERICA	CENTURYLINK-EMERGENCY LINES	161.49
BANK OF AMERICA	USCELL-911 CELL PHONE	48.71
BANK OF AMERICA	911 RECORDER UPS BATTERY REPL.	85.00
BANK OF AMERICA	DISPATCHER EMD RECERTIFICATION	165.00
BANK OF AMERICA	GI INDEP- FY25 UPWP AMD NO.1	19.60
BANK OF AMERICA	GI INDEP-2025-2-10 TAC MTG	9.20
BANK OF AMERICA	Facbook-Workshop for 2050 LRTP	2.00
BANK OF AMERICA	Facbook-Workshop for 2050 LRTP	2.00
BANK OF AMERICA	Facbook-Workshop for 2050 LRTP	2.00
BANK OF AMERICA	VERIZON- TRANSIT TABLETS	872.14
BANK OF AMERICA	LINK USB BLUETOOTH ADAPTER	38.68
BANK OF AMERICA	AMAZON-DTF ICE MAKER	159.99
BANK OF AMERICA	HOME DEPOT-BLOWER & COMPRESSOR	321.96
BANK OF AMERICA	THE PLAZA HOTEL-TRAVEL	40.44
BANK OF AMERICA	PARK HOTEL-OFFSETS TXN00128623	(32.00)
BANK OF AMERICA	PHOENIX PARK HOTEL - TRAVEL	32.00
BANK OF AMERICA	MDM PEST-PEST CONTROL	198.00
BANK OF AMERICA	ACE HDWE - Keys	21.54
BANK OF AMERICA	HANSEN-RUBBER AIR HOSE	47.64
BANK OF AMERICA	HOME DEPOT - Jersey Gloves	90.72
BANK OF AMERICA	INLAND TRUCK-Lug Nuts & Bolts	353.20
BANK OF AMERICA	KRAMERS-TIRES AND APPLIANCES	1,947.10
BANK OF AMERICA	PVC-T/S RADIO	95.00
BANK OF AMERICA	VESTIS-JANITORIAL SUPPLIES	127.98
BANK OF AMERICA	CLEARFLY - Phone Bill	113.32
BANK OF AMERICA	"SAMSCLUB - Copy paper, Tissue	53.96
BANK OF AMERICA	VESTIS-JANITORIAL SUPPLIES	42.66
BANK OF AMERICA	ORKIN-pest control	74.00
BANK OF AMERICA	"BOMGAARS-seafoam, batteries"	32.92
BANK OF AMERICA	GI INDEP- ATB CAT D7 MAINT	67.20
BANK OF AMERICA	KRAMERS-TIRES AND APPLIANCES	417.60
BANK OF AMERICA	SAMSCLUB - AA & AAA Batteries	49.96
BANK OF AMERICA	SIOUX STEEL-litter vac repair	418.76
BANK OF AMERICA	CULLIGAN-bottled water	69.00
BANK OF AMERICA	"SAMSCLUB - Copy paper, Tissue	83.03
BANK OF AMERICA	HOME DEPOT PRO-gloves	10.08
BANK OF AMERICA	STATE STEEL-wind fence tubing	747.40
BANK OF AMERICA	"MENARDS,elec parts/ELE-C10653	576.25
BANK OF AMERICA	"SUNBELT REN, saw/ELE-C10658"	156.22
BANK OF AMERICA	ACCU-security cameras/SUB-C261	9,078.38
BANK OF AMERICA	BAAS-steel channels/ELE-C10611	397.00
BANK OF AMERICA	CULLI-softener salt/ELE-C10653	505.74
BANK OF AMERICA	PRECISION HOSE INC - hose	(31.20)
BANK OF AMERICA	TAPEANDMEDIA-backup tapes	(176.59)
BANK OF AMERICA	WWWUSCONVERTERSCOM - adapters	(11.32)
BANK OF AMERICA	PRECISION HOSE INC - hose	(11.35)
BANK OF AMERICA	TAPEANDMEDIA-backup tapes	(64.22)
BANK OF AMERICA	WWWUSCONVERTERSCOM - adapters	(4.12)
BANK OF AMERICA	ELECTRO SWIT-switches/SUB-C262	2,373.60
BANK OF AMERICA	ALLO COMM-phone svc	413.80
BANK OF AMERICA	AUTOBKS TIRZAH A-cleaning	1,419.00
BANK OF AMERICA	CULLIGAN - water deliveries	73.00
BANK OF AMERICA	MID NE DISPOSAL - trash svc	80.00
BANK OF AMERICA	EB ALL-MAJORS-Career Fair	50.00
BANK OF AMERICA	Amazon - Ring Terminals	96.50
BANK OF AMERICA	"AMAZON MKTPL, office supplies	88.98
BANK OF AMERICA	DUTTON-LAINSON-fiber parts	3,831.41
BANK OF AMERICA	HOME DEPOT PRO - trash liners	58.20
BANK OF AMERICA	SAMSCLUB-Bathroom Tissue	98.94
BANK OF AMERICA	Samsung Electronics-laptop	1,590.99
BANK OF AMERICA	TAPEANDMEDIA-backup tapes	3,451.62
BANK OF AMERICA	WWWUSCONVERTERSCOM - adapters	221.26
BANK OF AMERICA	"BORDER STA, conduit connector	1.59
BANK OF AMERICA	"CRESCENT ELE,pipe hangers"	21.21
BANK OF AMERICA	"HOME DEPOT,misc. bldg.supplie	514.58
BANK OF AMERICA	"MENARDS, conduit connectors"	54.91
BANK OF AMERICA	"THE HOME DEPOT, pry bar"	26.85
BANK OF AMERICA	"THE HOME DEPOT, whse. storage	141.75
BANK OF AMERICA	ACCU-TECH CORPORATION - cable	1,053.50
BANK OF AMERICA	ISLAND SUPPLY - nitrogen	104.32
BANK OF AMERICA	MCMASTER-CARR - DIN rail	80.25
BANK OF AMERICA	MCMASTER-CARR - fuses	1,923.40
BANK OF AMERICA	MCMASTER-CARR - fuses	2,158.00
BANK OF AMERICA	PRECISION HOSE INC - hose	609.84
BANK OF AMERICA	Amzn-Remote Control Batteries	952.72

BANK OF AMERICA	LINEMENS SUP-Hot Stick Wipes	316.38
BANK OF AMERICA	PLAY IT AGAIN SPO-stop watches	35.45
BANK OF AMERICA	TALLMAN EQUIPMENT - FR GLOVES	66.28
BANK OF AMERICA	"AURORAC,kerosene/ELE PWO 158"	82.69
BANK OF AMERICA	"HOM,knife sharpener/ELE PWO15	10.72
BANK OF AMERICA	"HOTSY EQUIP,soap/ELE PWO 158"	830.92
BANK OF AMERICA	"MENAR,storage bags/ELE PWO 15	59.09
BANK OF AMERICA	"MNRDS,misc.supplies/ELEPWO 15	131.08
BANK OF AMERICA	"SAM,air fresheners/ELE PWO 15	58.02
BANK OF AMERICA	"SS,air fresheners/ELE PWO 158	15.44
BANK OF AMERICA	"VERMEER,antifreeze/ELE PWO 15	654.41
BANK OF AMERICA	cleaning supplies/ELE PWO 158	77.34
BANK OF AMERICA	FIBER INSTR-Cleaning Wipes	195.00
BANK OF AMERICA	FIBER INSTRUMENT - Shipping	31.97
BANK OF AMERICA	NAPA -charger/ELE PWO 158	27.08
BANK OF AMERICA	Omni Garage - Chest Truck Box	459.01
BANK OF AMERICA	RANEY'S LLC - Clamps	107.27
BANK OF AMERICA	sweeper & wheels/ELE PWO 158	64.52
BANK OF AMERICA	"MENARDS, degreaser & gloves"	20.71
BANK OF AMERICA	ACE HDWE - broom & dust pan	27.93
BANK OF AMERICA	GIH - Replacement Wheels	264.22
BANK OF AMERICA	ULINE - Sweeping Compound	475.56
BANK OF AMERICA	CC JANITORIAL SERVICE-cleaning	1,139.50
BANK OF AMERICA	JOHNNY`S LOCK & KEY-keys	25.53
BANK OF AMERICA	AMAZON-case	40.82
BANK OF AMERICA	AMAZON-file organizers	80.55
BANK OF AMERICA	CENTRAL NE IAPMO-membership	100.00
BANK OF AMERICA	HPC TECHNICAL SERVICES-class	6,590.00
BANK OF AMERICA	KERMITS-car wash	6.00
BANK OF AMERICA	KERMITS-car wash	6.00
BANK OF AMERICA	KERMITS-car wash	6.00
BANK OF AMERICA	KERMITS-car wash	6.00
BANK OF AMERICA	MCMASTER-CARR-cabinet	1,193.33
BANK OF AMERICA	PUMP & PANTRY-Car wash	9.00
BANK OF AMERICA	PUMP & PANTRY-diesel fuel	64.84
BANK OF AMERICA	ZORO-Credit cleaning wipes	(339.34)
BANK OF AMERICA	AMAZON-dispenser	31.27
BANK OF AMERICA	AMAZON-dispensers	123.08
BANK OF AMERICA	AMAZON-keychain	38.68
BANK OF AMERICA	CC JANITORIAL SERVICE-cleaning	1,585.63
BANK OF AMERICA	MCMASTER-CARR-coupling/clamp	155.94
BANK OF AMERICA	OSI BATTERIES-batteries	198.43
BANK OF AMERICA	BEST BUY-i-pad	981.72
BANK OF AMERICA	MCMASTER-CARR-gloves/hose	786.81
BANK OF AMERICA	MCMASTER-CARR-Gasket/batteries	143.46
BANK OF AMERICA	MCMASTER-CARR-valves	777.63
BANK OF AMERICA	MROSUPPLY-ball valve	480.59
BANK OF AMERICA	MSC-safety valves	227.20
BANK OF AMERICA	MCMASTER-CARR-pallet truck	1,158.68
BANK OF AMERICA	MCMASTER-CARR-socket	66.66
BANK OF AMERICA	KWIK SHOP-GAS	29.70
BANK OF AMERICA	KELLY SUPPLY-check valve	31.44
BANK OF AMERICA	MCMASTER-gasket/knife/vest	627.90
BANK OF AMERICA	TOOFAST SUPPLY-check valve	156.47
BANK OF AMERICA	HOME DEPOT - TOOLS	260.62
BANK OF AMERICA	"Sump Pump,Hose,electrical cor	271.93
BANK OF AMERICA	Menards / Sump Pump & Hose	229.82
BANK OF AMERICA	SHERWWIN WILLIAMS - PAINT/ACCS	121.17
BANK OF AMERICA	AMAZON-KEYBOARD/MOUSE/NOTEPADS	33.99
BANK OF AMERICA	FS COM-Network Connectors	348.00
BANK OF AMERICA	MID NE DISPOSAL-TRASH SERVICES	297.00
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	72.08
BANK OF AMERICA	CITY OF GI-OCCUPANCY PERMIT	200.00
BANK OF AMERICA	CLEARFLY-PHONE BILL (FEB 2025)	146.45
BANK OF AMERICA	FEDEX-SHIPPING FEES/CUES	63.90
BANK OF AMERICA	AMAZON-KEYBOARD/MOUSE/NOTEPADS	11.44
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	14.96
BANK OF AMERICA	ARNOLD MOT-CIRCUT BREAKER #749	84.10
BANK OF AMERICA	ARNOLD MOTOR-AUTO SUPPLIES	373.21
BANK OF AMERICA	"MENARDS-CLOCK,EXT CORD"	77.48
BANK OF AMERICA	ACE-PROPANE	19.16
BANK OF AMERICA	AMAZON-CLEANER	33.98
BANK OF AMERICA	MATHESON-SHOP SUPPLIES	10.53
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	39.01
BANK OF AMERICA	"POMPS-TIRE,AXLE REPAIR #755"	2,150.70
BANK OF AMERICA	DIAMOND TRUCK-WASH #755	153.50
BANK OF AMERICA	GI TRAILER-TRAILER REPAIRS	895.71

BANK OF AMERICA	RUSH TRK CTR-MUDFLAPS	131.80
BANK OF AMERICA	GRAINGER-SELF DUMPING HOPPER	2,185.97
BANK OF AMERICA	LOUS GLOVES-NITRILE GLOVES	297.00
BANK OF AMERICA	IND-WINTER COAT/CHRISTENSEN	61.65
BANK OF AMERICA	INDUSTRIAL-OFFSETS TXN00128793	87.33
BANK OF AMERICA	VESTIS-UNIFORMS	17.50
BANK OF AMERICA	DENNIS SUPPLY-AIR FILTERS	1,533.96
BANK OF AMERICA	MENARDS-PLUMBING SUPPLIES	48.93
BANK OF AMERICA	MCMASTER-CARR-FITTINGS	587.20
BANK OF AMERICA	BDI-COUPLINGS	1,338.42
BANK OF AMERICA	BDI-COUPLINGS/SHIPPING	106.95
BANK OF AMERICA	MCMASTER-CARR-PARTS	17.52
BANK OF AMERICA	MENARDS-WD-40	76.80
BANK OF AMERICA	MATHESON-SHOP SUPPLIES	623.31
BANK OF AMERICA	HACH CO-LAB SUPPLIES	446.25
BANK OF AMERICA	Allo-Internet Service	847.25
BANK OF AMERICA	US CELLULAR - Jetpack	35.99
BANK OF AMERICA	DUO COM-Remote Access	1,350.00
BANK OF AMERICA	DUO COM-Remote Access	1,350.00
BANK OF AMERICA	AMAZON-Power Supply	44.98
BANK OF AMERICA	FS COM-Network Supplies	442.80
BANK OF AMERICA	GRANICUS Encoder Renewal	4,817.53
BANK OF AMERICA	ALLSTAR - WINDOW REPAIR	59.95
BANK OF AMERICA	ALTEC - PM INSPECTION	1,256.76
BANK OF AMERICA	ALTEC - PM INSPECTION	1,499.71
BANK OF AMERICA	ALTEC - REPAIR ORDER TO 203	9,460.41
BANK OF AMERICA	ALTEC - REPAIR ORDER TO 212	939.50
BANK OF AMERICA	AUTOMOTIV-REAPIR ORDER TO MRAP	5,583.28
BANK OF AMERICA	GRAHAM - ALIGNMENT	106.92
BANK OF AMERICA	"ARNOLD - FILTERS, MISC PARTS"	2,040.98
BANK OF AMERICA	"ARNOLD - FILTERS, MISC PARTS"	2,326.27
BANK OF AMERICA	ALTEC - STROBE	137.31
BANK OF AMERICA	AMAZON - MODULE	102.80
BANK OF AMERICA	BESTBUY - fraud	533.93
BANK OF AMERICA	DISPUTE-OFFSETS TXN00127515	(533.93)
BANK OF AMERICA	GRAHAM - TIRE DISPOSAL	42.00
BANK OF AMERICA	GRAHAM - TIRES	497.16
BANK OF AMERICA	GRAHAM - TIRES	1,176.00
BANK OF AMERICA	GRAINGER - D RING	60.19
BANK OF AMERICA	HANSEN - TURBO ACTUATOR	2,092.79
BANK OF AMERICA	HANSEN - VALVE	169.91
BANK OF AMERICA	HANSEN INTERNATIONAL-Credit	(625.00)
BANK OF AMERICA	IMPERIAL - MISC. HARDWARE	116.66
BANK OF AMERICA	ISLAND SUP-WELDING SUPPLIES	78.41
BANK OF AMERICA	JENSEN TOOL - TOOLS	422.00
BANK OF AMERICA	LS EDWARDS - RADIO MISC.	44.90
BANK OF AMERICA	MCMASTER-CARR - BALL JOINT	66.59
BANK OF AMERICA	TOM DINSDALE - WIRE HARNESS	112.10
BANK OF AMERICA	GRAINGER - BARREL LIFT	118.36
BANK OF AMERICA	BOI - OIL	974.29
BANK OF AMERICA	SAPP - OIL	1,027.35
BARBARA L. MILNER	2023-P-10	120.00
BEARING DISTRIBUTORS INC	BEARING, SEALS	(26.25)
BEARING DISTRIBUTORS INC	FILTER	(27.26)
BEARING DISTRIBUTORS INC	FILTERS	(62.40)
BEARING DISTRIBUTORS INC	FILTERS	(28.73)
BEARING DISTRIBUTORS INC	FILTERS	(9.63)
BEARING DISTRIBUTORS INC	FILTERS	(6.56)
BEARING DISTRIBUTORS INC	BEARING, SEALS	(9.54)
BEARING DISTRIBUTORS INC	FILTER	(9.91)
BEARING DISTRIBUTORS INC	FILTERS	(22.69)
BEARING DISTRIBUTORS INC	FILTERS	(10.45)
BEARING DISTRIBUTORS INC	FILTERS	(3.50)
BEARING DISTRIBUTORS INC	FILTERS	(2.38)
BEARING DISTRIBUTORS INC	FILTERS	188.22
BEARING DISTRIBUTORS INC	FILTERS	561.62
BEARING DISTRIBUTORS INC	BEARING, SEALS	512.99
BEARING DISTRIBUTORS INC	FILTERS	128.19
BEARING DISTRIBUTORS INC	FILTERS	1,219.68
BEARING DISTRIBUTORS INC	FILTER	532.82
BEARING DISTRIBUTORS INC	FILTER - V-BELTS	(45.45)
BEARING DISTRIBUTORS INC	FILTER - V-BELTS	(16.53)
BEARING DISTRIBUTORS INC	FILTER - V-BELTS	888.36
BENCHMARK GOVERNMENT SOLUTIONS, LLC	NLETC MEALS FOR OFFICERS IN TRAINING	1,159.70
BENEVOLENT & PROTECTIVE ORDER OF ELKS LODGE 604	2021-P-6	3,300.00
BERGANKDV LLC	FY24 AUDIT PROGRESS BILL	27,900.00
BERT GURNEY & ASSOCIATES INC	YSI CALIBRATION SOLUTION	123.67

BIOTAGE LLC	CHECK VALVE TOOL	94.86
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INSURANCE CLAIMS	6,801.50
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INSURANCE CLAIMS	34,005.55
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INSURANCE CLAIMS	168,813.90
BORDER STATES INDUSTRIES INC	MODULES	2,482.28
BOSSELMAN ENERGY INC	FORKLIFT PROPANE	30.00
BOSSELMAN ENERGY INC	FORKLIFT PROPANE	60.00
BOSSELMAN ENERGY INC	FUEL	2,939.10
BOSSFUELS INC	DIESEL, ETHANOL	12,010.32
BOSSFUELS INC	DIESEL, ETHANOL	10,919.97
BROWN TRANSIT LLC	TRANSIT	126,007.85
BRYLEE O'NEILL	FIELDHOUSE OFFICIAL	90.00
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	0.20
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	0.39
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	5.69
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	0.59
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	0.39
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	0.78
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	1.83
CAPITAL BUSINESS SYSTEMS, INC	ST 4 COPIES	34.97
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	11.91
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	2.34
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	20.84
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	3.32
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	1.71
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	0.49
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	3.51
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	6.69
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	5.18
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	4.86
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	0.10
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	0.29
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	0.20
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	0.20
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	0.20
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	2.87
CAPITAL BUSINESS SYSTEMS, INC	COPY OVERAGES	17.24
CAPITAL BUSINESS SYSTEMS, INC	CANNON 5750 CONTRACT	46.35
CAPITAL BUSINESS SYSTEMS, INC	CANON 5550 CONTRACT	1,093.00
CAPITAL BUSINESS SYSTEMS, INC	CANON TX3000 CONTRACT	423.72
CAPITAL BUSINESS SYSTEMS, INC	COPIER OVERAGES	33.28
CAPITAL BUSINESS SYSTEMS, INC	C3725I COPIER MAINT.	4.64
CAPITAL BUSINESS SYSTEMS, INC	CANON C5550I	486.08
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	25.85
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	2.25
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	6.44
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	1.37
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	0.80
CBS REPORTING SERVICES	CREDIT REPORTING	87.30
CEDRIC D MCDONALD	FIELDHOUSE OFFICIAL	250.00
CENTRAL NE HUMANE SOCIETY INC	ANIMAL CONTROL	45,833.33
CENTRAL STATES GROUP	FLOW METER	1,667.97
CENTURYLINK INC	PHONE BILL	80.75
CENTURYLINK INC	FEB SERVICE	55.38
CENTURYLINK INC	PHONE	42.38
CHANCE L ENGEL	CLEANING	400.00
CHANCE L ENGEL	CLEANING & GROUNDS	650.00
CHARLES SARGENT IRRIGATION INC	REPLACED VFD CONTRACTOR @ VET'S COMPLEX	828.41
CHARTER COMMUNICATIONS	FEBRUARY CABLE SERVICE	134.10
CHEMCO SYSTEMS LP	GRIT SCREEN	(470.87)
CHEMCO SYSTEMS LP	GRIT SCREEN	(171.22)
CHEMCO SYSTEMS LP	GRIT SCREEN	9,203.30
CHEMTREAT INC	CHEMICAL CONSULT	1,400.00
CINTAS CORP	FLOOR MATS	47.21
CINTAS CORP	UNIFORMS	23.37
CINTAS CORP	UNIFORMS	23.37
CINTAS CORP	UNIFORMS	108.45
CINTAS CORP	UNIFORMS	135.45
CINTAS CORP	UNIFORMS	46.62
CINTAS CORP	UNIFORMS	78.34
CINTAS CORP	TRAFFIC MATS	27.75
CINTAS CORPORATION NO 2	FIRST AID SUPPLIES	285.23
CINTAS CORPORATION NO 2	MEDICAL SUPPLIES	17.48
CINTAS CORPORATION NO 2	MAINT. FIRST AID SUPPLIES	260.07
CITY OF GRAND ISLAND	TREE TRUNK & BRANCH DISPOSAL	28.38
CITY OF GRAND ISLAND	TREE TRUNK & BRANCH DISPOSAL	34.59
CITY OF GRAND ISLAND	STREET SWEEPINGS	87.79

CITY OF GRAND ISLAND	ROW PERMITS	25.00
CITY OF GRAND ISLAND	ROW PERMITS	25.00
CITY OF GRAND ISLAND	ROW PERMITS	25.00
CITY OF GRAND ISLAND	ROW PERMITS	25.00
CITY OF GRAND ISLAND	ROW PERMITS	25.00
CITY OF GRAND ISLAND	ROW PERMITS	25.00
CITY OF GRAND ISLAND	ROW PERMITS	25.00
CITY OF GRAND ISLAND	ROW PERMITS	25.00
CITY OF GRAND ISLAND	ROW PERMITS	25.00
CITY OF GRAND ISLAND	SLUDGE	14,437.51
CITY OF GRAND ISLAND-BID's	JANUARY 2025 BID RECEIPTS FOR 940 FUND	9,587.67
CITY OF GRAND ISLAND-BID's	JANUARY 2025 BID RECEIPTS FOR 940 FUND	7,284.27
CITY OF GRAND ISLAND-BID's	JANUARY 2025 BID RECEIPTS FOR 940 FUND	6,172.21
CITY OF GRAND ISLAND-BID's	JANUARY 2025 BID RECEIPTS FOR 940 FUND	6,392.65
CITY OF GRAND ISLAND-FINANCE DEPT	JAN 24 WC CLAIMS FEB 25 WC PREMS	23,582.00
CITY OF GRAND ISLAND-FINANCE DEPT	JAN 24 WC CLAIMS FEB 25 WC PREMS	16,580.10
CITY OF GRAND ISLAND-FINANCE DEPT	JAN 24 WC CLAIMS FEB 25 WC PREMS	7,701.54
CITY OF GRAND ISLAND-FINANCE DEPT	JAN 24 WC CLAIMS FEB 25 WC PREMS	17,477.90
CITY OF GRAND ISLAND-FINANCE DEPT	FEB INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	1,773.33
CITY OF GRAND ISLAND-FINANCE DEPT	JANUARY 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLL	44.99
CITY OF GRAND ISLAND-FINANCE DEPT	JANUARY 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLL	7.28
CITY OF GRAND ISLAND-FINANCE DEPT	JAN 24 WC CLAIMS FEB 25 WC PREMS	2,045.38
CITY OF GRAND ISLAND-FINANCE DEPT	FEB INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	1,667.50
CITY OF GRAND ISLAND-FINANCE DEPT	FEB INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	5,316.67
CITY OF GRAND ISLAND-FINANCE DEPT	FEB INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	15,069.04
CITY OF GRAND ISLAND-FINANCE DEPT	JANUARY 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLL	989.86
CITY OF GRAND ISLAND-FINANCE DEPT	JAN 24 WC CLAIMS FEB 25 WC PREMS	2,349.19
CITY OF GRAND ISLAND-FINANCE DEPT	FEB INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	10,606.26
CITY OF GRAND ISLAND-FINANCE DEPT	2024 4TH QTR RCPTS ADMIN FEE PORTION	1,480.97
CITY OF GRAND ISLAND-FINANCE DEPT	DEC 2024 RECEIPTS COLLECTED IN JAN CONESTOGA ADMIN	341.86
CITY OF GRAND ISLAND-FINANCE DEPT	JANUARY 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLL	7.28
CITY OF GRAND ISLAND-FINANCE DEPT	JANUARY 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLL	0.49
CITY OF GRAND ISLAND-FINANCE DEPT	JAN 2025 ADMIN FEES FOR DEC 2024 RECEIPTS	30,223.43
CITY OF GRAND ISLAND-FINANCE DEPT	JANUARY 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLL	5.83
CITY OF GRAND ISLAND-FINANCE DEPT	JAN 24 WC CLAIMS FEB 25 WC PREMS	479.00
CITY OF GRAND ISLAND-FINANCE DEPT	FEB INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	1,911.15
CITY OF GRAND ISLAND-FINANCE DEPT	FEB INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	4,887.53
CITY OF GRAND ISLAND-FINANCE DEPT	JAN 24 WC CLAIMS FEB 25 WC PREMS	149.00
CITY OF GRAND ISLAND-FINANCE DEPT	JAN 25 IN LIEU OF TAX FEES	4,578.84
CITY OF GRAND ISLAND-FINANCE DEPT	REIMBURSE FINANCE PAYROLL JANUARY 2025	4,359.68
CITY OF GRAND ISLAND-FINANCE DEPT	FEB INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	4,198.27
CITY OF GRAND ISLAND-FINANCE DEPT	JANUARY 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLL	34.96
CITY OF GRAND ISLAND-FINANCE DEPT	FEB INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	35,776.28
CITY OF GRAND ISLAND-FINANCE DEPT	JAN 24 WC CLAIMS FEB 25 WC PREMS	10,314.84
CITY OF GRAND ISLAND-FINANCE DEPT	JAN 25 IN LIEU OF TAX FEES	254,119.46
CITY OF GRAND ISLAND-FINANCE DEPT	JANUARY-25 GOOD LIFE DISTRICT OCCUPATION TAX	5,068.89
CITY OF GRAND ISLAND-FINANCE DEPT	REIMBURSE FINANCE PAYROLL JANUARY 2025	50,990.08
CITY OF GRAND ISLAND-FINANCE DEPT	JANUARY 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLL	375.82
CITY OF GRAND ISLAND-FINANCE DEPT	REIMBURSE FINANCE PAYROLL JANUARY 2025	50,990.08
CITY OF GRAND ISLAND-FINANCE DEPT	REIMBURSE FINANCE PAYROLL JANUARY 2025	43,705.78
CITY OF GRAND ISLAND-FINANCE DEPT	FEB INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	5,311.24
CITY OF GRAND ISLAND-FINANCE DEPT	JAN 24 WC CLAIMS FEB 25 WC PREMS	141.00
CITY OF GRAND ISLAND-FINANCE DEPT	JANUARY-25 GOOD LIFE DISTRICT OCCUPATION TAX	185.58
CITY OF GRAND ISLAND-FINANCE DEPT	JAN 25 IN LIEU OF TAX FEES	7,294.07
CITY OF GRAND ISLAND-FINANCE DEPT	REIMBURSE FINANCE PAYROLL JANUARY 2025	28,250.73
CITY OF GRAND ISLAND-FINANCE DEPT	JANUARY 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLL	33.37
CITY OF GRAND ISLAND-FINANCE DEPT	REIMBURSE FINANCE PAYROLL JANUARY 2025	34,528.66
CITY OF GRAND ISLAND-FINANCE DEPT	REIMBURSE FINANCE PAYROLL JANUARY 2025	15,694.84
CITY OF GRAND ISLAND-FINANCE DEPT	BACKFLOW PREVENTION JAN-25	6,250.00
CITY OF GRAND ISLAND-FINANCE DEPT	JANUARY-25 GOOD LIFE DISTRICT OCCUPATION TAX	483.02
CITY OF GRAND ISLAND-FINANCE DEPT	JANUARY 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLL	35.94
CITY OF GRAND ISLAND-FINANCE DEPT	REIMBURSE FINANCE PAYROLL JANUARY 2025	54,132.68
CITY OF GRAND ISLAND-FINANCE DEPT	JAN 25 IN LIEU OF TAX FEES	27,130.19
CITY OF GRAND ISLAND-FINANCE DEPT	FEB INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	15,007.24
CITY OF GRAND ISLAND-FINANCE DEPT	FEB INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	6,892.68
CITY OF GRAND ISLAND-FINANCE DEPT	FEB INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI	2,067.80
CITY OF GRAND ISLAND-FINANCE DEPT	JANUARY 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLL	88.05
CITY OF GRAND ISLAND-FINANCE DEPT	JANUARY 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLL	17.48
CITY OF GRAND ISLAND-FINANCE DEPT	JANUARY 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLL	13.11
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	1,067.45
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	7,660.29
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	513.48
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	2,270.68
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	1,647.03
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	1,968.72
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	1,127.32
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	1,135.43

CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	740.18
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	637.28
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	45.54
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	225.42
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	35,226.03
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	1,967.84
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	6,746.50
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	18,752.94
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	137.93
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	1,104.77
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	10,060.23
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	5,302.54
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	1,105.61
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	2,924.04
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	5,801.54
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	509.38
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	707.76
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	328.14
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	218.52
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2025	120.52
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	5,565.80
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	2,535.06
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	1,690.04
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	253.02
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	12,996.20
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	806.09
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	3,476.22
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	3,335.85
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	7,202.93
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	251.60
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	694.25
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	3,587.79
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	404.90
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	279.67
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	2,138.26
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	25,256.49
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	2,603.65
CITY OF GRAND ISLAND-UTILITIES	REIMBURSE UTILITY WORKING FUND	9,224.39
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	218.89
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	346.57
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	302.93
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	407.67
CITY OF GRAND ISLAND-UTILITIES	REIMBURSE UTILITY WORKING FUND	599.91
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	2,780.51
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	24.64
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	5,981.38
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	35.64
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	2,780.51
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	15,288.43
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	102.70
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	485.18
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	6,741.10
CITY OF GRAND ISLAND-UTILITIES	REIMBURSE UTILITY WORKING FUND	13.63
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	60,872.22
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	72.53
CITY OF GRAND ISLAND-UTILITIES	WATER SYSTEM LABOR	23,380.56
CITY OF GRAND ISLAND-UTILITIES	REIMBURSE UTILITY WORKING FUND	38.58
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	48,401.43
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	4,140.11
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	630.94
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	76.81
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	694.94
CLYDE INDUSTRIES INC	DVT HEAD	(140.59)
CLYDE INDUSTRIES INC	VALVE	(101.09)
CLYDE INDUSTRIES INC	DVT HEAD	(51.12)
CLYDE INDUSTRIES INC	VALVE	(36.76)
CLYDE INDUSTRIES INC	DVT HEAD	2,747.90
CLYDE INDUSTRIES INC	VALVE	1,975.87
COMFY BOWL INC	PORTA JON RENTAL	95.00
CONFLUENCE, INC	MASTER PLAN PARKS & GLD #10	18,980.50
CONFLUENCE, INC	PARKS MASTER PLAN & GLD #10	31,856.00
CONSOLIDATED CONCRETE CO	4000 PSI CONCRETE	373.03
CONSOLIDATED CONCRETE CO	4000 PSI CONCRETE	1,212.33
CORE & MAIN LP	1" IPERL WATER METER	1,568.00
CORE & MAIN LP	2" OMNI TURBO METER	4,710.00
CREDIT MANAGEMENT SERVICES INC	DEC 2024 BILLING ON ACCT 15350	78.73
CREDIT MANAGEMENT SERVICES INC	DEC 2024 BILLING ON ACCT 15350	50.10

CREDIT MANAGEMENT SERVICES INC	DEC 2024 BILLING ON ACCT 15350	50.10
CRESCENT ELECTRIC SUPPLY CO	CONDUIT	171.23
CRESCENT ELECTRIC SUPPLY CO	CONDUIT	836.35
CRESCENT ELECTRIC SUPPLY CO	GCFI & CONDUIT	226.64
CULLIGAN	NEW R/O SYSTEM	4,443.81
CX COMPANIES AND SUBSIDIARIES	ETHERNET CABLES	39.17
DAKOTA DOMINICK PETERSON	FIELDHOUSE OFFICIAL	100.00
DALLAS ARON STOLTENBERG	FIELDHOUSE OFFICIAL	150.00
DANIEL BRYANT	2023-P-10	750.00
DANIEL L. SCHLEICHARDT	2023-P-10	240.00
DANKO EMERGENCY EQUIPMENT	BALL JOINT	35.91
DAQ ELECTRONICS LLC	DOOR CONTROLLER	(206.24)
DAQ ELECTRONICS LLC	DOOR CONTROLLER	(74.99)
DAQ ELECTRONICS LLC	DOOR CONTROLLER	4,031.02
DAVID ALVAREZ CAMPOS	FIELDHOUSE OFFICIAL	605.00
DELL MARKETING LP	SOLAR FIELD LAPTOP	(147.22)
DELL MARKETING LP	SOLAR FIELD LAPTOP	(53.54)
DELL MARKETING LP	SOLAR FIELD LAPTOP	2,877.52
DELTA DENTAL OF NEBRASKA	DENTAL INSURANCE CLAIMS	8,724.54
DELTA DENTAL OF NEBRASKA	DENTAL INSURANCE CLAIMS	8,973.02
DIDDIER CASTILLO	FIELDHOUSE OFFICIAL	108.00
DOBESH LAND LEVELING	5700 TONS TOP SOIL	1,080.00
DUEY'S COMPUTER SERVICE INC	FEBRUARY 2025 SUPPORT	4,616.36
DUEY'S COMPUTER SERVICE INC	JANUARY 2025 AUVIK SERVICE	992.00
DUST CONTROL TECHNOLOGY, INC.	DB-RING	(457.82)
DUST CONTROL TECHNOLOGY, INC.	DB-RING	(166.48)
DUST CONTROL TECHNOLOGY, INC.	DB-RING	8,948.30
DUTTON-LAINSON COMPANY	2" STRAP KITS	660.05
DUTTON-LAINSON COMPANY	4" PVC ADAPTERS	5,583.93
DUTTON-LAINSON COMPANY	6" PVC FA'S	5,147.74
DUTTON-LAINSON COMPANY	FUSE HOLDERS	2,467.92
DUTTON-LAINSON COMPANY	IMPORTANT NOTICE ENVELOPES	200.11
DUTTON-LAINSON COMPANY	IMPORTANT NOTICE ENVELOPES	100.06
DYLAN ALLEN	FIELDHOUSE OFFICIAL	400.00
EAKES INC	48" GRIP RAIL, PENS	30.61
EAKES INC	48" ROLLER GRIP STRIP	42.45
EAKES INC	PENTEL PENS	9.63
ECOLAB INC	PEST CONTROL - PGS	164.16
ECOLAB INC	PEST CONTROL - PGS	164.16
ECOLAB INC	PEST CONTROL AT WF	161.25
ECOLAB INC	PEST CONTROL-WF	161.25
ELIZABETH K ZARRAGA	FIELDHOUSE OFFICIAL	216.00
EMC INSURANCE CO	LIABILITY, PROPERTY & AUTO INSURANCE	44,515.45
EMC INSURANCE CO	LIABILITY, PROPERTY & AUTO INSURANCE	50,453.08
EMC INSURANCE CO	LIABILITY, PROPERTY & AUTO INSURANCE	14,126.38
EMC INSURANCE CO	WC COST FOR JANUARY 2025	9,412.97
EMC INSURANCE CO	WC COST FOR JANUARY 2025	68,367.78
ESSENTIAL PERSONNEL INC	LITTER PICKERS	760.85
ESSENTIAL PERSONNEL INC	LITTER PICKERS	1,191.13
FATTMERCHANT INC	CC FEES JAN	186.00
FATTMERCHANT INC	JAN CC FEES	771.17
FATTMERCHANT INC	CC FEES JAN	93.00
FEDEX FREIGHT	FREIGHT CHARGE	458.71
FIRST DATA CORPORATION	JAN 25 CREDIT CARD USER FEES	71.71
FIRST DATA CORPORATION	JAN 25 CREDIT CARD USER FEES	870.71
FIRST DATA CORPORATION	JAN 2025 BILLING CC FEES	759.55
FIRST DATA CORPORATION	JAN 2025 BILLING CC FEES	6,657.37
FIRST DATA CORPORATION	JAN 2025 BILLING CC FEES	483.36
FIRST DATA CORPORATION	JAN 2025 BILLING CC FEES	4,236.51
FIRST DATA CORPORATION	JAN 2025 BILLING CC FEES	483.35
FIRST DATA CORPORATION	JAN 2025 BILLING CC FEES	4,236.50
FISHER ROSEMOUNT SYSTEMS INC.	PRESSURE TRANSMITTER	2,679.52
GALVAN CONSTRUCTION INC	CONCRETE GUARD POSTS	840.00
GALVAN CONSTRUCTION INC	REPLACE CONCRETE	2,050.00
GALVAN CONSTRUCTION INC	REPAIR SIDEWALK	500.00
GEMINI GROUP LLC	2024 WATER QUALITY REPORT	6,008.00
GENERAL COLLECTION CO INC	JAN 2025 BILLING ON ACCT 04788	14.11
GENERAL COLLECTION CO INC	JAN 2025 BILLING ON ACCT 04788	8.98
GENERAL COLLECTION CO INC	JAN 2025 BILLING ON ACCT 04788	8.97
GRAINGER	STRIPPERS & HOOKS	46.90
GRAND ISLAND DISPOSAL INC	PORTA JON - TS	175.00
GRAND ISLAND DISPOSAL INC	PORTA JON RENTAL - YW	50.00
GRAND ISLAND PUBLIC SCHOOLS	$1,385.00 PARKING TICKETS; 260.00 LICENSES	1,385.00
GRAND ISLAND PUBLIC SCHOOLS	$1,385.00 PARKING TICKETS; 260.00 LICENSES	135.00
GRAND ISLAND PUBLIC SCHOOLS	$1,385.00 PARKING TICKETS; 260.00 LICENSES	125.00
GRAYBAR ELECTRIC COMPANY INC	15KV POLE TRANSFORMERS	6,504.34
GRAYBAR ELECTRIC COMPANY INC	750 MCM 2-HOLE LUGS	13,137.36

GRAYBAR ELECTRIC COMPANY INC	FR GLOVES	423.86
GRAYBAR ELECTRIC COMPANY INC	CONDUX PARTS	220.65
GREEN BODY & EQUIPMENT, INC.	PIPE	20.00
GRIDIRON GENERATION HOLDCO, LLC	GENERATION	4,517.68
HACH COMPANY	PHOSPHATE REAGENTS	786.90
HACH COMPANY	REAGENTS FOR SILICA	769.81
HALL CO AIRPORT AUTHORITY	GATE BADGES ROYER, ZECKSER	40.00
HALL CO DEPT OF ROADS	SURVEYING VAR PROJS	300.00
HALL CO DEPT OF ROADS	SURVEYING VAR PROJS	600.00
HALL CO DEPT OF ROADS	SURVEYING VAR PROJS	600.00
HAMILTON TELECOMMUNICATIONS	INTERNET	265.00
HARVEY LANGREHR	2023-P-10	140.00
HDR ENGINEERING INC	CCR GROUNDWATER REPTG	7,010.62
HDR ENGINEERING INC	WWTP FLOW IMPROVEMENTS PROJECT	8,481.69
HOOKER BROS SAND & GRAVEL INC	CRUSHED ROCK	329.79
HOOKER BROS SAND & GRAVEL INC	FILL SAND	61.88
ISLAND ELECTRIC LLC	INSTALL TWO WALL PACKS & GFCI OUTLET	1,800.00
JACKS UNIFORMS AND EQUIPMENT	NAME PLATE	33.94
JACKS UNIFORMS AND EQUIPMENT	UNIFORM SHIRTS	86.94
JACKSON SERVICES INC	SHOP TOWEL, WET & DRY MOP SERVICE	65.03
JACKSON SERVICES INC	SHOP TOWELS, WET & DRY MOP SERVICE	65.04
JCI INDUSTRIES INC	O-RINGS	711.73
JCI INDUSTRIES INC	PUMP PARTS	1,829.40
JCI INDUSTRIES INC	PUMP PARTS	3,986.40
JCI INDUSTRIES INC	PUMP PARTS	4,591.97
JERRY'S TRANSMISSION SERVICE INC	MULTI SWITCH	326.65
JK ENERGY CONSULTING LLC	STANDBY SERVICE	525.00
JONATHAN SUNDERMEIER	FIELDHOUSE OFFICIAL	450.00
KELLIE BRITTAIN	FINAL PAY FOR DECEASED EMPLOYEE CHELSIE BRITTAIN96	1,852.33
KELTON KEARNS	FIELDHOUSE OFFICIAL	175.00
LANDIS+GYR TECHNOLOGIES LLC	JANUARY 2025 FEE	2,850.00
LANDIS+GYR TECHNOLOGIES LLC	SOFTWARE MAINTENANCE	276.02
LARRY'S APPLIANCE LLC	WASHER ST 1	1,329.00
LEE BHM CORP	NEWSPAPER SUBSCRIPTION ANNUAL	734.99
LIFT SOLUTIONS INC	PM SERVICE	216.53
LOCKE EQUIPMENT SALES CO INC	URANIUM TANK REPAIR TRAIN2	33,988.72
LOUP CENTRAL LANDFILL ASSOCIATION	SLUDGE	6,227.58
LOVE SIGNS OF GRAND ISLAND LLC	REPLACEMENT SIGN FOR MEMORIAL DRIVE.	350.00
LYMAN-RICHEY CORPORATION	LATE FEES	88.55
LYMAN-RICHEY CORPORATION	3000 PSI CONCRETE	393.98
LYMAN-RICHEY CORPORATION	47 B CONCRETE	605.07
LYMAN-RICHEY CORPORATION	47 B CONCRETE	665.32
MACY KAY HAUBOLD	FIELDHOUSE OFFICIAL	90.00
MAGUIRE IRON INC	KIMBALL WATER MAINT	4,630.50
MARION A TARNICK	FLOOR MATS	182.48
MATHESON TRI-GAS INC	MONTHLY BOTTLE RENT	424.97
MATHESON TRI-GAS INC	MONTHLY BOTTLE RENTAL	39.05
MATHESON TRI-GAS INC	MONTHLY BOTTLE RENTAL	1,271.39
MCMASTER CARR SUPPLY CO	ELECTRICAL TAPE & VALVES	1,045.27
MDM PEST & TERMITE CONTROL	PEST CONTROL ST 1	44.00
MDM PEST & TERMITE CONTROL	PEST CONTROL ST 2	44.00
MDM PEST & TERMITE CONTROL	PEST CONTROL ST 3	44.00
MDM PEST & TERMITE CONTROL	PEST CONTROL ST 4	44.00
MDM PEST & TERMITE CONTROL	PEST CONTROL	491.28
MELLEN & ASSOCIATES INC	PINCH VALVES	(124.56)
MELLEN & ASSOCIATES INC	PINCH VALVES	(45.29)
MELLEN & ASSOCIATES INC	PINCH VALVES	2,434.51
MH LOGISTICS CORP	OIL CHANGE - FORKLIFT	268.08
MH LOGISTICS CORP	SEWER JETTING HOSE AND ATTACHMENTS	3,942.41
MID-NEBRASKA DISPOSAL INC	ST 1 ROLLOFF / FEES	244.28
MID-NEBRASKA DISPOSAL INC	TRASH DISP.	71.76
MID-NEBRASKA DISPOSAL INC	TRASH DISP.	47.84
MID-NEBRASKA DISPOSAL INC	TRASH	130.00
MID-NEBRASKA DISPOSAL INC	GARBAGE DISPOSAL	10.90
MID-NEBRASKA DISPOSAL INC	TRASH	21.70
MID-NEBRASKA DISPOSAL INC	TRASH REMOVAL	130.00
MID-NEBRASKA DISPOSAL INC	DISPOSAL	40.00
MIDWEST CLOUD COMPUTING LLC	BARRACUDA	285.41
MIDWEST CLOUD COMPUTING LLC	BARRACUDA EMAIL	362.54
MIDWEST CLOUD COMPUTING LLC	BARRACUDA EMAIL	68.00
MIDWEST HYDRAULIC SERVICE	REPAIR PARTS	1,503.28
MIDWEST TURF & IRRIGATION	NEW TORO GROUNDSMASTER 4000-D MOWER	93,728.63
MIDWEST VALVE SERVICES, LLC	VALVE REBUILD	16,031.85
MOTOROLA SOLUTIONS INC	AMB RADIO	9,034.70
MRL CRANE SERVICE INC	JLG LIFT RENTAL	442.90
MRL CRANE SERVICE INC	SIDE DUMP RENTAL	779.38
MURPHY'S EXTERMINATING INC	RODENT CONTROL	80.00

MYERS HEATING AND AIR CONDITIONING	REPAIR OF INFRARED HEATERS	1,059.00
NAJIB EGOR ORTIZ	FIELDHOUSE OFFICIAL	369.00
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 MISC	(11.88)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 PRINT SERVICES	(127.71)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 RECURRING	(507.34)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 MISC	(4.32)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 PRINT SERVICES	(46.45)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 RECURRING	(184.49)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 MISC	508.18
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 PRINT SERVICES	7,442.28
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 RECURRING	9,916.25
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 MISC	(7.56)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 PRINT SERVICES	(81.27)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 RECURRING	(322.85)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 MISC	(2.75)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 PRINT SERVICES	(29.55)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 RECURRING	(117.41)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 MISC	323.39
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 PRINT SERVICES	4,735.99
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 RECURRING	6,310.34
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 MISC	313.08
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 PRINT SERVICES	4,625.17
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	JAN 2025 RECURRING	5,870.08
NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES	MONITOR ARM	374.00
NEBRASKA FIRE SPRINKLER CORP	5 YR FIRE SUPRESSON INSPECTION	236.00
NEBRASKA FIRE SPRINKLER CORP	ANNUAL SMOKE /FIRE SYSTEM CHECK	280.00
NEBRASKA HEATING & AIR INC	ST 1 BOILER	600.00
NEBRASKA PUBLIC POWER DISTRICT	AINSWORTH WINDPOWER	18,609.00
NEBRASKA PUBLIC POWER DISTRICT	T-2 TRANSMISSION	56,616.61
NEBRASKA PUBLIC POWER DISTRICT	T-2 TRANSMISSION	219,450.00
NEBRASKA-IOWA INDUSTRIAL FASTENERS CORP.	FASTNERS	737.03
NEBRASKALINK HOLDINGS LLC	INTERNET SERVICE FEBRUARY 2025	990.00
NEXTERA ENERGY MARKETING LLC	NEXTERA	72,005.26
NEXTERA ENERGY MARKETING LLC	NEXTERA	20,229.50
NORIT AMERICAS INC	PAC SUPPLY & DELIVERY	46,297.94
NORIT AMERICAS INC	PAC SUPPLY & DELIVERY	(2,368.73)
NORIT AMERICAS INC	PAC SUPPLY & DELIVERY	(861.36)
NORMAN CAMPBELL	2021-P-6 TE	170.00
NORTHEAST COMMUNITY COLLEGE	TRAINING & SAFETY	1,972.00
NORTHEAST COMMUNITY COLLEGE	TRAINING & SAFETY	1,508.00
NORTHWESTERN ENERGY	NATURAL GAS ST 3	300.24
NORTHWESTERN ENERGY	NATURAL GAS ST 4	471.49
NORTHWESTERN ENERGY	NATURAL GAS ST 3	200.16
NORTHWESTERN ENERGY	NATURAL GAS ST 4	314.32
NORTHWESTERN ENERGY	NATURAL GAS	142.75
NORTHWESTERN ENERGY	NATURAL GAS	287.22
NORTHWESTERN ENERGY	JAN NATURAL GAS	490.32
NORTHWESTERN ENERGY	NATURAL GAS 1/3-2/3	265.74
NORTHWESTERN ENERGY	NATURAL GAS 12/30-1/30	917.72
NORTHWESTERN ENERGY	HEAT BILL	1,106.89
NORTHWESTERN ENERGY	GAS BILL FOR FEB 2025	1,764.75
NORTHWESTERN ENERGY	NATURAL GAS - WWTP	10,487.74
OBERMILLER / MILLER LLC	TIRES FOR TRAILER	3,951.00
OHIO LUMEX CO INC	MERCURY TRAP ANALYSIS	918.00
OLSSON INC	2025-S-1	4,120.12
OLSSON INC	2024-S-3-	1,175.42
OMAHA PUBLIC POWER DISTRICT	NC2 PARTICIPATION POWER	816,758.34
OMAHA PUBLIC POWER DISTRICT	TOP SERVICE	22,672.00
OMAHA PUBLIC POWER DISTRICT	TRANSMISSION	47,289.00
OMG MIDWEST INC	UPM COLD PATCH	1,666.00
PAPER TIGER, INC.	CONFIDENTIAL PAPER SHREDDING SERVICE	238.94
PEABODY COALSALES LLC	BTU CLRGI 014 & 015	(3,011.39)
PEABODY COALSALES LLC	COAL CCAGI001	192,820.76
PEABODY COALSALES LLC	SIDE RELL TOP CCAGI001	4,138.95
PETE LIEN & SONS INC	PEBBLE LIME	6,822.10
PETE LIEN & SONS INC	PEBBLE LIME	6,826.86
PETE LIEN & SONS INC	PEBBLE LIME	6,862.31
PETE LIEN & SONS INC	PEBBLE LIME	6,862.31
PRAIRIE BREEZE EXPANSION HOLDINGS LLC	INVENERGY	439,616.53
PROCESS EQUIPMENT, INC.	ID BOOSTER FAN	(51.58)
PROCESS EQUIPMENT, INC.	ID BOOSTER FAN	(18.76)
PROCESS EQUIPMENT, INC.	ID BOOSTER FAN	1,008.15
QUADIENT LEASING USA INC	02/27/2025 TO 05/26/2025 POSTAGE METER LEASE	845.51
QUADIENT LEASING USA INC	02/27/2025 TO 05/26/2025 POSTAGE METER LEASE	422.75
RANDY V SEE	FIELDHOUSE OFFICIAL	180.00
REFUND CUSTOMERS	OVERPAID AMBULANCE BILL	785.12
REFUND CUSTOMERS	REFUND CREDIT ON FINAL	0.33

REFUND CUSTOMERS	REFUND CREDIT ON FINAL	28.37
REFUND CUSTOMERS	REFUND CREDIT ON FINAL	45.46
REFUND CUSTOMERS	REFUND CREDIT ON FINAL	205.25
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	1,151.71
REFUND CUSTOMERS	REFUND CREDIT ON FINAL	63.03
REFUND CUSTOMERS	REFUND CREDIT ON FINAL	82.39
REFUND CUSTOMERS	REFUND CREDIT ON FINAL	29.11
REFUND CUSTOMERS	REFUND CREDIT ON FINAL	305.35
REGION 12 AMERICAN BACKFLOW PREVENTION ASSOCIATION	BACKFLOW CLASS	270.00
ROAD BUILDING MACHINERY & SUPPLY CO	COMPACTOR ANTIFREEZE	128.76
ROBERT ELDEN WILLIAMS	JAN SNOW REMOVAL	275.00
ROCHESTER ARMORED CAR CO INC	FEB 2025 ARMORED CAR SERVICE	269.35
RS AMERICAS INC	I-TECH SHOP TOOLS	71.08
RUTT'S HEATING & AIR CONDITIONING	FAN BOX REPAIR	4,993.79
SAINT FRANCIS MEDICAL CENTER	BLOOD DRAWS	2,850.00
SARA R MANN	2023-P-10	150.00
SGS NORTH AMERICA INC	BOTTON & FLY ASH ANALYSIS	1,806.00
SOUTHERN POWER DISTRICT	JAN UTILITIES	40.14
SOUTHERN POWER DISTRICT	JAN UTILITIES	208.00
SOUTHERN POWER DISTRICT	HUSKER HWY/HWY30 12/20-1/20	25.32
SOUTHERN POWER DISTRICT	HWY 281 LIGHTS 12/20-1/20	308.06
SOUTHWEST POWER POOL INC	TRANSMISSION	584.34
SPIRIT OF LIFE CHURCH	2023-P-10	5,760.00
SPX TECHNOLOGIES INC	FLASH TUBE	(194.45)
SPX TECHNOLOGIES INC	FLASH TUBE	(70.71)
SPX TECHNOLOGIES INC	FLASH TUBE	3,800.66
STANDARD LABORATORIES INC	MERCURY TESTING - COAL	41.73
STATE OF NE DEPT OF REVENUE	JAN 25 SALES & USE TAX	3,849.19
STATE OF NE DEPT OF REVENUE	JAN 25 SALES & USE TAX	3,824.96
STATE OF NE DEPT OF REVENUE	JAN 25 SALES & USE TAX	288,041.65
STATE OF NE DEPT OF REVENUE	JAN 25 SALES & USE TAX	7,742.11
STATE OF NE DEPT OF REVENUE	JAN 25 SALES & USE TAX	2,816.65
STATE OF NE DEPT OF REVENUE	JAN 25 SALES & USE TAX	8,314.11
STATE OF NE DEPT OF REVENUE	JAN 25 SALES & USE TAX	926.90
STATE OF NE DEPT OF REVENUE	JAN 25 SALES & USE TAX	337.05
STATE OF NE DEPT OF REVENUE	JAN 25 SALES & USE TAX	93,402.03
STATE OF NE DEPT OF REVENUE	JAN 25 SALES & USE TAX	(35.94)
STATE OF NE DIV OF COMM	RADIO AGREEMENT	44.00
STATE OF NEBRASKA	2025 RADIOACTIVE MAT LIC.	1,500.00
STERN OIL COMPANY INC	OIL	(30.26)
STERN OIL COMPANY INC	OIL SAMPLE KITS	(80.00)
STERN OIL COMPANY INC	OIL	(11.01)
STERN OIL COMPANY INC	OIL SAMPLE KITS	(29.09)
STERN OIL COMPANY INC	OIL	591.53
STERN OIL COMPANY INC	OIL SAMPLE KITS	1,563.63
TENASKA ENERGY INC	JAN NATURAL GAS	4,736.40
TERESA RODRIQUEZ	2021-P-6	470.00
THE BABCOCK & WILCOX COMPANY	RAPPER STOCK	(460.50)
THE BABCOCK & WILCOX COMPANY	RAPPER STOCK	(167.45)
THE BABCOCK & WILCOX COMPANY	RAPPER STOCK	9,000.63
THE SCHEMMER ASSOCIATES INC	ARCH SERV. ST 3	6,129.50
TRANE U.S. INC	SERVICE	743.00
TRUE ELECTRICAL SERVICES	BREAKER TESTING	3,020.80
TRUE ELECTRICAL SERVICES	SVC/ BUILD BREAKER	7,831.77
TSG GRAND ISLAND PROJECT INC	2024 4TH QTR RCPTS	47,884.72
TYLER SCHOENING	2023-P-10	100.00
UNION PACIFIC RAILROAD	TRAIN CCAGI002	260,533.17
UNITED PARCEL SERVICE, INC.	SHIPPING SERVICE	159.40
UNITED PARCEL SERVICE, INC.	SHIPPING SERVICE	234.82
UNITED PARCEL SERVICE, INC.	SHIPPING SERVICES	287.18
UNIVAR USA INC	CAUSTIC SODA	1,242.70
VARTECH SYSTEMS INC	INDUSTRIAL MONITOR FOR GT	(260.15)
VARTECH SYSTEMS INC	INDUSTRIAL MONITOR FOR GT	(94.60)
VARTECH SYSTEMS INC	INDUSTRIAL MONITOR FOR GT	5,084.75
VELOCITYEHS, INC.	SDS PROGRAM	3,192.17
VESTIS GROUP, INC	RUGS & SHOP TOWELS SVC	395.19
WAM INC	ELECTRICAL CONNECTIONS	217.71
WATER REMEDIATION TECHNOLOGY LLC	URANIUM WT - FEB	91,532.46
WAYNE PEREZ	BUILDING JANITORIAL SERVICES	270.00
WESCO DISTRIBUTION INC	2/3 ALUM. TRIPLEX	9,288.00
WESCO DISTRIBUTION INC	COMPRESSION TOOL	4,278.50
WEST GROUP PAYMENT CENTER	LAW LIBRARY	564.60
WESTERN FUELS ASSOCIATION INC	FUEL SERVICE FEES - FEB 25	1,250.00
WEX HEALTH, INC	COBRA ADMIN FEES	310.10
WINSUPPLY OF GRAND ISLAND	1" METER COUPLINGS	3,925.90
WOODSONIA HWY 281 LLC	DEC 2024 RECEIPTS CPLLECTED IN JAN CONESTOGA	68,031.02
ZORO TOOLS INC	CONNECTORS & PLUGS	489.45

ZORO TOOLS INC	NIPPLE CONNECTORS	99.17
		Total $ 5,530,746.68

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 7.d.

Subject: #2025-55 - Approving Motorola Solutions Contract Change Order #1

Staff Contact: Jon Rosenlund

BACKGROUND:

The City recently approved a contract with Motorola Solutions for a P25 Radio System upgrade for a total of $4,181,517. That contract includes radio consoles at the main and alternate centers as well as infrastructure at three locations, City Hall Tower, Hall County Tower (Alda) and the Main EM911 Building.

Following site visits with Motorola, the installation of roof mounted antennas will be eliminated from the Motorola scope of work, and additional radio “Desksets” for the Emergency Operations Center will be installed. To accommodate this change, Motorola has submitted Change Order #1. There is no change in the contract price.

DISCUSSION:

In October 2024, the City approved a contract with Motorola Solutions for the installation of a P25 Radio System, including dispatch consoles and infrastructure equipment at three locations, City Hall Tower, Hall County Tower near Alda, and the Main EM911 Building at 1210 N. North Road. That contract, including maintenance agreements for 5 years, is $4,181,517.

During site visits, the Department requested that two antenna not be installed on the roof of the new EM911 Building, and have these antenna installed on our North Road radio tower. However, because the original contract did not include climbing the tower at the EM911 building, Motorola cannot install the antenna without a structural review and that would significantly impact the contract scope of work. To overcome this obstacle, the installation can be completed by a local contractor separately. The cost is relatively minimal and can be easily covered by the Department’s current radio maintenance and repair budget.

From the cost savings of those antenna not being installed on the roof, Motorola is proposing

to provide 2 radio Desksets to the EM911 building. These will solve a problem of providing adequate radio access to the dispatcher stations in the EOC, something that was going to be lost in this P25 project upgrade.

This Change Order #1 will result in no additional charge or change to the radio contract.

FISCAL IMPACT: Change Order #1 has $0 change in the contract.

ALTERNATIVES: Take no action.

RECOMMENDATION:

City Administration recommends that the Council approve the Motorola Solutions Change Order #1 for $0.

SAMPLE MOTION:

Move to approve the Motorola Solutions Change Order #1 for $0.

ATTACHMENTS:
1. Contract Change Order No. 1
2. Resolution

MOTOROLA SOLUTIONS

CHANGE ORDER

[01]

Change Order Number:	01
Date:	1/30/2025
Project Name and Number:	Grand Island- Hall County, ASR and Consoles (USNE22D043)
Customer Name:	Grand Island-Hall County Emergency Management
Customer Project Mgr:	Jon Rosenlund

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Motorola and Grand Island-Hall County Emergency Management hereby agree to the following terms:

1. Motorola shall no longer bear responsibility for the installation of the two (2) antennas and associated lines/cables for the new 800 MHz consolettes at the Primary Dispatch Site.
2. Grand Island-Hall County shall assume full responsibility and bear all associated costs for the installation of the two (2) antennas and associated lines/cables for the new 800 MHz consolettes at the Primary Dispatch Site.
3. Motorola shall procure and install two (2) MCD 5000 Desksets at the Primary Dispatch Site.

These terms are associated with the following contract sections:

- Section 6.6.1: AXS Console System Installations at the Primary Dispatch Site (Motorola Responsibilities).
- Section 6.6.3: Hall County Responsibilities Applicable for Dispatch Installations.

Contract Project Identifier (Name or Number): USNE22D043 **Contract Date:** 10/23/2024

In accordance with the terms and conditions of the contract identified above between Grand Island-Hall County Emergency Management and Motorola Solutions, Inc., the following changes are approved:

Contract Price* Adjustments

Original Contract Price:	$4,181,517.00
Previous Change Order amounts for Change Order numbers [####] through [####]:	N/A
This Change Order:	$0

Contract Credit (If Applicable):	N/A
New Contract Price:	$4,181,517.00

***"Contract Price" does not include taxes.**

Completion Date Adjustments

Original Completion Date:	7/1/2026
Current Completion Date prior to this Change Order:	7/1/2026
New Completion Date:	N/A

Equipment Changes: *(additions, deletions or modifications)* Include attachments if needed.

Motorola and Grand Island-Hall County Emergency Management hereby agree to the following term:
Add: (2) MCD 5000 Desksets for the Primary Dispatch Site.

This term is associated with the following contract sections:

- Section 3: Equipment List
- Section 3.2: Dispatch Sites

Scope of Work Changes: *(additions, deletions or modifications)* Include attachments if needed.

Motorola and Grand Island-Hall County Emergency Management hereby agree to the following terms:

1. Motorola shall no longer bear responsibility for the installation of the two (2) antennas and associated lines/cables for the new 800 MHz consolettes at the Primary Dispatch Site.
2. Grand Island-Hall County shall assume full responsibility and bear all associated costs for the installation of the two (2) antennas and associated lines/cables for the new 800 MHz consolettes at the Primary Dispatch Site.
3. Motorola shall procure and install two (2) MCD 5000 Desksets at the Primary Dispatch Site.

These terms are associated with the following contract sections:

- Section 6.6.1: AXS Console System Installations at the Primary Dispatch Site (Motorola Responsibilities).
- Section 6.6.3: Hall County Responsibilities Applicable for Dispatch Installations.

MOTOROLA SOLUTIONS

CHANGE ORDER

[01]

SUA/Support Service Changes: *(additions, deletions or modifications)* Include attachments if needed. Must be completed by Project CSM.
N/A

Schedule Changes: *(describe change or N/A)*
N/A

Contract Price Changes: *(describe change or N/A)*
N/A

Customer Responsibilities: *(describe change or N/A)*
Motorola and Grand Island-Hall County Emergency Management hereby agree to the following term: 1. Grand Island-Hall County shall assume full responsibility and bear all associated costs for the installation of the two (2) antennas and associated lines/cables for the new 800 MHz consolettes at the Primary Dispatch Site. This term is associated with the following contract section: • Section 6.6.3: Hall County Responsibilities Applicable for Dispatch Installations.

Payment Schedule for this Change Order: *(describe new payment terms applicable to this change order)*
N/A

Purchase Order Requirements for this Change Order (select only one).

⬜ A Purchase Order is required - included with this change order and is attached.

⬜ No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,

X No Purchase Order required - this is a $0 Change Order, or a decrease in scope.

MOTOROLA SOLUTIONS

CHANGE ORDER

[01]

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.		**Customer**	
By:	Jeffrey Rechlicz	By:	
Printed Name:	Jeff Rechlicz	Printed Name:	Jon Rosenlund
Title:	Regional Services Mng	Title:	Director
Date:	2/5/2025	Date:	

Reviewed by: Michael Hoag Date: 1/30/2025
Motorola Solutions Project Manager

R E S O L U T I O N 2025-55

WHEREAS, the City of Grand Island, Nebraska, operates an emergency 911 call center (the Emergency Management/Communications Center) through an ongoing interlocal agreement with Hall County as governed by the Interlocal Cooperation Act and as authorized by the Nebraska Public Safety Communication Systems Act; and

WHEREAS, the City approved a contract with Motorola Solutions in October 2024 for the installation and maintenance of a P25 Radio System and Dispatch consoles for a total of $4,181,517; and

WHEREAS, site visits revealed the need to eliminate the installation of 2 roof antenna on the top of the Emergency Management Building at 1210 N. North Road; and

WHEREAS, Motorola Solutions has proposed using the savings from that unrealized installation to purchase two Deskset devices in order to provide radio access in the Emergency Operations Center; and

WHEREAS, Motorola Solutions has proposed Change Order #1 to include these two changes for a total of $0.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Motorola Solutions Change Order #1 for $0 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such grant applications on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2025.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 7.e.

Subject: #2025-56 - Approving Fire Department purchase of Exercise Equipment

Staff Contact: Cory Schmidt, Fire Chief

BACKGROUND: On July 12, 2024 the Grand Island Fire Department (GIFD) received Council approval to accept an Assistance to Firefighter Grant (AFG) to be used toward the purchase of exercise equipment. In response to that grant award, the GIFD included a capital budget request of $125,000 for FY 2025, which was approved.

DISCUSSION: The GIFD established an internal committee to identify the specific exercise equipment needs for each of the four fire stations. The committee evaluated several vendors and ultimately came forward with a recommendation to purchase the majority of the needed equipment from Rogue Fitness of Columbus, Ohio. Rogue Fitness's quote for the exercise equipment was $99,452.15. The AFG will provide grant funds in the amount of $85,131.81 with the remaining balance of $14,320.34 coming from the City of Grand Island. The quote from Rogue Fitness was obtained using the General Services Administration (GSA) buying group. The contract number is GS-03F-0091W.

FISCAL IMPACT: $99,452.15 from the fire department's capital budget with $85,131.81 being reimbursed utilizing AFG funds.

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

RECOMMENDATION: City Administration recommends the Council approve the fire department purchase of exercise equipment from Rogue Fitness in the amount of $99,452.15.

SAMPLE MOTION: Move to approve the purchase of exercise equipment from Rogue Fitness in the amount of $99,452.15.

ATTACHMENTS:

1. Rogue Quote
2. Resolution

ROGUE®

QUOTE: #173930 VERSION: 23

614-358-6190
team@roguefitness.com
545 E. 5th Ave
Columbus, OH 43201 United States

BILL TO:	SHIP TO:
Tony Nissen Grand Island Fire Department Grand Island, NE 68803 United States Tax ID: Tax Id Needed	Tony Nissen Grand Island Fire Department Grand Island, NE 68803 United States

Ship Method **Freight - FTL** Total Weight **21712.89LBS**

Total Equipment Cost	**$102,270.17**
Discount	**$8,022.31**
Shipping	**$5,204.29**
Tax	**$0.00**
Total	**$99,452.15**

Pay Now

SIN	Brand	SKU	Item Description	QTY	Price	Total	Details
	Rogue	IP0171-2.5	Rogue LBS Change Plates - Pair - 2.5 LBS - Green	8	$41.80	$334.40	
	Rogue	IP0171-5.0	Rogue LBS Change Plates - Pair - 5.0 LBS - Blue	16	$55.10	$881.60	
	Rogue	IP0175-300	Rogue Black Training Plate - 300lb Set	8	$1,077.00	$8,616.00	
	Rogue	IP0514-10-2	Rogue HG Bumper 2.0 - 10LB - Pair	16	$55.83	$893.28	
	Rogue	IP0514-15-2	Rogue HG Bumper 2.0 - 15LB - Pair	16	$71.04	$1,136.64	
	Rogue	IP0524-370	Rogue Dumbbell Bumper - 370LB Set	4	$1,296.97	$5,187.88	
	Rogue	AD0114-20	Rogue HG 2.0 Collars 20-Pack	1	$751.00	$751.00	
	Rogue	RA2889-H1805-IL	1.2 Ohio Bar (Red Shaft / Black Sleeve)	12	$336.88	$4,042.56	
	Rogue	RA2894-H2038-IL	Rogue Bella Bar (Pink Shaft/Black Sleeve)	4	$287.63	$1,150.52	
339920S	Rogue	RF0740-O	Rogue DB-15 Loadable Dumbbell (Rogue OSO Collars)	8	$179.47	$1,435.76	
	Rogue	RF0206-5	Rogue Wood Rings Set - 5pk	1	$478.00	$478.00	
339920S	Rogue	RA0632-BK	Medball 14 LB Black	8	$93.20	$745.60	
339920S	Rogue	RA0635-BK	Medball 20 LB Black	16	$107.18	$1,714.88	
339920S	Rogue	RA0017	Landmine Single 5/8	4	$93.20	$372.80	

614-358-6190
team@roguefitness.com
545 E. 5th Ave
Columbus, OH 43201 United States

SIN	Brand	SKU	Item Description	QTY	Price	Total	Details
339920S	Rogue	RA0524	Rogue 9 Bar Holder 2.0	4	$162.09	$648.36	
339920S	Rogue	RA0711	Rogue TB-2 Trap Bar	4	$372.12	$1,488.48	
339920S	Rogue	RA0998	H-82 Multi-Use Hanger	4	$36.74	$146.96	
	Rogue	RA1362-180	Rogue Utility Bench 2.0 (w/ Rubber Feet) - USA Txt Pad	4	$195.00	$780.00	
339920S	Rogue	RF0319	Rogue 3 Tier Bookshelf Unit 43" Section	2	$498.61	$997.22	
339920S	Rogue	RF0359	Bookshelf Wheel 4 Pack	4	$47.23	$188.92	
339920S	Rogue	RF0456	Rogue 3 Tier Bookshelf Unit 70" Section	2	$555.82	$1,111.64	
339920S	Rogue	RF0514	P-6V Garage Pull-up System	4	$147.36	$589.44	
339920S	Rogue	RF0644-W	Rogue Vertical Plate Tree 2.0 (w/ wheels)	8	$184.19	$1,473.52	
339920S	Rogue	RF0772-KB-DB-DB	3 Tier Universal Storage System 2.0 - KB/DB/DB	4	$854.66	$3,418.64	
	Rogue	RF0959-2035C-MG-TXT-FP	Rogue Adjustable Bench 3.1 (MG Rogue Red - Txt) - FP Pad	6	$595.00	$3,570.00	
339920S	Rogue	RA0383	ML Matador	7	$107.18	$750.26	
339920S	Rogue	RA1054	ML / Infinity Rope Attachment Anchor	4	$32.62	$130.48	
	Rogue	RF0863-2035C-MG-S	Rogue RML-490C 3.0 Power Rack (Rogue Red) w/ Stabilizer	1	$1,192.25	$1,192.25	
	Rogue	RF0884-2035C-MG-S	RML-390FULLW Fold Back Power Rack (MG Rogue Red) w. Stringer Pair	4	$1,472.50	$5,890.00	
	Rogue	RF1001-90-24-PRS4-20021	Rogue FML-690 Functional Trainer - MG Rogue Red	4	$4,475.00	$17,900.00	Color: Rogue Red Rack Depth: 24" Resistance Type: Plate Loaded Add Shrouds? (Textured Black): Yes; RF0795-SM-EBLACK; RA2818; RA0955-43
	Rogue	IP0670-26	26LB Rogue Kettlebell	8	$55.10	$440.80	
	Rogue	IP0670-35	35LB Rogue Kettlebell	8	$65.55	$524.40	
	Rogue	IP0670-53	53LB Rogue Kettlebell	8	$86.40	$691.20	

614-358-6190
team@roguefitness.com
545 E. 5th Ave
Columbus, OH 43201 United States

SIN	Brand	SKU	Item Description	QTY	Price	Total	Details
	Rogue	IP0060	Rogue 5 - 50lbs Dumbbell Set	4	$835.00	$3,340.00	
	Rogue	AD0075-10	SR-3 Bushing Speed Rope - 10 Pack	1	$187.20	$187.20	
	Rogue	IP0093	Rogue Echo Foam Games Box	4	$178.06	$712.24	
339920S	Rogue	RF0253	Rogue Flat Ship Games Box (w/ screws)	8	$112.14	$897.12	
	Rogue	DM0097-Red	Rogue Individual Mat 72" x 36" Red	8	$95.00	$760.00	Ships in 7-10 Days
	GORUCK	GR0022-30	GORUCK - Ruck Plate - 30 LB	8	$110.00	$880.00	
	GORUCK	GR0050	GORUCK - Padded Hip Belt 2.0 - Black - Standard	8	$35.00	$280.00	
	GORUCK	GR0143-BORG-20	Rucker 4.0 20L - Black w/ Orange Interior	8	$255.00	$2,040.00	
	Rogue	IP0491	Rogue Home Timer 2.0	4	$147.25	$589.00	
	Rogue	IP0895-2	Rogue ECHO Bike v3.0 - 2 Pack	2	$1,645.00	$3,290.00	
	Rogue	IP0917	Rogue Echo Rower v1.1	4	$895.00	$3,580.00	
	Rogue	KRP51	Rogue Battle Rope	4	$139.99	$559.96	
339920S	Rogue	MEI0001-55	1-3mm 55# Crumb Rubber (Boxed / Labeled)	16	$36.84	$589.44	
	Rogue	TQ0003	TANK™ M4 Push Sled	4	$1,599.00	$6,396.00	
	Rogue	TQ0006	TANK™ Tow Rope	4	$119.00	$476.00	
	Rogue	TQ0010	TANK™ Strap/Harness Tow Kit for M4/MX	4	$109.00	$436.00	
	5.11 Tactical	5T0002	5.11 TacTec Plate Carrier Vest - Navy	12	$206.94	$2,483.28	
339920S	Rogue	RA0794-BLACK-MG	Rogue 8.75lb Weight Vest Plate Pair (MG Black)	8	$73.63	$589.04	
339920S	Rogue	RA0795-2035C-MG	Rogue 5.75lb Weight Vest Plate Pair (MG Rogue Red)	4	$55.92	$223.68	

ROGUE®

QUOTE: #173930 VERSION: 23

614-358-6190
team@roguefitness.com
545 E. 5th Ave
Columbus, OH 43201 United States

SIN	Brand	SKU	Item Description	QTY	Price	Total	Details
	Rogue	HB0003	#3 RF - Light - Green 1 1/8" (Single)	8	$21.85	$174.80	
	Rogue	HB0004	#4 RF Average - Black 1 3/4" (Single)	8	$26.88	$215.04	
	Rogue	HB0009	RF Pullup Package 2	4	$67.45	$269.80	
	Rogue	TP0006	Trigger Point The Grid Black	8	$35.51	$284.08	
	Rogue	RA2210-L	Rogue Sandbag 2.0 - Large	8	$223.25	$1,786.00	
	Rogue	RA2210-M	Rogue Sandbag 2.0 - Medium	8	$194.75	$1,558.00	

ROGUE®

QUOTE: #173930 **VERSION: 23**

614-358-6190
team@roguefitness.com
545 E. 5th Ave
Columbus, OH 43201 United States

Notes:
FTL; ECHO - No Liftgate (2) Trucks; Ships in 6-8 Weeks

Terms:
GSA Contract Number GS-03F-0091W
Unique Entity Identifier (UIE) L2SQG6N83MM3
CAGE Code 522L1
Tax ID 26-2409457
SIN 339920S

* Shipping quotes are only valid for 24 hours
* All previous versions of this form are obsolete
* Please ensure the items and quantities on this quote are correct prior to placing your order
* Custom products require review and approval by the Rogue creative team and may require modifications to be manufactured.
* 100% Due Upon Order unless otherwise Agreed Upon
* All POs are processed with Net 30 terms starting the date the order ships. POs over $25,000 will require a 50 % deposit to initiate the order. The remaining 50 % of the balance will have Net 30 terms * * starting the date the order ships.* * If any invoiced amount is not received by the due date, then without limiting Rogue's rights or remedies, (a) out standing amounts will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum permitted by law, whichever is lower, and / or (b) future orders may be conditioned with a reduction or elimination of terms.
* Upon confirmation of this Order, and/or acceptance of the ordered product(s), you hereby agree to these credit terms.

R E S O L U T I O N 2025-56

WHEREAS, the GIFD sought to upgrade their inventory of exercise equipment; and

WHEREAS, council gave approval to apply for, and accept, an Assistance to Firefighter Grant; and

WHEREAS, GIFD was awarded a grant in the amount of $85,131.81; and

WHEREAS, an internal committee recommend purchase of the majority of the equipment from Rogue Fitness of Columbus, Ohio; and

WHEREAS, Rogue Fitness's quote for the exercise equipment was $99,452.15; and

WHEREAS, a quote from Rogue Fitness was obtained using the General Services Administration (GSA) buying group.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Fire Department purchase of exercise equipment from Rogue Fitness is hereby approved; and that the City Clerk shall store, retain, and make available for access all related and herein referenced documents as contracts and agreements are retained.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2025.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 7.f.

Subject: #2025-57 - Approving Proposal for Platte Generating Station Pulse Jet Fabric Filter Restoration

Staff Contact: Ryan Schmitz

BACKGROUND:

The City of Grand Island Utilities Department publicly requested proposals to provide services and materials to restore the pulse jet fabric filter at Platte Generating Station. Platte Generating Station uses a steam generator powered by coal combustion to generate power. The Medium Pressure Pulse Jet Fabric Filter System is provided to remove particulate matter which is contained in the flue gas stream. Filter bags are hung vertically from a horizontal tube sheet in each fabric filter compartment. Gas flows into each filter compartment below the tube sheet, through the bag walls to the inside of the bags leaving the collected particulate material on the outside surface. The filtered gas flows up the length of the bags, through the tube sheet and exits the filter compartment. The filter bags are kept open by internally mounted support cages.

Over time, the bags deteriorate and are no longer suitable for use. Plant staff periodically tests the bags to monitor the deterioration of the system's performance. The service life of the current bags has been 10 years. The anticipated life of the bags during commissioning was 5 years. With the current bags doubling their anticipated life, plant staff recommends replacing the current bag filters to restore system performance.

DISCUSSION:

The request for proposal to provide services and materials required to restore the pulse jet fabric filter at Platte Generating Station was sent to three potential bidders and publicly advertised in accordance with the City Purchasing Code. Three proposals to complete the project using the engineering, procurement and construction process were received.

BWF Environmental, Hebron, Kentucky

Micronics Engineered Filtration Group, Chattanooga, Tennessee

Universal Blastco, Sumter, South Carolina

Using the Utility Department's established evaluation criteria, which included planning, safety, schedule, pricing, experience, exceptions to the specification, and company terms these proposals were reviewed by Department Engineering Staff. A tabulation of the evaluation factors has scored Micronics Engineered Filtration Group the highest.

FISCAL IMPACT:

$1,356,116.14 which is less than the estimate of $1,400,000. This is being ordered now because of long lead times to deliver. At most, 10% of the cost would come from FY25 budget, with the rest coming from the FY26 budget.

ALTERNATIVES:

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

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

RECOMMENDATION:

City Administration recommends that the Council award the Proposal for the Platte Generating Station Pulse Jet Fabric Filter Restoration to Micronics Engineered Filtration Group of Chattanooga, Tennessee as the best evaluated proposal, with a proposal price of $1,356,116.14.

SAMPLE MOTION:

Move to approve the proposal from Micronics Engineered Filtration Group of Chattanooga, Tennessee, in the amount of $1,356,116.14 for the Platte Generating Station Pulse Jet Fabric Filter Restoration as submitted.

ATTACHMENTS:

1. Resolution

R E S O L U T I O N 2025-57

WHEREAS, the City of Grand Island invited sealed proposals for Platte Generating Station Pulse Jet Fabric Filter Restoration, according to plans and specifications on file with the Utilities Department; and

WHEREAS, Micronics Engineered Filtration Group of Chattanooga, Tennessee, submitted a proposal in accordance with the terms of the advertisement of proposal and plans and specifications and all other statutory requirements contained therein, such proposal being in the amount of $1,356,116.14; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Micronics Engineered Filtration Group in the amount of $1,356,116.14, for Platte Generating Station Pulse Jet Fabric Filter Restoration, is hereby approved as the lowest responsible proposal.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 7.g.

Subject: #2025-58 - Approving Bid Award for South Locust Street Paving Improvements- Wood River Diversion Bridge Repair; Project No. 2023-P-9A

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

---

BACKGROUND: On January 31, 2025 the Engineering Division of the Public Works Department advertised for bids for South Locust Street Paving Improvements- Wood River Diversion Bridge Repair; Project No. 2023-P-9A. There were twenty-three (23) potential bidders for this project.

DISCUSSION: Three (3) bids were received and opened on February 18, 2025. The bids submitted are in compliance with the contract, plans and specifications. A summary of the bids is shown below.

BIDDER	EXCEPTIONS	BID AMOUNT
General Excavating, LLC of Lincoln, NE	None	$432,587.50
JMN Construction, LLC of Valley, NE	None	$456,483.00
The Diamond Engineering Company of Grand Island, NE	None	$602,978.10

The engineer's estimate for the South Locust Street Paving Improvements- Wood River Diversion Bridge Repair; Project No. 2023-P-9A was $383,000.00. With bids coming in over the estimate, an evaluation of bid items and scope of the project were conducted. Upon such, it was determined that reducing the scope of the project is not applicable for this work. The largest discrepancy in the project estimate was for the proposed asphalt surfacing work. The estimate assumed prices for the asphaltic surfacing portion of this project to be similar to what the city has received on past annual resurfacing projects. Due to the small quantity and the required precision of the leveling course of asphalt, the unit prices received for this item were over 4 times the estimated amount. This line item alone pushed the project cost over the estimate. Staff considers the received bids to be fair and reasonable, as the two (2) lowest

bids are within 5.5% of each other, and recommends proceeding with the work. Funds are available in the FY2025 budget.

FISCAL IMPACT: Funds are available in the approved FY2025 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 awarding the contract for South Locust Street Paving Improvements- Wood River Diversion Bridge Repair; Project No. 2023-P-9A to General Excavating, LLC of Lincoln, Nebraska in the amount of $432,587.50.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:
1. General Excavating, LLC Contract
2. Resolution

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____**, 2025**, by and between ***GENERAL EXCAVATING, LLC,*** hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of **South Locust Street Paving Improvements- Wood River Diversion Bridge Repair; Project No. 2023-P-9A**; and

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

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

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

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of ***FOUR HUNDRED THIRTY TWO THOUSAND FIVE HUNDRED EIGHTY SEVEN AND 50/100 DOLLARS ($432,587.50)*** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for incorporation into the work of this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **South Locust Street Paving Improvements- Wood River Diversion Bridge Repair; Project No. 2023-P-9A**.

ARTICLE IV. All contract work shall be substantially completed by August 1, 2025, and ready for final acceptance by August 15, 2025. Substantially complete is defined that all bridge repairs and reconstruction, pavements, and striping is completed and open to traffic. Final acceptance is defined that all items are complete for the project including any final punch list items.

ARTICLE V. It is understood and agreed that time is the essence of the contract. Should the Contractor fail to perform all of the work within the overall period of time stipulated in the Contract Agreement, the Contractor shall pay to the City, as liquidated damages and not as a penalty, **$1,000.00** per **calendar** day of default unless extensions of time granted by the City specifically provide for the waiving of liquidated damages.

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

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

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

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

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

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

ARTICLE XI. INDEMNIFICATION: Bidder does hereby covenant and agree to indemnify, defend and hold harmless the City of Grand Island, their officers, directors, employees, agents and representatives, from and against all claims, demands, losses, suits, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any claim, demand or judgment for property loss or damage (including loss of use of the Facilities), and/or personal injury, including death, arising out of the Products and Services furnished hereunder by Bidder and Bidder's Personnel except to the extent same is caused by the negligence or reckless conduct of City or its employees or agents.

City is not responsible for any equipment, furnishings, supplies or other property or products owned by Bidder and used or stored at the Facilities, nor is it responsible for damage resulting from power failure, flood, fire, explosion or other similar causes.
The provisions requiring the furnishing of personal injury liability or property damage liability insurance shall not be construed to affect or impair the generality of the forgoing.
The successful Bidder shall represent and warrant in the contract that the components of this RFP to be purchased for the Facilities shall not violate or infringe upon any patent, copyright, trademark, trade secret or other intellectual or proprietary right of any third party. The Bidder shall agree to defend, protect and hold harmless City and its related parties from and against any and all liabilities, actions, losses, awards, damages, costs, claims or expenses including reasonable attorneys' fees incurred by them as a result of any claim that the components of this RFP to be purchased for the Facilities are illegal or infringe upon any third party patent, copyright, trademark, trade secret or other intellectual or proprietary right.

ARTICLE XII. FEDERAL FUNDING CONFLICT OF INTEREST:

(1) The contractor, subcontractor, employee, or consultant has certified that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest (see FAR subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

(i) Unequal access to information—A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.

(ii) Biased ground rules—A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) Impaired objectivity—A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if “impaired objectivity”, or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the contracting officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to $5000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

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

GENERAL EXCAVATING, LLC

By _____ Date_____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

_____ Date _____
Attorney for the City

APPENDIX A – TITLE VI NON-DISCRIMINATION -

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

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

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

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

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

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

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

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

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

R E S O L U T I O N 2025-58

WHEREAS, the City of Grand Island invited sealed bids South Locust Street Paving Improvements- Wood River Diversion Bridge Repair; Project No. 2023-P-9A, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on February 18, 2025 bids were received, opened, and reviewed; and

WHEREAS, General Excavating, LLC of Lincoln, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of $432,587.50; and

WHEREAS, funds are available in the Fiscal Year 2024/2025 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of General Excavating, LLC of Lincoln, Nebraska in the amount of $432,587.50 for South Locust Street Paving Improvements- Wood River Diversion Bridge Repair; Project No. 2023-P-9A is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 7.h.

Subject: #2025-59 - Approving Caterpillar D7 Low Ground Pressure Waste Handler Arrangement Dozer Comprehensive Maintenance- FY2025 for the Solid Waste Division of the Public Works Department

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

---

BACKGROUND: On January 31, 2025 the Solid Waste Division of the Public Works Department advertised for bids for maintenance on one (1) 2022 Caterpillar D7 Low Ground Pressure Waste Handler Arrangement Dozer. The bid solicitation was sent to five (5) potential bidders.

The Solid Waste Division budgeted for maintenance on the 2022 Caterpillar D7 Low Ground Pressure Waste Handler Arrangement Dozer, which consists of:

- Replacing all lower track rollers with new parts using all new hardware
- Replacing both left and right track link assemblies with new parts and hardware (existing track shoes to be reused)
- Replacing drive sprockets with new sprocket segments using all new hardware
- Replacing all track idlers with new parts
- Replacing right carrier roller
- Inspecting and lubricating pivot shaft and equalizer bar
- Removing, cleaning, flushing, pressure testing, repairing as necessary, and rein-stalling engine coolant radiator
- Inspecting and replacing seals on left rear final drive
- Replacing right side glass (Part #470-0006)
- Repairing hydraulic hose guarding for dozer tilt lines (Part #539-9037 cannot currently be bolted down properly)
- Cleaning out debris from under engine and transmission; inspecting for leaks or damage
- Reassembling undercarriage and adjusting track to proper tension

This dozer is a front-line piece of equipment that is utilized on a daily basis for pushing and spreading waste at the landfill.

DISCUSSION: One (1) vendor submitted a bid on February 18, 2025 for the maintenance on one (1) 2022 Caterpillar D7 Low Ground Pressure Waste Handler Arrangement Dozer. Such bid, from NMC CAT of Doniphan, Nebraska in the amount of $101,987.40, is considered to be fair and reasonable, as it is below the project estimate.

FISCAL IMPACT: Funds are available in the approved FY2025 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

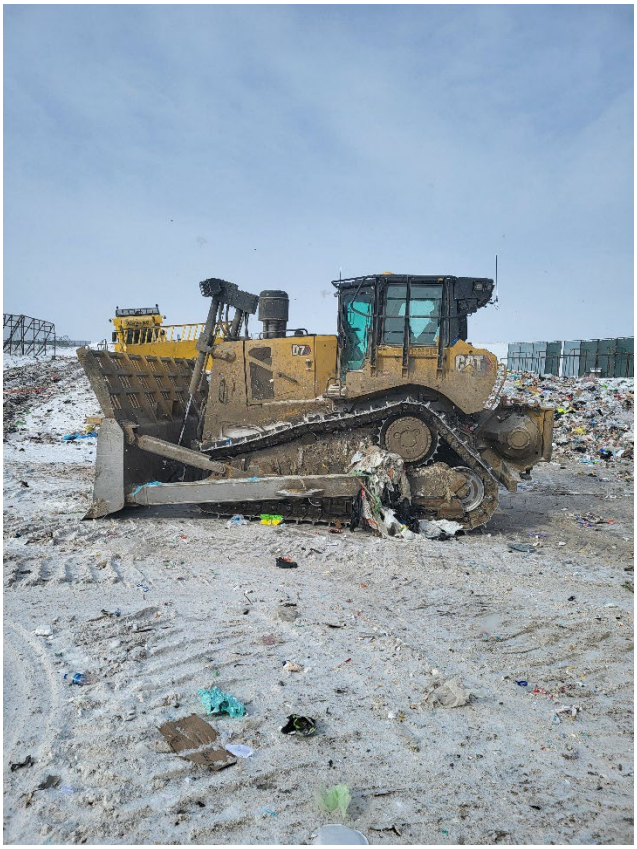
RECOMMENDATION: City Administration recommends that the Council approve the bid from NMC CAT of Doniphan, Nebraska in the amount of $101,987.40 for the maintenance on one (1) 2022 Caterpillar D7 Low Ground Pressure Waste Handler Arrangement Dozer for the Solid Waste Division of the Public Works Department.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:
1. Caterpillar D7 Pictures
2. Resolution


D7




D7
CAT

R E S O L U T I O N 2025-59

WHEREAS, on January 31, 2025 the Solid Waste Division of the Public Works Department advertised for bids for maintenance on one (1) 2022 Caterpillar D7 Low Ground Pressure Waste Handler Arrangement Dozer; and

WHEREAS, the Solid Waste Division budgeted for maintenance on the 2022 Caterpillar D7 Low Ground Pressure Waste Handler Arrangement Dozer in FY 2024/2025; and

WHEREAS, this dozer is a front-line piece of equipment that is utilized on a daily basis for pushing up waste at the landfill; and

WHEREAS, one (1) vendor submitted a bid on February 18, 2025 for the maintenance on one (1) 2022 Caterpillar D7 Low Ground Pressure Waste Handler Arrangement Dozer; and

WHEREAS, such bid, from NMC CAT of Doniphan, Nebraska in the amount of $101,987.40, is considered to be fair and reasonable, as it is below the project estimate.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid from NMC CAT of Doniphan, Nebraska for maintenance on the 2022 Caterpillar D7 Low Ground Pressure Waste Handler Arrangement Dozer is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2025.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 7.i.

Subject: #2025-60 - Approving Bid Award for Road Gravel 2025

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

---

BACKGROUND: Gravel is placed by the Streets Division on gravel roads typically once every two years or as needed. The need for gravel can vary based on traffic volumes, weather, or construction activities.

Bids were advertised on February 4, 2025 and sent to three (3) potential bidders.

DISCUSSION: Three (3) bids were received and opened on February 18, 2025.

Bidder	Exceptions	Bid Price
Island Landhandlers of Grand Island, NE	None	$14.00 per ton
Hooker Bros Sand and Gravel, Inc. of Grand Island, NE	None	$15.00 per ton
Lyman Richey Corp of Omaha, NE	None	$15.00 per ton

Public Works has reviewed all bids and determined the lowest, responsible bid that meets the specifications is Island Landhandlers in the amount of $14.00 per ton of road gravel.

FISCAL IMPACT: Funds are available in the approved FY2025 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 Road Gravel 2025 to Island Landhandlers of Grand Island, Nebraska.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Island Landhandlers Contract
2. Resolution

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between **ISLAND LANDHANDLERS**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for furnishing of **Road Gravel for 2025**; and

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

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

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

ARTICLE II. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum of ***Fourteen and 00/100 Dollars per ton, $14.00/ton*** **for Road Gravel** for all services, materials and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Road Gravel for 2025**.

ARTICLE IV. That the Contractor shall start work as soon as possible after the contract is signed, and that the terms of the contract shall expire **December 31, 2025**.

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

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

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

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

ISLAND LANDHANDLERS

By _____ Date _____

Title _____

CITY OF GRAND ISLAND NEBRASKA

By _____ Date _____
Mayor

Attest _____
City Clerk

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

_____ Date _____
Attorney for the City

APPENDIX A – TITLE VI NON-DISCRIMINATION -

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

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

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

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

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

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

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

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

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

R E S O L U T I O N 2025-60

WHEREAS, the City of Grand Island invited sealed bids for furnishing Road Gravel for 2025, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on February 18, 2025 bids were received, opened and reviewed; and,

WHEREAS, Island Landhandlers of Grand Island, Nebraska submitted the lowest responsible bid that meets the bid specifications for Road Gravel 2025 in the amount of $14.00 per ton.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the bid from Island Landhandlers for road gravel purchased in the 2025 calendar year, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 7.j.

Subject: #2025-61 - Approving Designation of Single Source Provider for Yunex Traffic Signal Controllers & Related Products

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

---

BACKGROUND: Traffic Signal Controllers are the “brains” of the traffic signal that manage the flow of traffic through timing programs and various inputs received from the traffic detectors. Through various outputs, the controller directs the traffic signal on which indication (red, yellow, green, etc) should be shown including pedestrian walk/don’t walk indications.

These components are vital to the operation of traffic signals and require all other components of and within the signal cabinet be compatible in terms of input/output language and port connections. The specificity of these controllers is also crucial to ensure they can be programmed with our current signal timing software (Tactics), tested with our bench testing equipment, and maintained by the Traffic Signal Technicians that have received distinctive training and experience with them.

Most of Grand Island’s 81 traffic signal intersections are outfitted with an old standard controller that has been phased out of production. At that time, a new standard controller was determined based on compatibility with existing equipment in lieu of replacing all the necessary hardware and software for the entire signal network. To date there are 17 signal intersections that have been updated with new controllers. These updates occur typically when a new cabinet is installed, either due to age, a knockdown, or installed with a new signal.

Until recently the old standard controllers were still able to be repaired but that is now being phased out as well. Basically, making these controllers obsolete both in terms of maintenance and programmability.

Options to replace the obsolete controllers include sticking with the already identified new standard that can meet the backward and upward compatibility specifications for our existing signal cabinets or moving to an entirely new brand and replacing all hardware and software

required in our signal network. The second option would be cost prohibitive since it would require replacing any cabinet components that were not compatible including the 17 that have already been updated, replacing existing signal timing software, replacing all stand-by controllers, replacing testing equipment, and investing in new training for the Traffic Signal Technicians.

Therefore, the Streets Division has planned a traffic signal controller replacement program to update the obsolete controllers with the new standard. This program involves the following:

-Approx. five (5) of the outdated controllers would be upgraded each year (budget allowing). Selection of the locations will be based on traffic volumes at that intersection and condition of the existing controller.

-Any old standard controller that fails will be replaced with a new standard controller.

-Any new signal cabinet will be required to have the new standard controller (this has been enacted since the old controllers went out of production).

DISCUSSION: The controllers required by the City of Grand Island Streets Division are manufactured by Yunex Traffic which has the exclusive rights of patent, trademark, and ownership. Yunex traffic has advised the single distributor authorized to sell, service, and provide repairs for Yunex Traffic traffic control products in Nebraska is Mobotrex of Davenport, IA.

The Streets Division of Public Works is requesting that Mobotrex of Davenport, IA be designated as the single source provider for purchasing, servicing, and repairing Yunex Traffic traffic control products.

FISCAL IMPACT: Funds are available in the approved FY2025 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 designation of Mobotrex of Davenport, IA as the single source provider for purchasing, servicing, and repairing Yunex Traffic traffic control products.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Resolution

R E S O L U T I O N 2025-61

WHEREAS, the Streets Division of Public Works has specifications for traffic signal controllers and related products that are required for system compatibility; and

WHEREAS, Yunex Traffic manufactures the traffic signal controllers and related products that meet these specifications; and

WHEREAS, Yunex Traffic has designated Mobotrex of Davenport, IA as the single distributor authorized to sell, service, and provide said traffic control products in Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Mobotrex of Davenport, IA is hereby designated the single source provider for purchasing, servicing, and repairing Yunex Traffic control products.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 7.k.

Subject: #2025-62 - Approving Moser Subdivision

Staff Contact: Rashad Moxey

BACKGROUND: This property was originally a school site. It has always been a separate parcel described by metes and bounds. The proposed changes would increase the size of the property from approximately 1 acre to 1.5 acres.

DISCUSSION: Over the years the two property owner believed that the fences around this property were the property lines. A recent survey shows that to be untrue. The actual deeded property is less than what is encompassed by the fence and the well for the house is on the property outside of the recorded legal. The owners are working together to fix this issue and the owner of the house (old school site) is purchasing a small amount of property from the neighbor. The property is in the jurisdiction of the city of Grand Island and is zoned AG-2 Secondary Agricultural Zone.

FISCAL IMPACT: There is no fiscal impact.

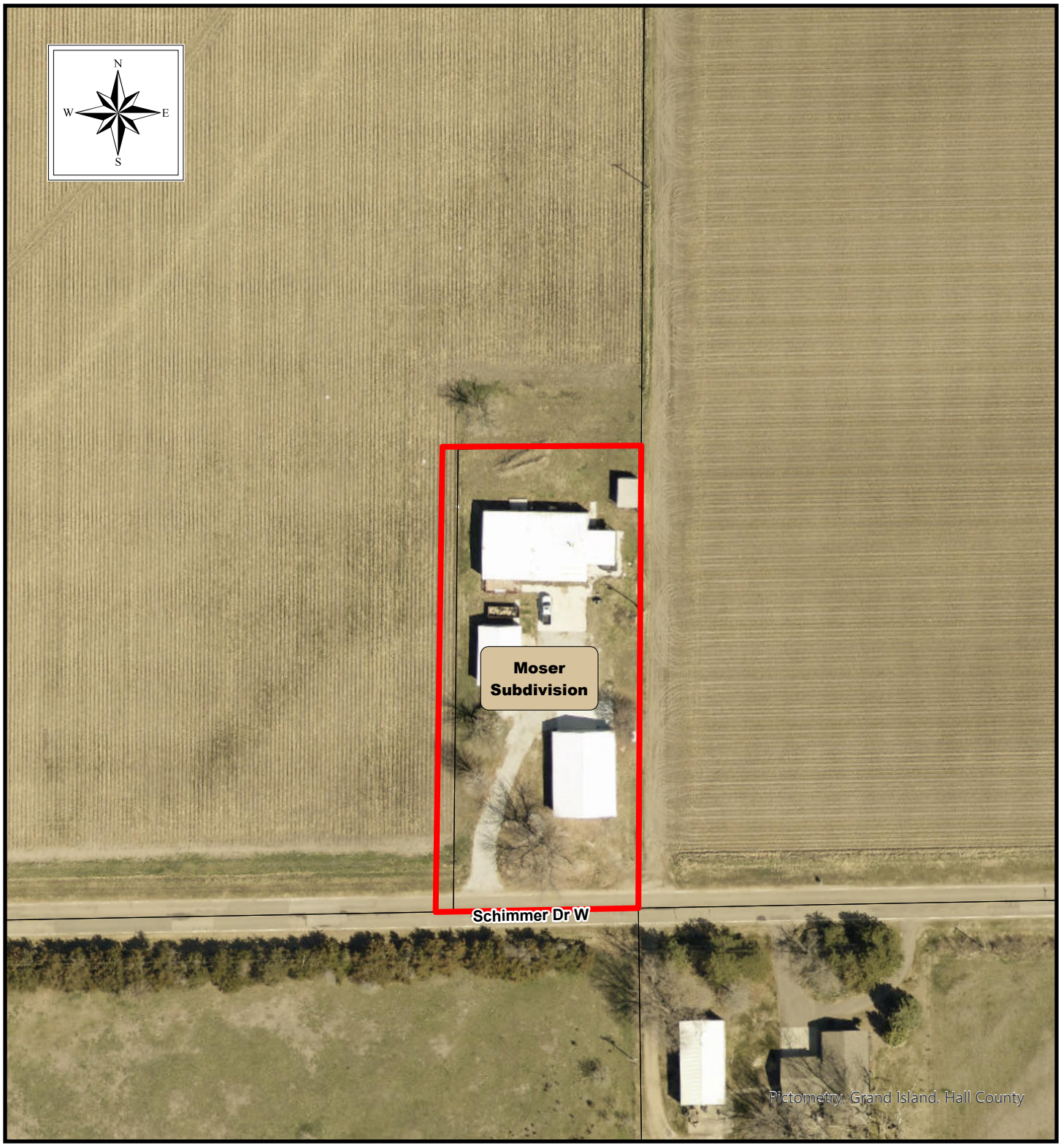
ALTERNATIVES: Approve the Subdivision
Deny the Subdivision

RECOMMENDATION: Approve the Subdivision and authorize the Mayor to sign the plat and subdivision agreement.

SAMPLE MOTION: Move to approve Resolution #2025-62

ATTACHMENTS:
1. Aerial Map
2. Plat
3. Application
4. Agreement
5. Resolution

PROPOSED SUBDIVISION
AERIAL MAP



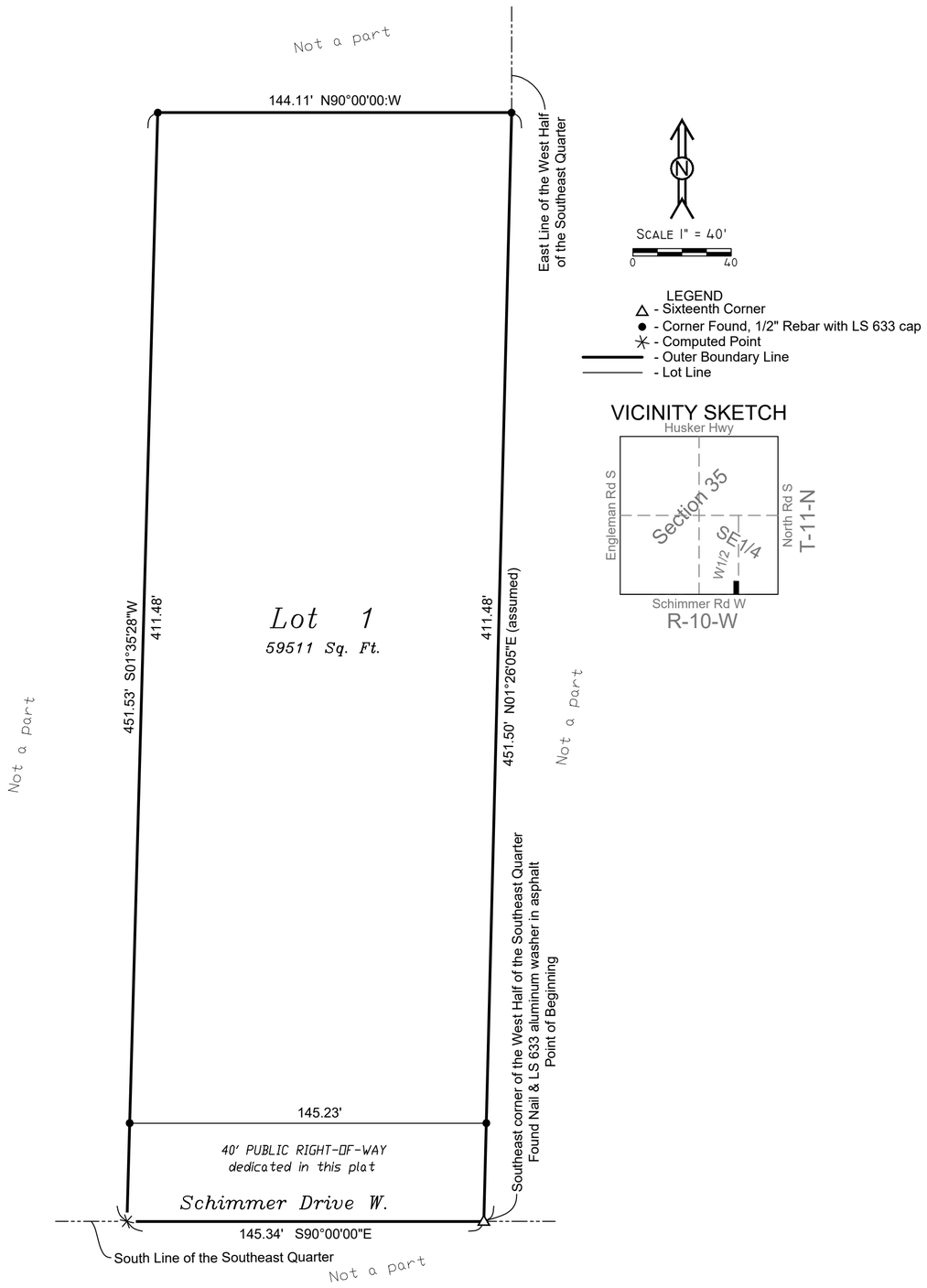
THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska

100
Feet

MOSER SUBDIVISION

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER (W1/2 SE1/4) OF SECTION 35, TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA

Final Plat



LEGEND
- △ - Sixteenth Corner
- ● - Corner Found, 1/2" Rebar with LS 633 cap
- ✳ - Computed Point
- Outer Boundary Line
- Lot Line

VICINITY SKETCH

Outer Boundary Description

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER (W1/2 SE1/4) OF SECTION 35, TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER (W1/2 SE1/4) OF SECTION 35, SAID POINT BEING THE ACTUAL POINT OF BEGINNING, THENCE RUNNING NORTHERLY ALONG AND UPON THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER (W1/2 SE1/4) ON AN ASSUMED BEARING OF N01°26'05"E A DISTANCE OF FOUR HUNDRED FIFTY ONE AND FIFTY HUNDREDTHS (451.50) FEET; THENCE RUNNING WESTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER (W1/2 SE1/4) ON A BEARING OF N90°00'00"W A DISTANCE OF ONE HUNDRED FORTY FOUR AND ELEVEN HUNDREDTHS (144.11) FEET; THENCE RUNNING SOUTHERLY ON A BEARING OF S01°35'28"W A DISTANCE OF FOUR HUNDRED FIFTY ONE AND FIFTY THREE HUNDREDTHS (451.53) FEET TO A POINT ON THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER (W1/2 SE1/4); THENCE RUNNING EASTERLY ALONG AND UPON SAID SOUTH LINE ON A BEARING OF S90°00'00"E A DISTANCE OF ONE HUNDRED FORTY FIVE AND THIRTY FOUR HUNDREDTHS (145.34) FEET TO THE ACTUAL POINT OF BEGINNING

SURVEYORS CERTIFICATE

I hereby certify that on December 20, 2024, I completed an accurate survey of the property shown in this subdivision plat as a part part of the West Half of the Southeast Quarter (W1/2 SE1/4) of Section 35, Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, Hall County, Nebraska; that in that survey I set the 1/2" rebars shown as found for this document as the new lot corners and that the other property monuments shown on this plat were set by me in the completion of that survey; that the measurements as shown on this plat are accurate and that said survey was done with reference to those recorded monuments. I affix my seal in certification of to this document.

_____
Paul F. Grabowski, Nebraska Licensed Surveyor # 633

DEDICATION

Know all men by these presents that Aaron J. Moser, owner of the land describe hereon, has caused same to be surveyed, subdivided, platted and designated as **MOSER SUBDIVISION** a subdivision in Hall County, Nebraska, within the jurisdiction of the City of Grand Isand, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the public road right-of-way for use by the public and that the shown subdivision on this plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietors.

IN WITNESS THEREOF, I have affixed my signature thereto at _____, Nebraska, this _____ day of _____, 2025.

_____
Aaron J. Moser

ACKNOWLEGDEMENT

State of Nebraska)
) SS
County of _____)

On this _____ day of _____, 2025, before me _____(notary Public) Aaron J. Moser, personally appeared before me in person and known to me personally or proven to me through satisfactory evidence of identification, which was _____, to be the person whose name is subscribed to the preceding document, and acknowledged to me that said individual(s) signed it voluntarily for it stated purpose.

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

SEAL

My commission expires _____.

_____
Notary Public

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.

_____ _____ _____
CHAIR PERSON DATE

APPROVED AND ACCEPTED BY THE HALL COUNTY BOARD OF COMMISSIONERS THIS _____ DAY OF _____, 2025.

_____ _____ _____
CHAIR PERSON OF THE BOARD COUNTY CLERK

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND CITY COUNSEL, THIS _____ DAY OF _____, 2025.

_____ _____
MAYOR

_____
CITY CLERK

BASELINE SURVEYING LLC
P.O. Box 273 Aurora, Nebraska 68818-0273
email surveyor28@yahoo.com Phone 402-631-9407

HALL COUNTY REGIONAL PLANNING COMMISSION
SUBDIVISION APPLICATION

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

Owners Information

Name Aaron J. Moser

Address 4104 W Schimmer Road

City Grand Island, State NE Zip 68803

Phone 402-769-8369

Attach additional information as necessary for all parties listed as an owner on the plat and any other parties such as partners Deed of Trust holders, etc...

All owners, lien holders, etc. will be required to sign the dedication certificate on the final plat. As the applicant for this subdivision I do hereby certify that I have provided complete information regarding the ownership of the property included in this application:

By: _____ Date: 01/16/2025
(Applicant)

Surveyor/Engineers Information

Surveyor/Engineering Firm Baseline Surveying L.L.C.

Address P.O. Box 273

City Aurora, State NE Zip 68818-0273

Phone 402-631-9407

Surveyor/Engineer Name Paul F. Grabowski License Number LS 633

SUBDIVISION NAME: Moser Subdivision

Please check the appropriate location

- [ ] Hall County
- [x] The City of Grand Island or 2-Mile Grand Island Jurisdiction
- [ ] The City of Wood River or 1 Mile Jurisdiction
- [ ] Village of Alda or 1 Mile Jurisdiction
- [ ] Village of Cairo or 1 Mile Jurisdiction
- [ ] Village of Doniphan or 1 Mile Jurisdiction

Please check the appropriate Plat

- [ ] Preliminary Plat
- [x] Final Plat

Number of Lots 1

Number of Acres 1.5

Checklist of things Planning Commission Needs

- [ ] AutoCAD file (Scaled 1:100) and a PDF sent to rashadm@grand-island.com
- [ ] 10 + 15* copies if in City limits or the two mile jurisdiction of Grand Island
- [ ] 5 + 15* copies if in Hall County, City of Wood River, Village of Cairo, Doniphan or Alda.
- [ ] Closure Sheet
- [ ] Utilities Sheet
- [ ] Receipt for Subdivision Application Fees in the amount of $500

*** 15 Pages are to be printed on 11X17, larger sizes maybe requested if needed**

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.

HALL COUNTY REGIONAL PLANNING COMMISSION
SUBDIVISION APPLICATION

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

Owners Information

Name Aaron J. Moser

Address 4104 W Schimmer Road

City Grand Island, State NE Zip 68803

Phone 402-769-8369

Attach additional information as necessary for all parties listed as an owner on the plat and any other parties such as partners Deed of Trust holders, etc...

All owners, lien holders, etc. will be required to sign the dedication certificate on the final plat. As the applicant for this subdivision I do hereby certify that I have provided complete information regarding the ownership of the property included in this application:

By: _____ Date: 01/16/2025
(Applicant)

Surveyor/Engineers Information

Surveyor/Engineering Firm Baseline Surveying L.L.C.

Address P.O. Box 273

City Aurora, State NE Zip 68818-0273

Phone 402-631-9407

Surveyor/Engineer Name Paul F. Grabowski License Number LS 633

SUBDIVISION NAME: Moser Subdivision

Please check the appropriate location

- [ ] Hall County
- [x] The City of Grand Island or 2-Mile Grand Island Jurisdiction
- [ ] The City of Wood River or 1 Mile Jurisdiction
- [ ] Village of Alda or 1 Mile Jurisdiction
- [ ] Village of Cairo or 1 Mile Jurisdiction
- [ ] Village of Doniphan or 1 Mile Jurisdiction

Please check the appropriate Plat

- [ ] Preliminary Plat
- [x] Final Plat

Number of Lots 1

Number of Acres 1.5

Checklist of things Planning Commission Needs

- [ ] AutoCAD file (Scaled 1:100) and a PDF sent to rashadm@grand-island.com
- [ ] 10 + 15* copies if in City limits or the two mile jurisdiction of Grand Island
- [ ] 5 + 15* copies if in Hall County, City of Wood River, Village of Cairo, Doniphan or Alda.
- [ ] Closure Sheet
- [ ] Utilities Sheet
- [ ] Receipt for Subdivision Application Fees in the amount of $500

*** 15 Pages are to be printed on 11X17, larger sizes maybe requested if needed**

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.

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

MOSER SUBDIVISION

Lot 1

In the City of Grand Island, Hall County Nebraska

The undersigned, ARON J. MOSER and JEFFERY L. SCHIMMER, 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:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER (W1/2 SE1/4) OF SECTION 35, TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER (W1/2 SE1/4) OF SECTION 35, SAID POINT BEING THE ACTUAL POINT OF BEGINNING, THENCE RUNNING NORTHERLY ALONG AND

UPON THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER (W1/2 SE1/4) ON AN ASSUMED BEARING OF N01°26'05"E A DISTANCE OF FOUR HUNDRED FIFTY ONE AND FIFTY HUNDREDTHS (451.50) FEET; THENCE RUNNING WESTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER (W1/2 SE1/4) ON A BEARING OF N90°00'00"W A DISTANCE OF ONE HUNDRED FORTY FOUR AND ELEVEN HUNDREDTHS (144.11) FEET; THENCE RUNNING SOUTHERLY ON A BEARING OF S01°35'28"W A DISTANCE OF FOUR HUNDRED FIFTY ONE AND FIFTY THREE HUNDREDTHS (451.53) FEET TO A POINT ON THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER (W1/2 SE1/4); THENCE RUNNING EASTERLY ALONG AND UPON SAID SOUTH LINE ON A BEARING OF S90°00'00"E A DISTANCE OF ONE HUNDRED FORTY FIVE AND THIRTY FOUR HUNDREDTHS (145.34) FEET TO THE ACTUAL POINT OF BEGINNING;

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 MOSER 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 MOSER 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 Schimmer Drive where it abuts the subdivision.

2. **Water**. Public water supply is not available to the subdivision. Therefore, individual water well systems shall be permissible on an initial basis. The Subdivider waives the right to protest the creation of any future water district within or abutting the subdivision.

3. **Sanitary Sewer**. Public sanitary sewer main is not available to the subdivision; therefore individual systems shall be permissible on an initial basis. However, the Subdivider waives the right to protest the creation of a sanitary sewer district within or abutting the subdivision.

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

5. **Sidewalks.** Immediate sidewalk construction adjacent to Schimmer Drive

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 MOSER 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.

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 _____, 2025.

By: _____
Aaron J. Moser, Subdivider

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Aaron J. Moser 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: _____

By: _____
Jeffery L. Schimmer, Subdivider

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jeffery L. Schimmer 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 _____, 2025, 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 2025-____, 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 2025-62

WHEREAS know all men by these presents, that Aaron J. Moser and Jeffery L. Schimmer, owner of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "MOSER SUBDIVISION", Part of the West Half of the Southeast Quarter (W ½ , SE ¼) of Section 35, Township Eleven (11) North, Range (10) West of the 6th P.M., 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, R.R.S. 1943; and

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

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

BE IT FURTHER RESOLVED that the final plat of MOSER 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, February 25, 2025.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 7.I.

Subject: #2025-63 - Approving Grace Lutheran Second Subdivision

Staff Contact: Rashad Moxey

BACKGROUND: The owners of the property are consolidating multiple tracts and subdividing off a separate building lot from their property located north of Bismark Road and west of Joehnck Road.

DISCUSSION: The proposed plat will create an additional lot near the south east corner of the property. Sewer and water are available to the property. The property is zoned R2 Low Density Residential. The R2 zoning district requires a lot with a minimum size of 6000 square feet. This property will exceed 13,000 square feet.

FISCAL IMPACT: This will create one additional buildable lot. Utilities are available.

ALTERNATIVES: Approve the Subdivision
Deny the Subdivision

RECOMMENDATION: Approve the Subdivision

SAMPLE MOTION: Move to approve Resolution #2025-63 and authorize the Mayor to sign the plat and subdivision agreement

ATTACHMENTS:
1. Aerial Map
2. Plat
3. Application
4. Agreement
5. Resolution


Memorial Dr
Memorial Dr
Meves Ave
Grace Lutheran Church 2nd Subdivision
Meves Ave
Plum Rd
MacArthur Ave
Joehnck Rd
Bismark Rd E
105

GRACE LUTHERAN CHURCH SECOND SUBDIVISION

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

- FINAL PLAT -

OWNER
- GRACE LUTHERAN CHURCH

SUBDIVIDER
- MCHARGUE BUILDERS

SURVEYOR
- JASNOWSKI SURVEYING LLC

NUMBER OF LOTS
- 2

N

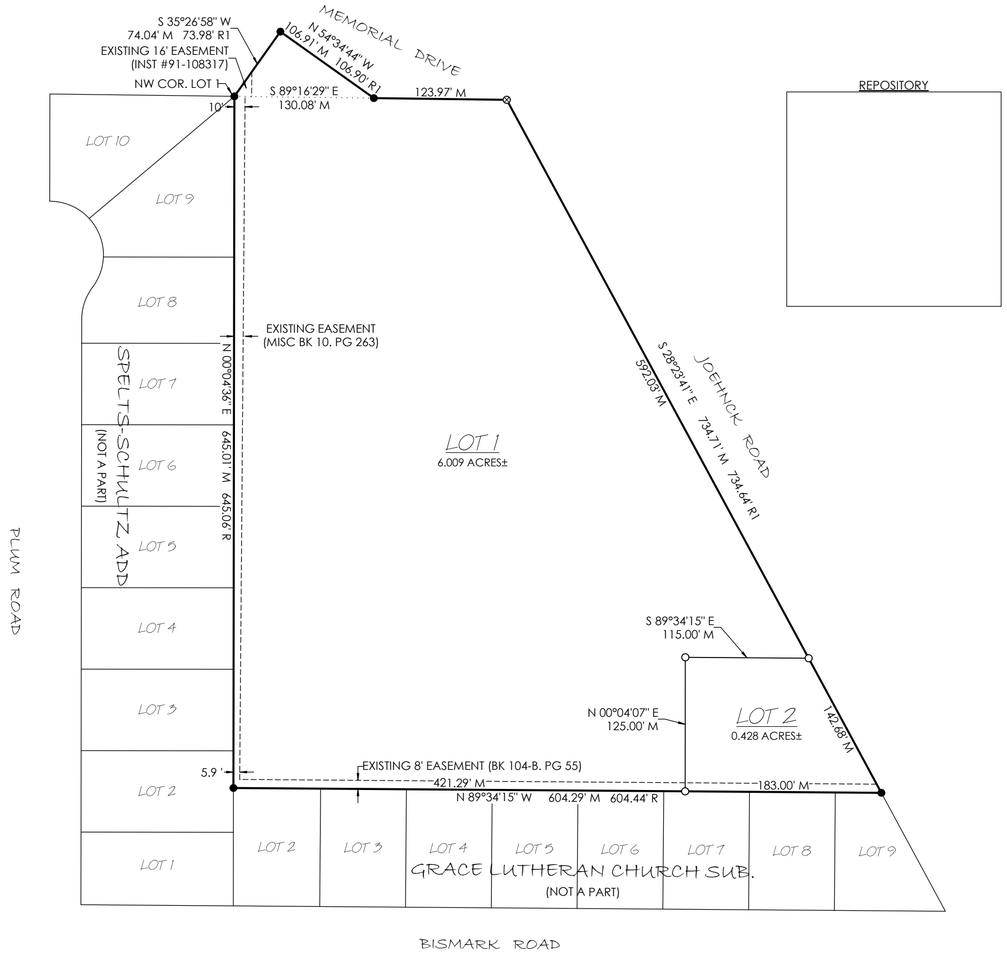
SCALE: 1" = 100'
0' 50' 100'

LEGEND
M = MEASURED DISTANCE
R = RECORDED DISTANCE (LS #45 SURVEY - 07/17/1986)
R1 = RECORDED DISTANCE (LS #192 SURVEY - 08/16/1991)
X = TEMPORARY POINT
O = ⅝" REBAR w/ LS #776 PLASTIC CAP PLACED
⊗ = MAG NAIL w/ LS #776 WASHER PLACED
● = FOUND ½" IRON PIPE

SURVEYOR'S NOTES
- BEARINGS ARE BASED ON THE HALL COUNTY LOW DISTORTION PROJECTION.
- ALL DISTANCES SHOWN ARE REPRESENTED AS GROUND DISTANCES AND IN INTERNATIONAL FEET.

SITUATION SKETCH: NOT TO SCALE





REPOSITORY

LEGAL DESCRIPTION
A tract of land comprising of All of Lot One (1), Grace Lutheran Church Subdivision, City of Grand Island, Hall County, Nebraska AND a part of Memorial Drive lying north of Grace Lutheran Church Subdivision. Said part more particularly described as follows:
Beginning at the northwest corner of Lot 1, Grace Lutheran Church Subdivision; thence S 89°16'29" E on and upon the north line of said Lot 1 a distance of 130.08 feet; thence N 54°34'44" W a distance of 106.91 feet; thence S 35°26'58" W a distance of 74.04 feet to the Point of Beginning.

Said tract contains 6.436 acres more or less.

SURVEYOR'S CERTIFICATE
I, Evan A. Jasnowski, Nebraska Registered Land Surveyor #776, duly registered under the Land Surveyor's Regulation Act, do hereby state that at the request of Jordan McHargue, I have caused to be made a survey of the land depicted on the accompanying plat; that said plat is a true delineation of said survey performed personally or under my direct supervision; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct, and in accordance with the Minimum Standards for Surveys in effect at the time of this survey.

_____ 01/10/2025
Evan A. Jasnowski Date

DEDICATION
KNOW ALL MEN BY THESE PRESENTS, that Grace Lutheran Church, owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "Grace Lutheran Church Second Subdivision", a replat of Lot One (1), Grace Lutheran Church Subdivision, City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the road right-of-way as shown thereon to the public for their use forever, and the easements, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstruction upon, over, along or underneath the surface of such easements; and that foregoing subdivision as more particularly described in the description as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietors.

IN WITNESS WHEREOF, I have affixed my signature hereto at _____, _____, this _____ day of _____, 2025.

_____
Noah Bolin, President, Grace Lutheran Church

ACKNOWLEDGEMENT
State of _____
ss
County of _____

On this, the _____ day of _____, 2025, before me _____, a Notary Public within and for said County, personally appeared Noah Bolin, President of Grace Lutheran Church, owners of the land, to me personally known to be the identical person whose signature is affixed hereto, and that they did acknowledge the execution thereof to be their voluntary act and deed, and that they are empowered to make the above dedication for and in behalf of said "Grace Lutheran Church Second Subdivision ".

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

My commission expires _____.

_____
Notary Public

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

_____ _____
Chairperson Date

Approved and accepted by the City of Grand Island, Nebraska this _____ day of _____, 2025.

_____ _____
Mayor Clerk

PROJECT NUMBER 25-LS-04 - DATE 01/10/2025
DRAWN BY: E.A.J. - CHECKED BY: E.B.J.
1205 1st STREET, AURORA, NE 68818
PHONE: 402-694-8703 - EMAIL: ejasnowski@gmail.com

HALL COUNTY REGIONAL PLANNING COMMISSION
SUBDIVISION APPLICATION

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

Owners Information

Name Grace Lutheran Church (Noah Bolin)

Address 545 E. Memorial Drive

City Grand Island, State NE Zip 68801

Phone (402) 803-4478

Attach additional information as necessary for all parties listed as an owner on the plat and any other parties such as partners Deed of Trust holders, etc...

All owners, lien holders, etc. will be required to sign the dedication certificate on the final plat. As the applicant for this subdivision I do hereby certify that I have provided complete information regarding the ownership of the property included in this application:

By:_____ Date:_____
(Applicant)

Surveyor/Engineers Information

Surveyor/Engineering Firm Jasnowski Surveying LLC

Address 1205 1st Street

City Aurora, State NE Zip 68818

Phone (402) 694-8703

Surveyor/Engineer Name Evan Jasnowski License Number 776

SUBDIVISION NAME: Grace Lutheran Church Second Subdivision

Please check the appropriate location

- [ ] Hall County
- [x] The City of Grand Island or 2-Mile Grand Island Jurisdiction
- [ ] The City of Wood River or 1 Mile Jurisdiction
- [ ] Village of Alda or 1 Mile Jurisdiction
- [ ] Village of Cairo or 1 Mile Jurisdiction
- [ ] Village of Doniphan or 1 Mile Jurisdiction

Please check the appropriate Plat

- [x] Preliminary Plat
- [ ] Final Plat

Number of Lots _____

Number of Acres _____

Checklist of things Planning Commission Needs

- [ ] AutoCAD file (Scaled 1:100) and a PDF sent to rashadm@grand-island.com
- [ ] 10 + 15* copies if in City limits or the two mile jurisdiction of Grand Island
- [ ] 5 + 15* copies if in Hall County, City of Wood River, Village of Cairo, Doniphan or Alda.
- [ ] Closure Sheet
- [x] Utilities Sheet
- [ ] Receipt for Subdivision Application Fees in the amount of $_____

*** 15 Pages are to be printed on 11X17, larger sizes maybe requested if needed**

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.

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

GRACE LUTHERAN SECOND SUBDIVISION

Lots 1 and 2 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, GRACE LUTHERAN CHURCH OWNER, 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 of All of Lot One (1), Grace Lutheran Church Subdivision, City of Grand Island, Hall County, Nebraska and a part of Memorial Drive lying north of Grace Lutheran Church Subdivision. Said part more particularly described as follows: Beginning at the northwest corner of Lot 1, Grace Lutheran Church Subdivision; thence S 89°16'29" E on and upon the north line of said Lot 1 a distance of 130.08 feet; thence N 54°34'44" W a distance of

106.91 feet; thence S 35°26'58" W a distance of 74.04 feet to the Point of Beginning. Said tract contains 6.436 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 GRACE LUTHERAN 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 GRACE LUTHERAN 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 Joehnck Road and Memorial Drive where they abut 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.

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.

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

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

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 GRACE LUTHERAN 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.

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 _____, 2025.

GRACE LUTHERAN CHURCH,
Subdivider

By: _____
Noah Bolin, President, Grace Lutheran Church

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Noah Bolin, President Grace Lutheran Church, 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 Grace Lutheran Church.

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 _____, 2025, 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 2025-____, 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 2025-63

WHEREAS know all men by these presents, that Grace Lutheran Church, owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "GRACE LUTHERAN CHURCH SECOND SUBDIVISION", a tract of land comprising all of Lot One (1), Grace Lutheran Church Subdivision and a part of Memorial Drive lying north of Grace Lutheran Church in the City of Grand Island, Hall County, Nebraska.

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

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

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

BE IT FURTHER RESOLVED that the final plat of GRACE LUTHERAN CHURCH 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, February 25, 2025.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 7.m.

Subject: #2025-64 - Approving Baxter Farms Subdivision

Staff Contact: Rashad Moxey

BACKGROUND: This is an existing farmstead on a tract of 20 acres or more. The owners wish to split the farmstead from the surrounding property.

DISCUSSION: The current regulations allow a farmstead on 20 acres or more that has been in place for at least 10 years to be subdivided from the farm. This farmstead shows up in the 1938 aerial photos so it has been in place for more than 10 years. The property is in the jurisdiction of the city of Grand Island and is zoned AG-2 Secondary Agricultural Zone.

FISCAL IMPACT: There is no fiscal impact.

ALTERNATIVES: Approve the Subdivision
Deny the Subdivision

RECOMMENDATION: Approve the Subdivision

SAMPLE MOTION: Move to Approve Resolution #2025-64 and authorize the Mayor to sign the plat and the subdivision agreement

ATTACHMENTS:
1. Aerial Map
2. Plat
3. Application
4. 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

BAXTER FARMS SUBDIVISION

HALL COUNTY, NEBRASKA
FINAL PLAT

LEGAL DESCRIPTION

A TRACT OF LAND COMPRISING A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 4, T11N, R10W AND ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S01°45'21"E, ALONG THE EAST LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 420.16 FEET; THENCE N89°17'17"W A DISTANCE OF 286.16 FEET; THENCE N02°00'55"W A DISTANCE OF 48.00 FEET; THENCE N45°00'44"W, A DISTANCE OF 82.00 FEET; THENCE N07°05'40"E A DISTANCE OF 93.00 FEET; THENCE N00°54'29"E A DISTANCE OF 217.99 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER; THENCE N89°57'35"E ALONG SAID NORTH LINE A DISTANCE OF 318.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 133854.12 SQUARE FEET OR 3.07 ACRES MORE OR LESS OF WHICH 0.64 ACRES IS NEW DEDICATED ROAD RIGHT OF WAY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2025, I, JESSE E. HURT, A NEBRASKA REGISTERED LAND SURVEYOR NO. 674, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

_____

JESSE E. HURT, REGISTERED LAND SURVEYOR NUMBER, LS-674

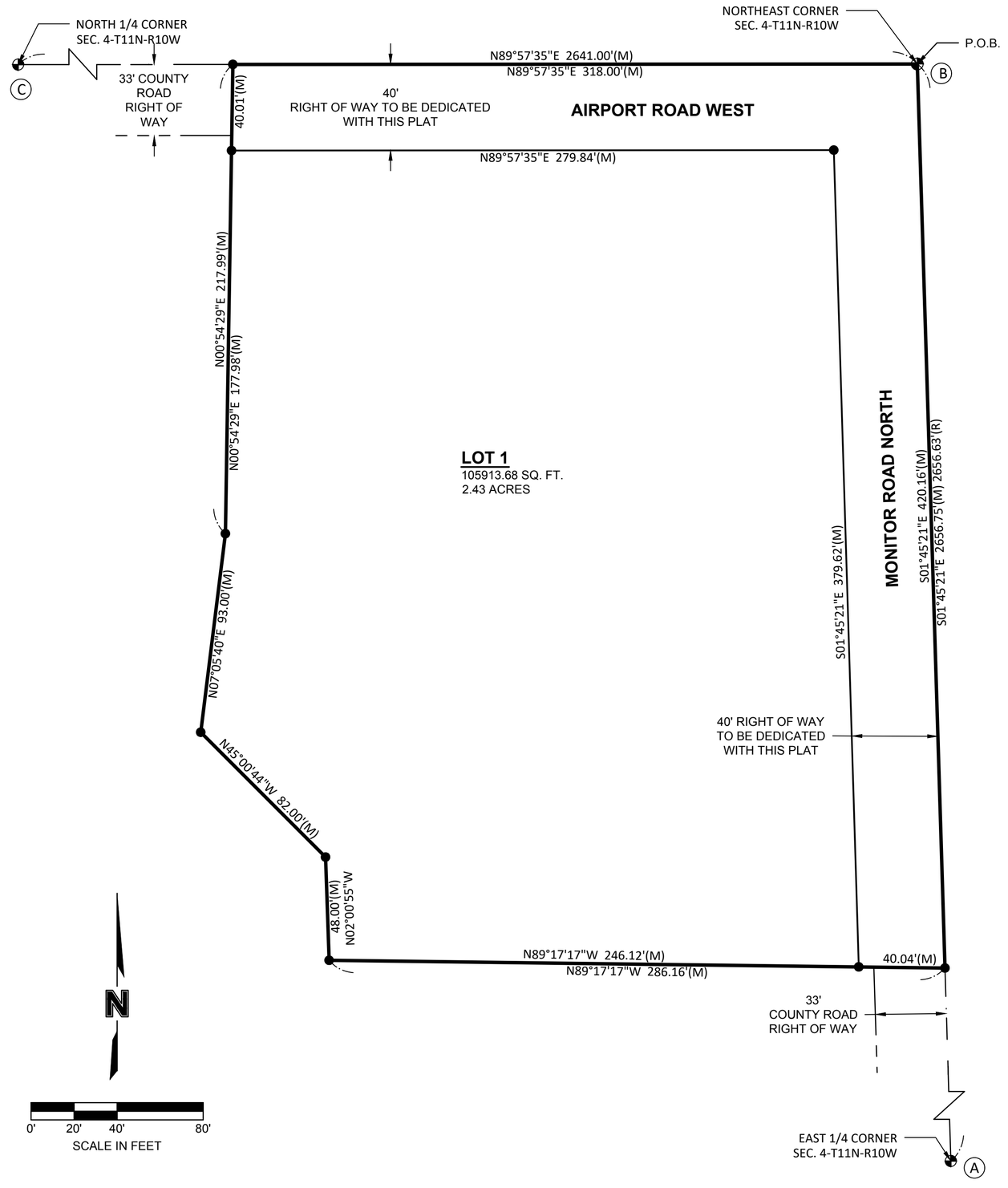
SECTION TIES

(A) EAST 1/4 CORNER, SECTION 4 T11N R10W
FOUND 1/2" PIPE 1.10' BELOW GRAVEL SURFACE AND ON NORTH-SOUTH CENTERLINE COUNTY ROAD
SE 40.95' TO RED HEAD NAIL ON TOP OF FENCE POST
E 31.07' TO RED HEAD NAIL IN POWER POLE
W 51.24' TO SOUTHEAST CORNER OF CONCRETE PAD FOR WELL
SW 39.44' TO TOP CENTER END OF 24" RCP

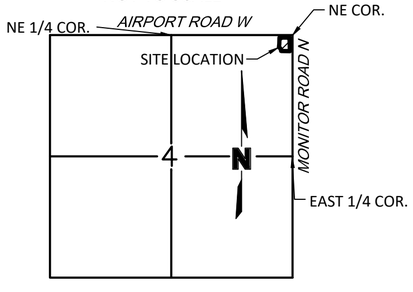
(B) NORTHEAST CORNER, SECTION 4 T11N R10W
FOUND SURVEY SPIKE w/WASHER AT ASPHALT SURFACE
E 3.00' TO CENTERLINE NORTH-SOUTH COUNTY ROAD
SE 47.05' TO MAG NAIL w/WASHER IN POWER POLE
NE 46.47' TO NAIL w/DISC IN POWER POLE
NW 32.18' TO MAG NAIL TOP CENTER /END 24" CMP
SW 46.38' TO MAG NAIL w/WASHER IN GUY POLE

(C) NORTH 1/4 CORNER, SECTION 4 T11N R10W
FOUND SURVEY SPIKE w/WASHER AT ASPHALT SURFACE AND ON CENTERLINE EAST-WEST COUNTY ROAD
SSW 36.16' TO MAG NAIL w/WASHER IN BRACE POST
S 31.99' TO MAG NAIL w/WASHER IN BRACE POST
N 33.99' TO MAG NAIL w/WASHER IN POWER POLE
NE 44.37' TO MAG NAIL w/WASHER IN GUY POLE

SECTION CORNER
SET CORNER (5/8" REBAR W/CAP)
SECTION LINE
PROPERTY LINE
RIGHT OF WAY LINE
M MEASURED DISTANCE
R RECORDED DISTANCE SARGENFREI SURVEY 2013



LOCATION MAP
SEC. 4 T11N-R10W
NOT TO SCALE



olsson
201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750
FAX 308.384.8752

PROJECT NO. 2024-07551
BAXTER FARMS SUBDIVISION
FB

DWG: P:\2024\07551-000000\24-07551\40-Design\Survey\SRVY\Xrefs_X1 OPO_LDP_0240755.dwg USER: dpeters
DATE: Jan 27, 2025 10:51am XREFS: LS674

BAXTER FARMS SUBDIVISION

HALL COUNTY, NEBRASKA

FINAL PLAT

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT MICHAEL BAXTER A SINGLE PERSON; SCOTT BAXTER AND SHERRI BAXTER, HUSBAND AND WIFE; JEFFERY BAXTER AND SUZANNE BAXTER, HUSBAND AND WIFE; AND ELIZABETH BAXTER, A SINGLE PERSON; BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "***BAXTER FARMS SUBDIVISION***" IN PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER: AND 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 _____, 2025. CITY

_____
MICHAEL BAXTER, SINGLE PERSON

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, _____
THIS ____ DAY OF _____, 2025. CITY STATE

_____ _____
SCOTT BAXTER, HUSBAND SHERRI BAXTER, WIFE

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, _____
THIS ____ DAY OF _____, 2025. CITY STATE

_____ _____
JEFFERY BAXTER, HUSBAND SUZANNE BAXTER, WIFE

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, _____
THIS ____ DAY OF _____, 2025. CITY STATE

_____
ELIZABETH BAXTER, SINGLE PERSON

APPROVAL

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 _____ , 2025.

_____
MAYOR

_____
CITY CLERK

APPROVED AND ACCEPTED BY THE HALL COUNTY COMMISSIONERS
THIS ____ DAY OF _____ , 2025.

_____ _____
CHAIRMAN COUNTY CLERK

ACKNOWLEDGMENT

STATE OF NEBRASKA
SS
COUNTY OF HALL

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED MICHAEL BAXTER, A SINGLE PERSON, WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS, 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

ACKNOWLEDGMENT

*STATE OF*_____
SS
*COUNTY OF*_____

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED ELIZABETH BAXTER, A SINGLE PERSON, WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____ , _____, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

*STATE OF*_____
SS
*COUNTY OF*_____

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED ELIZABETH BAXTER, A SINGLE PERSON, WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____ , _____, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

*STATE OF*_____
SS
*COUNTY OF*_____

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED ELIZABETH BAXTER, A SINGLE PERSON, WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____ , _____, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

*STATE OF*_____
SS
*COUNTY OF*_____

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED ELIZABETH BAXTER, A SINGLE PERSON, WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____ , _____, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

*STATE OF*_____
SS
*COUNTY OF*_____

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED ELIZABETH BAXTER, A SINGLE PERSON, WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____ , _____, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

olsson
201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750
FAX 308.384.8752

PROJECT NO. 2024-07551

BAXTER FARMS SUBDIVISION

FB

DWG: F:\2024\07551-08\0100\24-07551-Design\Survey\SRVY\Xrefs\V_XLUPD_LDP_0240755.dwg USER: bpeters
DATE: Jan 27, 2025 10:50am XREFS: LS674

HALL COUNTY REGIONAL PLANNING COMMISSION
SUBDIVISION APPLICATION

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

Owners Information

Name MICHAEL BAXTER, JEFFERY BAXTER, SCOTT BAXTER AND ELIZABETH BAXTER

Address 3166 NORTH MONITOR ROAD

City GRAND ISLAND, State NE Zip 68801

Phone 308-380-5335

Attach additional information as necessary for all parties listed as an owner on the plat and any other parties such as partners Deed of Trust holders, etc…

All owners, lien holders, etc. will be required to sign the dedication certificate on the final plat. As the applicant for this subdivision I do hereby certify that I have provided complete information regarding the ownership of the property included in this application:

By: Jesse Hurt (Applicant) Date: 1-10-25

Surveyor/Engineers Information

Surveyor/Engineering Firm OLSSON

Address 201 EAST 2ND STREET

City GRAND ISLAND, State NE Zip 68801

Phone 308-384-8750

Surveyor/Engineer Name JESSE E. HURT License Number 674

SUBDIVISION NAME: BAXTER FARMS SUBDIVISION

Please check the appropriate location

- [x] Hall County
- [x] The City of Grand Island or 2-Mile Grand Island Jurisdiction
- [ ] The City of Wood River or 1 Mile Jurisdiction
- [ ] Village of Alda or 1 Mile Jurisdiction
- [ ] Village of Cairo or 1 Mile Jurisdiction
- [ ] Village of Doniphan or 1 Mile Jurisdiction

Please check the appropriate Plat

- [ ] Preliminary Plat
- [x] Final Plat

Number of Lots 1

Number of Acres 3.07

Checklist of things Planning Commission Needs

- [ ] AutoCAD file (Scaled 1:100) and a PDF sent to rashadm@grand-island.com
- [x] 10 + 15* copies if in City limits or the two mile jurisdiction of Grand Island
- [ ] 5 + 15* copies if in Hall County, City of Wood River, Village of Cairo, Doniphan or Alda.
- [x] Closure Sheet
- [ ] Utilities Sheet
- [x] Receipt for Subdivision Application Fees in the amount of $500.00

*** 15 Pages are to be printed on 11X17, larger sizes maybe requested if needed**

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.

Pd ✓

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

BAXTER FARMS SUBDIVISION

Lot 1

In the City of Grand Island, Hall County Nebraska

The undersigned MICHAEL BAXTER, single person, SCOTT BAXTER, and SHERRI BAXTER, husband and wife, JEFFERY BAXTER, and, SUZANNE BAXTER, husband and wife, ELIZABETH BAXTER, single person, 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 OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
> COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 4, T11N, R10W AND ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S01°45'21"E, ALONG THE EAST LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 420.16 FEET; THENCE N89°17'17"W A DISTANCE OF 286.16 FEET;

THENCE N02°00'55"W A DISTANCE OF 48.00 FEET; THENCE N45°00'44"W, A DISTANCE OF 82.00 FEET; THENCE N07°05'40"E A DISTANCE OF 93.00 FEET; THENCE N00°54'29"E A DISTANCE OF 217.99 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER; THENCE N89°57'35"E ALONG SAID NORTH LINE A DISTANCE OF 318.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 133854.12 SQUARE FEET OR 3.07 ACRES MORE OR LESS OF WHICH 0.64 ACRES IS NEW DEDICATED 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 BAXTER FARMS 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 BAXTER FARMS 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 Airport Road and Monitor Road where they abut the subdivision.

2. **Water**. Public water supply is not available to the subdivision. Therefore, individual water well systems shall be permissible on an initial basis. The Subdivider waives the right to protest the creation of any future water district within or abutting the subdivision.

3. **Sanitary Sewer**. Public sanitary sewer main is not available to the subdivision; therefore, individual systems shall be permissible on an initial basis. However, the Subdivider waives the right to protest the creation of a sanitary sewer district within or abutting the subdivision.

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

5. **Sidewalks.** Immediate sidewalk construction adjacent to Airport Road and Monitor Drive 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 BAXTER FARMS 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.

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 _____, 2025.

MICHAEL BAXTER, Subdivider

By: _____
Michael Baxter

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael Baxter, owner 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: _____

SCOTT BAXTER, Subdivider

By:_____
Scott Baxter

SHERRI BAXTER, Subdivider

By:_____
Sherri Baxter

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Baxter and Sherri Baxter, husband and wife, owners known personally to me to be the identical persons 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: _____

JEFFERY BAXTER, Subdivider

By: _____
Jeffery Baxter

SUZANNE BAXTER, Subdivider

By:_____
Suzanne Baxter

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jeffery Baxter and Suzanne Baxter, husband and wife, owners known personally to me to be the identical persons 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: _____

ELIZABETH BAXTER, Subdivider

By: _____
Elizabeth Baxter

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Elizabeth Baxter, owner 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 _____, 2025, 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 2025-____, 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 2025-64

WHEREAS know all men by these presents, that Michael Baxter a single person, Scott Baxter and Sherri Baxter wife, Jeffery Baxter and Suzanne Baxter wife and Lisa Baxter a single person, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "BAXTER FARMS SUBDIVISION", a tract of land comprising a part of the Northeast Quarter of Section 4, Township 11 North, Range 10 West of the 6th P.M., 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, R.R.S. 1943; and

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

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

BE IT FURTHER RESOLVED that the final plat of BAXTER FARMS 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, February 25, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 7.n.

Subject: #2025-65 - Approving proposal for the Grand Island Public Library Camera Replacement System

Staff Contact: Celine Swan

BACKGROUND: The Grand Island Public Library currently has an old pieced together camera system. The system lacks many things such as ease of use, many areas with no coverage both inside and outside the library such as lack of cameras on the East and South side of the library, and there are many cameras that are broken or don't have a clear picture. The library uses its camera system frequently and often there are crimes where the Grand Island Police Department needs to access video from our system that we acquire for them when requested. Our current system is not very user friendly, is not a safe system anymore, can not store video for more than 14 days, and takes up a lot of staff time because searching through an old system is very tedious. We also use a camera at the entry door for counting patrons as they enter and leave. We use these statistics for reports. A new system is part of a good safety plan.

DISCUSSION: The specifications for the Grand Island Public Library Camera System Replacement were prepared and a request for proposal was posted and advertised in the Grand Island Independent on December 12, 2024. Proposals were due January 16, 2025. There were eight proposals. CEI was the lowest bidder at $66,352.00.

FISCAL IMPACT: $70,000 was budgeted in FY25 for the Libraries Camera Replacement Project of which $66,352 will be used for the project.

ALTERNATIVES: It appears that the Council has the following alternatives concerning the issue at hand. The Council may:
Move to approve
Refer the issue to a Committee
Postpone the issue to a future date
Take no action on the issue

RECOMMENDATION: City Administration recommends that Council award the proposal for

the Grand Island Public Library Camera System Replacement to CEI Security and Sound from Hastings, NE. as the best and lowest proposal in the amount of $66,352.00.

SAMPLE MOTION: Move to approve the resolution authorizing the Mayor to execute a contract with CEI Security and Sound from Hastings, NE. for the Grand Island Public Library Camera System Replacement project in the amount of $66,352.00.

ATTACHMENTS:

1. Proposal
2. Resolution

COMMUNICATIONS ENGINEERING, INC.
CEI SECURITY AND SOUND
1000 East 2nd
Hastings, Nebraska 68901

Proposal

Date	Estimate No.
2/18/2025	3273

Name/Address

Grand Island Public Library
1124 West 2nd Street
Grand Island, Nebraska 68801

Description	Qty	Rate	Total
Camera System Replacement			
Avigilon Alta - Cloud design 3 Year Licensing			
Avigilon AVA Aware License 3 year	45	370.00	16,650.00
Avigilon COMPACTDOME-W-5MP-30 5MP compact dome	20	392.00	7,840.00
Avigilon 360-W-30 Ava 12MP 360 camera	13	1,036.00	13,468.00
Avigilon 5.0C-H6SL-BO1-IR-30 5MP bullet with 30 days recording	10	969.00	9,690.00
Avigilon 5.0C-H6SL-BO2-IR-30 5MP, bullet with 30 days recording	2	1,050.00	2,100.00
Netgear GS728TPP 24 Port POE 384W	2	602.00	1,204.00
Cat6 wire ~ Plenum	10,000	0.52	5,200.00
Installation materials	1	200.00	200.00
Installation	1	10,000.00	10,000.00

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	$66,352.00
Sales Tax (0.0%)	$0.00
Total	$66,352.00

R E S O L U T I O N 2025-65

WHEREAS, the Grand Island Public Library uses a camera system to ensure safety and record of incidents for the Staff and Public; and

WHEREAS, a public solicitation was made to secure a camera system replacement for the library. Eight companies put in bids to replace with CEI Security and Sound from Hastings NE. being the chosen bid proposal; and

WHEREAS, the proposal was within the Capital Projects funds appropriated and budgeted by the City for this resource; and,

WHEREAS, an Agreement is being negotiated for these services with an anticipated FY 25 cost of $66,352.00 for replacement and a 3-year licensing agreement; and

WHEREAS, CEI Security and Sound from Hastings, Nebraska. was the chosen proposal to provide camera system services for Grand Island Public Library by Grand Island City Code.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to enter into all necessary contracts and agreements with CEI Security and Sound from Hastings, Nebraska.; and

BE IT FURTHER RESOLVED, that CEI Security and Sound from Hastings will provide a comprehensive security camera system that will enhance safety, monitor public spaces, and integrate with existing infrastructure. They will provide 3 year Cloud licensing.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 7.o.

Subject: #2025-66 - Approving Payroll and Human Resources Software Solution

Staff Contact: Brian Schultz

BACKGROUND:

The City of Grand Island currently relies on multiple software solutions to meet its Human Resources (HR) and Finance (Payroll) needs. Below is a summary of the software systems and their primary functions:

- **NeoGov**: Online job postings and digital onboarding.
- **HRN**: Employee performance evaluations and a reference library for documents such as personnel rules and union contracts.
- **Munis**: Payroll processing and employee recordkeeping.
- **Executime**: Timekeeping system integrated with Munis for payroll processing.
- **MSS/ESS**: Employee portal for pay stubs, tax forms, and benefit enrollment.

In addition, the City utilizes third-party services for FMLA and COBRA tracking and reporting. DocuSign is used for digital document workflows, including travel reimbursements, status changes, and expense reimbursements.

Since Munis was implemented around 2000-2001, additional tools have been adopted to address evolving needs. However, these disparate systems have created inefficiencies, including the need to manually re-enter data into multiple platforms. For example, onboarding a new hire requires rekeying information into NeoGov, government websites, Munis, pension systems, and health insurance platforms—creating opportunities for errors and delays.

Recent staff changes in HR and Finance prompted a review of current practices, leading to collaboration with other City departments, including Police, Fire, and Utilities. This collaboration, combined with a comprehensive review of available solutions starting in July 2024.

On January 18, 2025 the Finance Department advertised a request for proposal for a

HR/Payroll Software. Five (5) proposals were submitted and opened on February 4, 2025.

DISCUSSION:

After evaluating the submitted proposals, City staff identified **Paycom** as the best solution for the City's needs. Paycom offers a comprehensive, integrated, cloud-based HR and payroll platform that addresses the inefficiencies of the current system.

Key Features of Paycom

- **Who They Are**: Paycom is a leading provider of HR and payroll solutions, known for its robust cloud-based software and commitment to excellent customer service. The company serves organizations across industries and has a proven track record of improving operational efficiency and employee satisfaction.
- **Unified Platform**: Combines pre-hire, onboarding, benefit administration, E-Verify, scheduling, timekeeping, expense management, personnel action forms, performance evaluations, and an employee reference library.
- **Cloud-Based Access**: Reduces strain on City IT resources and provides a user-friendly interface for desktop and mobile devices.
- **Mobile App**: Allows employees to clock in/out, request leave, access benefits, and manage other HR-related tasks.
- **Automated Workflows**: Eliminates the need for paper forms and manual data re-entry, streamlining processes such as wage adjustments and deductions.
- **Midwest-Based Support**: Ensures responsive customer service.

Additionally, the City's current payroll and database management software has experienced ongoing reliability issues and inconsistent vendor support. These challenges have further hindered efficiency and increased the workload for HR and Finance staff, underscoring the need for a reliable, integrated solution like Paycom.

Implementation Timeline

Paycom estimates an 8-12 week implementation period following contract signing. A preliminary assessment of the City's processes indicates that this timeline is achievable.

FISCAL IMPACT:

The City proposes an initial 3-year agreement with Paycom, featuring annual cost increases of 2% in Year 2 and 4% in Year 3. Estimated costs are as follows:

- **Year 1**: $122,398
- **Year 2**: $124,846
- **Year 3**: $129,840

The City will phase out current software solutions as contracts expire. After accounting for cost reductions from retiring the existing systems, the estimated net annual increase is approximately $23,267. However, locked-in price escalations (2% and 4%) under Paycom compare favorably to the 6.8%-6.9% average annual increases seen in the current system.

Additional Benefits:

- Reduced manual workload and associated errors.
- Improved efficiency and staff productivity.
- Increased confidence in accurate payroll processing across all departments.

To initiate implementation, 10% of Year 1 costs ($12,740) will be paid upon contract signing.

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

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

RECOMMENDATION: City Administration recommends that the Council approve the resolution for an initial three year agreement with Paycom in the amounts of $12,740 for implementation and $122,398, $124,846, $129,840 for years 1-3. A total investment of $389,824.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Agreement
2. Terms and Conditions
3. Proposal - Bi-Weekly
4. Proposal - Monthly
5. Proposal Semi-Monthly
6. Proposal Summary
7. Resolution

Payroll and Human Capital Management Services Agreement

This Payroll and Human Capital Management Services Agreement ("PHCMSA"), effective as of the date of Client's signature below ("Effective Date"), is by and between Paycom Payroll, LLC, a Delaware limited liability company whose corporate headquarters is located at 7501 W. Memorial Road, Oklahoma City, OK 73142, United States of America, and its applicable affiliates (hereinafter "Paycom") and the undersigned Client (hereinafter "Client").

Paycom and Client agree that this PHCMSA, the General Terms and Conditions (www.paycom.com/agreements), as may be amended from time to time as provided for therein (the "GTC"), and all of the applicable service component Schedules (www.paycom.com/agreements) ("Schedules") shall apply to all services provided by Paycom to Client except for certain standalone services governed by separate agreements. The GTC and the applicable Schedules are incorporated by reference herein as if fully set forth herein. All of Paycom's services provided to Client, but excluding the background screening services, shall be and are collectively referred to as the "Services." This PHCMSA, the GTC and the applicable service component Schedules shall be and are collectively referred to as the "Agreement."

Subject to the terms and conditions of the Agreement, Paycom agrees to perform and Client hereby engages and hires Paycom to perform on Client's behalf each of the Services indicated on proposal(s) acknowledged by Client and as more specifically described in this Agreement.

Subject to the terms and conditions of this Agreement, Paycom shall make available to Client each service component of the Services promptly after Client provides Paycom with the information and documents that Paycom requires to begin performing the subject Services.

Paycom's Services are based upon information and instructions provided by Client. Client is solely responsible for the accuracy and completeness of all information and instructions provided to Paycom. Notwithstanding anything to the contrary in this Agreement, Paycom shall not be liable or responsible for errors or omissions arising from Paycom's reliance upon Client's instructions or incorrect or incomplete information, designations, elections, or instructions provided by Client.

Notwithstanding anything to the contrary in this Agreement, the Services provided by Paycom expressly do not include the rendering of legal, tax, accounting, or investment advice to Client or Client's employees.

LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BUT EXCEPT AS TO THOSE MATTERS PROVIDED FOR IN SECTIONS 12 AND/OR 24 OF THE GENERAL TERMS AND CONDITIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO LOST ANTICIPATED SAVINGS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT AS LIMITED FURTHER BY THE AGREEMENT AND EXCEPT FOR THE ITEMS DESCRIBED IN SECTIONS 24.1 THROUGH 24.8 OF THE GENERAL TERMS AND CONDITIONS, THE AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER FOR ANY OR ALL LOSSES OR INJURIES FROM ANY ACTS OR OMISSIONS UNDER THIS AGREEMENT OR FROM ANY SERIES OF BREACHES ARISING OUT OF THE SAME ERROR, ACT, INCIDENT, OR OMISSION, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL UNDER NO CIRCUMSTANCES EXCEED AND SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID BY CLIENT TO PAYCOM UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE ALLEGED BREACH, OR SERIES OF BREACHES ARISING OUT OF THE SAME ERROR, ACT, INCIDENT, OR OMISSION, FOR THE SERVICE COMPONENT(S) WHICH IS/ARE THE SUBJECT OF THE ALLEGED BREACH.

The Agreement will begin on the Effective Date and continue for three (3) years after the date Client processes its first payroll with Paycom ("Initial Term"). However, if Client or any of Client's affiliated client code entities has an already effective agreement or agreements with Paycom ("Existing Agreement(s)"), the Initial Term of this Agreement shall match and run concurrently with the longest term of the Existing Agreement, including any addendum. After the Initial Term, any renewal period shall equal the length of the Initial Term ("Renewal Term"). After the Initial Term or any Renewal Term, the Agreement shall automatically renew for a Renewal Term unless either Party terminates the Agreement with written or electronic notice at least ninety (90) days prior to expiration of the Initial Term or Renewal Term. The Initial Term and Renewal Term, if any, together shall be considered the term ("Term").

In consideration of Client's commitment to use Paycom for thirty-six months, Paycom's fee rates for its Services shall be limited during the Initial Term. During the Initial Term, Paycom may only increase its fee rates by up to 0% in year 1, 2% in year 2, and 4% in year 3. For the sake of clarity, Paycom's fees may be subject to fluctuation depending upon the extent to which Client uses Paycom's Services (i.e. if Client's employee count increases during this time period, Paycom's fee rates will be as stated but the fees will increase as a result of the additional employee check processing quantities). Moreover, if during the Initial Term, the Client elects to receive additional service offerings or additional software functionality, then Client will be charged for any such additional services or functionality. Further, this price lock shall not apply to any additional processing fees or pass-through charges.

In the event Client terminates or ceases to exclusively use Paycom's Services for any reason during the Term - or - in the event Paycom terminates Client as a result of Client's material breach of its obligations under the Agreement during the Term, then Client shall be liable for and shall pay Paycom an early termination fee, computed as follows:

The average monthly Paycom fee amount assessed against Client (by averaging all Paycom monthly fees and charges assessed against Client throughout the most recent prior six (6) full calendar months of Client's use of Paycom's Services as its exclusive provider); multiplied by the number of months remaining in the Term. In the event Client does not initially use Paycom's Services for six full months, then the average monthly Paycom fee shall be computed based upon the estimated average monthly fee calculated on the proposal(s) signed by Client. In the event Client does not process a first payroll with Paycom, the termination fee will be equal to the average monthly fee calculated on the proposal(s) signed by Client multiplied by 36.

Business tax identification number (FEIN in USA):_____

Paycom's right to recover an early termination fee shall be in addition to any other rights Paycom may have against Client under any other applicable agreement (including Paycom's right to recover any unpaid fees or charges for Services rendered). The Parties agree that Paycom's pricing to Client was based upon a multi-month commitment and that the early termination fee constitutes' the Parties good faith liquidated estimate of Paycom's actual damages in the event of early termination and is not intended as any sort of penalty.

Client shall not be liable for an early termination fee, as described above, in the event Client ceases to use Paycom's services as a result of a material breach by Paycom of Paycom's obligations under the Agreement that remains uncured for thirty (30) days after Client provides Paycom with written notice of Paycom's alleged breach and a reasonable opportunity to cure.

The PHCMSA, GTC and any applicable Schedule are intended to contain supplemental and complementary terms and conditions. In the event of a direct conflict between the terms of the PHCMSA, the GTC and any Schedule such conflict shall be resolved in the following order, from highest priority to lowest priority: (1) PHCMSA; (2) GTC; and (3) the applicable Schedule. Notwithstanding the foregoing sentence, any terms in such Schedule that are specific to the service provided in the Schedule, as distinguished from general contract terms, shall control over (1) and (2).

Client and the undersigned individual each represent that the signatory to this Agreement is authorized to enter into such agreement on behalf of Client. By signing below, Client agrees that it has (1) received the Agreement, (2) had an opportunity to read the Agreement and (3) agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, Paycom and Client have executed this Agreement as of the Effective Date.

AGREED AND ACCEPTED BY CLIENT:

_____
COMPANY LEGAL NAME

_____
TYPE OR PRINT NAME TITLE

_____
AUTHORIZED SIGNATURE Date

PAYCOM PAYROLL, LLC d/b/a PAYCOM, for itself and its applicable affiliates:

_____
AUTHORIZED SIGNATURE

_____
TYPE OR PRINT NAME

Reporting Agent
TITLE

Business tax identification number (FEIN in USA):_____

General Terms and Conditions

Capitalized words in these general terms and conditions (the "General Terms and Conditions") that are not otherwise defined herein shall have the same meaning given in the PHCMSA. Paycom and the Client agree as follows with respect to the Services. Paycom and Client are referred to herein collectively as the "Parties" and each individually as a "Party."

1. Paycom's Obligations. Paycom shall perform the Services in accordance with the Agreement.

2. Paycom Representations and Warranties. Paycom represents and warrants to Client that:

2.1. Paycom shall, upon written request, provide Client with a copy of its most recent Service Organization Control 1 Report for Description of Paycom Software, Inc.'s Payroll Processing System and Service Organization Control 2 Report for Description of Paycom Software, Inc.'s Payroll Processing System (the "SOC Reports"). Paycom shall maintain controls on its payroll processing systems at a similar level to continue to achieve the control objectives described in the SOC Reports and it shall make any such future reports or similar industry audit reports available to Client upon Client's request.

2.2. Paycom currently maintains certification for ISO 27001:2013 which governs its physical and technical security controls. Paycom shall maintain controls on its physical and technical security systems at a similar level to continue to achieve the control objectives of ISO 27001:2013.

2.3. Unless otherwise instructed or directed by Client, Paycom shall comply with all applicable laws, rules, and regulations, and shall not violate the laws of the United States in the performance of the Services.

2.4. Except as otherwise expressly stated herein, Paycom makes no other representations and warranties.

3. As Is, Disclaimers. THE SERVICES PROVIDED BY PAYCOM PURSUANT TO THE AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY STATED HEREIN, TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, PAYCOM DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.

4. Paycom's Intellectual Property; Use of Trademarks and Trade Names. Paycom grants Client, and its subsidiaries and affiliates approved by Paycom, a non-exclusive, non-transferable license, exercisable solely during the Term of the Agreement, to use applicable Paycom technology, including the computer software programs made accessible to Client by Paycom in connection with the Services, manuals, training materials and any other technology provided by Paycom to Client in connection with the provision of the Services (collectively, the "Paycom Technology") solely for the purpose of accessing and using the Services. Client shall have no right to use the Paycom Technology for any purpose other than accessing and using the Services. Except for the rights expressly granted above, the Agreement does not transfer from Paycom to Client any rights to the Paycom Technology (or Paycom's licensor's technology), and all right, title and ownership interest in and to any Paycom Technology shall remain solely with Paycom. Client shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or any other intellectual property and/or proprietary information from any of the Paycom Technology. Client acknowledges and agrees that Paycom's trademarks, tradenames, service marks, logos, other names and marks, and related product and service names, design marks, and slogans are the sole and exclusive property of Paycom. Client is not authorized to and shall not use, nor shall Client in any manner cause others to use, any of Paycom's trademarks, tradenames, service marks, logos, other names and/or marks, and/or related product and service names, design marks, and/or slogans in any advertising, any publicity, any forum, any social media, or in any other manner, without the prior written consent of Paycom.

Unless otherwise required by law or regulation, Client agrees that neither Client nor its then-current representatives (including its then-current members, managers, officers, and/or personnel) shall make any public statements or cause or encourage others to make, or allow to remain available for viewing, any public statement regarding Paycom, its business practices, its officers, its directors, its products, its Services, and/or its employees. Client acknowledges and agrees that this prohibition extends to statements made to the public generally and/or any grouping of individuals, including but not limited to, the news media, the internet, social media platforms, investors, potential investors, industry associations, industry conferences, industry publications, and/or seminars. Client understands and agrees that this Section is a material provision of this Agreement and that any breach of this Section shall be a material breach of this Agreement, and that Paycom would be irreparably harmed by violation of this Section. The prohibition on non-private statements contained herein does not apply to internal communications entirely among Client's own personnel relating to Paycom, Paycom's products, Paycom's Services or Client's experiences with Paycom's personnel, products or Services.

5. Paycom's Indemnity Obligation. Subject to the terms and conditions of the Agreement, including the limitations of liability, monetary caps, and exclusion of certain types of damages provided for herein, Paycom shall indemnify and hold Client and its affiliates, and their respective employees and

agents harmless from any and all liabilities, demands, actions, claims, judgments, losses, damages, and costs (including reasonable attorneys' fees) brought by any third party and arising out of or related to Paycom's or Paycom's employees' gross negligence or willful misconduct.

6. Reliance on Client's Information; Responsibility for Amended Returns; Exclusions; Instructions; Concurrent Actions. Paycom's Services are based upon information and instructions provided by Client. Client is solely responsible for the accuracy and completeness of all information and instructions provided to Paycom. Notwithstanding anything to the contrary in the Agreement, Paycom shall not be liable or responsible for errors or omissions arising from Paycom's reliance upon Client's instructions or incorrect or incomplete information provided by Client or if applicable, a third party providing information regarding Client.

Paycom may, in its sole discretion, assist Client with any notices it receives from any Federal, State or Local governmental and/or quasi-governmental authorities (collectively "Taxing Authorities"). Client agrees Paycom may, on Client's behalf, submit a request to the Taxing Authorities for abatement of any such notice, which may include a request to use Client's first time penalty abatement. In the event there is an erroneous payroll tax return filing that was erroneous due to the sole fault of Paycom, then, during the Term of this Agreement, Paycom shall assist Client, at no further cost or expense to Client, with amending or refiling the erroneous tax filing with Taxing Authorities. For amendments and refilings made by Paycom on Client's behalf, Paycom shall pay any penalties and/or interest to any Taxing Authorities as a result of untimely or incorrect payroll tax filings but only to the extent the penalties and interest were solely caused by Paycom. Notwithstanding anything to the contrary herein, Paycom shall not be required to amend or refile any payroll tax return or payroll tax filing on behalf of Client in the event Client ceases its use of Paycom's payroll processing Services or appoints another service provider as its taxing-authority power of attorney. In such an instance, any amendment or refiled payroll tax returns or adjustments shall be handled by Client or Client's new provider at Client's expense. Paycom is not responsible for settling any disputes between Client and Client's employees, or Client and any Taxing Authorities, or Client and any other regulatory bodies. Notwithstanding anything to the contrary herein, unless such liability was caused entirely by the fault of Paycom, Paycom is not responsible to Client for any claims asserted by Client's employees against Client that relate to any duty or obligation an employer may owe to an employee.

In the event Client instructs and directs Paycom to not prepare or file on its behalf Client's IRS 1095-B, 1095-C, 1094-B, and 1094-C forms; or those IRS forms' subsequent substitutes or functional equivalents, as indicated in the Agreement, Client agrees that Paycom shall not be responsible for any liabilities arising as a result of Paycom's acts or omissions in furtherance of those instructions, including but not limited to any IRS penalties associated with, to the extent Client is required to do so, Client's failure to file IRS 1095-B, 1095-C, 1094-B, and 1094-C. In the event Client instructs and directs Paycom to not prepare or file on its behalf Client's IRS 1095-B, 1095-C, 1094-B, and 1094-C forms; or those IRS forms' subsequent substitutes or functional equivalents, as indicated in the Agreement, Client hereby releases Paycom from any and all claims, causes of action or demands, whether sounding in contract or tort, arising out of Paycom's or Client's failure to file IRS 1095-B, 1095-C, 1094-B, and 1094-C forms, including without limitation, any penalties or interest resulting therefrom.

In instances when Client provides instructions to Paycom, Client shall provide specific and particular instructions with regards to each applicable Service component. Generalized statements by Client to Paycom without explicit particularized instructions or particularized direction shall not constitute valid 'instructions' pursuant to this Agreement. To the extent the Paycom Technology does not have the functionality to accommodate or address Client's instruction or issue, Paycom's exclusive obligation to the Client shall be to inform the Client that such functionality is not currently available with the Paycom Technology.

Notwithstanding anything to the contrary in this Agreement, the following shall not constitute Paycom's negligence, breach, or wrongdoing, whether independently or alleged as a contributing or concurrent cause: (a) Paycom's failure to detect or failure to prevent any fraud of Client's employees or agents; (b) Paycom's reliance on data provided by Client to Paycom that contains inaccuracies or errors; and/or (c) Paycom's acts or omissions in furtherance of, and in substantial compliance with, Client's instructions.

7. Client's Registration Obligations. Client is solely responsible for being properly registered with all applicable Taxing Authorities and for obtaining and maintaining valid tax identification numbers and/or account numbers with applicable Taxing Authorities. Client shall timely provide Paycom with all account numbers issued by Taxing Authorities to Client, whether active or inactive. If Client is not properly registered with the appropriate taxing authorities, Paycom shall register them through Paycom's tax registration services for an additional fee.

8. Term and Termination. Unless otherwise specifically agreed upon in a signed written agreement, the Agreement shall continue in full force and effect during the Term. Notwithstanding, Paycom shall have the right to suspend the Services for a five (5) day period, followed by immediately terminating this Agreement in the event one or more of the following is not cured during the five (5) day suspension: (i)

Client materially breaches its obligations to Paycom; (ii) Client fails to pay or remit any sums or fees related to the Services within two (2) business days after the due date of any sums or fees; (iii) Client discontinues its use of Paycom's payroll processing services for one or more pay periods; (iv) Client asserts, files or threatens any bankruptcy or Client asserts, files or threatens adverse action against Paycom; (v) [Omitted]; (vi) Client fails to timely remit to Paycom the funds required to perform the Services more than one time in any twelve-month period; (vii) any one of Client's affiliated client code entities is in default of its obligations to Paycom; (viii) a secured creditor of Client, governmental authority, or judgment creditor of Client asserts a claim of right to Client's funds; (ix) Client's failure to comply with NACHA rules, as set forth in Section 9 herein; or (x) Paycom's depository or financial institutions notify Paycom that Paycom may no longer service the Client due to Client's creditworthiness, Client's business reputation or the nature of Client's business activities. In addition to the preceding termination rights, Client shall have the right to terminate this Agreement in the event one or more of the following remains uncured after Client has provided Paycom with written notice of Paycom's alleged breach and Paycom has had a reasonable opportunity to cure: (i) Paycom materially breaches its obligations to Client or (ii) Paycom asserts or files any bankruptcy or adverse action against Client.

Notwithstanding anything to the contrary in this Agreement, upon termination of the Agreement in whole or in part (and after expiration of any applicable notice periods), Paycom shall have no further obligation whatsoever to perform any of the obligations set forth in the Agreement, or, to the extent such termination was partial, Paycom shall have no further obligation to perform the obligations of the applicable service component that has been terminated, including but not limited to any obligation to perform any act on Client's behalf with respect to governmental authorities or payroll tax filings, whether relating to future time periods, current time periods, or prior time periods. Further, upon termination of Services relating to payroll processing, Client will immediately become responsible for all payroll tax deposits and payroll tax filings (including amendments and refilings) then and thereafter due and for all related penalties and interest, and whereupon Paycom shall promptly return to Client any excess monies in Paycom's possession (if any) that are not reasonably subject to potential reversal, return, setoff or recoupment. In the event any monies credited or debited by Paycom and/or in Paycom's possession are subject to potential reversal, return, setoff or recoupment, then Paycom shall have the right to hold said funds during the time period of potential reversal, return, setoff or recoupment and thereafter shall promptly return all remaining funds to Client after the applicable time period has expired.

During any time period in which Client is in default of its obligations to Paycom, Paycom shall have the right to suspend the provision of its Services to Client, in whole or in part, pending Client's compliance with the Agreement or pending termination of the Agreement.

Client shall be required to pay an additional fee for any post termination access to the Website Account.

During any time period in which a demand is made upon Paycom by Client's lender(s), Client's judgment creditor(s), a secured party of Client, or Client's financial institution(s) seeking turnover of any of Client's funds, Paycom shall have the right to suspend the provision of its Services to Client, in whole or in part, and may additionally require any or all of the following actions: (i) a written waiver and/or release from such persons relating to it's/their demands (and, if applicable, confirmation that such release has been submitted to the appropriate persons or recording systems), (ii) the termination of this Agreement, or (iii) the interpleader of disputed funds into escrow.

In the event Client terminates its payroll processing Services with Paycom or does not exclusively utilize Paycom for payroll processing Services, then all Services performed by Paycom shall be terminable at Paycom's option. Further, Client's use of Beti®, including check approvals, is a required component of payroll processing Services. Accordingly, Client's failure to utilize Beti® shall be deemed a termination of payroll processing Services by Client.

9. NACHA Compliance; Fedwire Requests. The Services provided by Paycom may be subject to the operating rules of the National Automated Clearinghouse Association ("NACHA"). Paycom and Client each agree to comply with the NACHA rules applicable to it with respect to the Services. Information pertaining to NACHA rules and guidelines can be found at www.nacha.org. Pursuant to the NACHA Rules, Client agrees and authorizes the following (terms not otherwise defined in this paragraph shall have the meaning given in the NACHA operating rules): (1) for Paycom to originate entries on behalf of the Client to Receivers' accounts; (2) to be bound by NACHA rules; (3) to not originate any entries or transactions that violate the laws of the United States; (4) to allow Paycom to originate entries or transactions related to payroll amounts, tax liabilities, human capital management service fees, charges, and other fees and charges related to the Services (collectively "Services' Amounts"); (5) the right of Paycom to terminate or suspend this Agreement for breach of these rules; and (6) to allow Paycom to audit Client's compliance with this Agreement and these rules. Client hereby authorizes Client's banks and Paycom's banks (collectively, "Bank Representatives") to transfer funds from Client's account at Client's bank to the accounts of Paycom for Services' Amounts. Client represents and warrants that this authorization has been duly approved by its Board of Directors, Members, Managers or other governing persons and continues in full force and effect. The Bank Representatives may issue payment orders in the name of the Client against the accounts of

Client's bank, subject to Client's bank's acceptance. Payment orders issued on behalf of Client pursuant to this Agreement may be issued by Fedwire Request for Credit Transfer (1031) or electronic entries in accordance with the rules of NACHA, on the days and times and in the formats prescribed by Client's Bank. Client's bank shall debit Client's account for the amount of each payment order issued pursuant to this Agreement on the date such order is executed by Client's bank. Client's instructions to Paycom and Client's use of Paycom's Services shall not violate the NACHA rules or the laws of the United States. Neither Paycom nor any Originating Bank shall be liable to Client for any damages arising from any decision to refrain from or delay originating debit/credit entries with respect to Services' Amounts: (1) due to Client's creditworthiness or Client's business activities; (2) after reasonable efforts to verify such entries have failed; or (3) because Paycom has not timely received funds from Client.

10. No Professional Advice. Notwithstanding anything to the contrary herein, the Services provided by Paycom expressly do not include the rendering of legal, tax, accounting, or investment advice to Client or Client's employees. The federal government, tribal governments, state governments or localities each may impose specific obligations pertaining to employee wage requirements, employee wage statements, overtime computation parameters, meal credit parameters, industry requirements, paystubs, employer-employee disclosures or other matters; and it remains Client's exclusive obligation to comply with applicable laws, rules, and regulations pertaining to Client and/or its employees. Additionally, Client shall adopt its own effective internal controls concerning its payroll. The Services should not, will not, and cannot be relied upon to detect or disclose errors, fraud or illegal acts of Client or Client's employees, subcontractors, or agents. Paycom is not and shall not act as an agent of Client for receipt of service of legal process. Paycom shall have no obligation to accept, receive or forward Client's legal process, including summons, subpoenas, complaints, injunctions, or other legal process. Upon Paycom's request, Client shall reimburse Paycom for any reasonable expenses resulting from Paycom responding to any subpoenas, including but not limited to responses to subpoenas that occur after the termination of this Agreement.

11. Required Manner of Notices From Client. Paycom maintains a secure website ("Website Account") through which Client may access information and through which Client shall request transactions electronically. Client's use of the Website Account is required. Except as may otherwise be expressly permitted in a Schedule, all notices required to be provided to Paycom shall be made in specific accordance with these General Terms and Conditions and/or through data entry on the Website Account, including but not limited to Client's data entry of payrolls, new employees, contact information for employees, employee classification, overtime computation parameters, and all other information permitted to be entered through the Website Account. Paycom shall not be required to rely upon or use any information provided by the Client to Paycom unless the information has been provided to Paycom in the manner expressly provided for herein.

12. Client's Indemnity Obligation. Notwithstanding anything to the contrary herein, Client understands that all Services rendered by Paycom are based upon the information furnished by the Client. Client shall indemnify, defend, and hold Paycom and its affiliates, and their respective employees and agents harmless from any and all liabilities, demands, actions, claims, judgments, losses, damages, and costs (including reasonable attorneys' fees) arising out of or related to the following or any combination of the following: (i) Client's breach of any obligation, representation, or warranty under the Agreement; (ii) Client's actual or alleged violation of any applicable local, state, or federal law, rule, or regulation; (iii) any failure on the Client's part to fund any payment obligation of Client; (iv) any debit or reversal of funds transfers to or from Client's employees or others that results in a Paycom funds shortfall with respect to Client's account with Paycom; (v) any breach of Client's Security Information (as defined in Section 16); (vi) Client's negligence or willful misconduct; (vii) Paycom's acts or omissions in furtherance of, and in substantial compliance with, Client's instructions; (viii) the use of inaccurate information provided by the Client; and (ix) any issue concerning Paycom's provision of the Data Services (as defined in Section 19), including, without limitation: 1) that any person or Client (including its officers, employees, personnel, any entity related to or performing services on behalf of Client, or any Client contractor) was permitted unauthorized access to Client's data; 2) that any confidential information transmitted was lost, disclosed, or breached; 3) that any confidential information of others was disclosed to unauthorized persons; or 4) that Client's or third parties' protocols failed to comply with applicable local, state, or federal law, rule, or regulation.

13. Client Representations and Warranties.

13.1. Client represents and warrants that:

(i) Client shall not use the Services for any illegal purpose, such as but not limited to, terrorism or money laundering, or otherwise cause a transaction that will require the filing of a Suspicious Activity Report pursuant to the rules and regulations issued by the Financial Crimes Enforcement Network.

(ii)Client, including any of its beneficial owners or any applicable affiliated entities, does not and shall not appear on any terrorism watch list, OFAC list, or similar list maintained by the U.S. Government.

(iii) Client, including any of its beneficial owners or any applicable affiliated entities, is not involved in a business or industry that violates federal law, including, but not limited to

the Controlled Substances Act, the Bank Secrecy Act, and The Anti-Money Laundering Act of 2020.

(iv) Client shall comply with all applicable laws, rules, and regulations, and shall not violate the laws of the United States.

(v) Client is solely responsible, with regard to any transfer of personal information to Paycom, for the legality and the means by which Paycom accessed or acquired such personal information, including when required by applicable law, rule, or regulation, obtaining consent for the collection, transfer and/or use of such information.

(vi) Client shall not upload any documents, information, or materials that are not related to any Paycom computer system, to the Paycom Technology through the Website Account, to or through the Data Services (as defined in Section 19), or in any other manner.

(vii) Client's use of the Services is for a commercial purpose and specifically not for any personal, family, or household purpose.

(viii) Client shall not transmit individual health information to Paycom. Notwithstanding anything to the contrary herein, the Agreement does not anticipate transmittal of or otherwise apply to individual health information that is protected under any privacy and/or security regulations implemented by the Department of Health and Human Services pursuant to its authority under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), or the like.

(ix) Client shall implement reasonable technical and organizational measures to protect Client's data and Paycom's system against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access.

(x) Client shall immediately notify Paycom if it or its affiliates have filed bankruptcy or if a bankruptcy filing is imminent.

13.2. Client further represents and warrants Client shall not store or publish through the Services any material, or otherwise engage in any conduct, that:

(i) violates, infringes, or misappropriates the rights of others, including without limitation, any patent, trademark, trade secret, copyright, publicity right, or other proprietary rights;

(ii) involves uploading, posting, emailing, transmitting, or otherwise making available Client data that Client does not have the right to make available under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements, etc.);

(iii) is unlawful, threatening, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, indecent, or obscene;

(iv) victimizes, harasses, "stalks", degrades, attacks, or intimidates an individual or group of individuals on any basis, including but not limited to race, color, religion, gender, age, national origin, disability, gender identify or expression, sexual orientation, and veteran or marital status;

(v) harms or exploits minors in any way;

(vi) impersonates any person, business, or entity (including but not limited to a Paycom official), or in any way falsely states or misrepresents Client's affiliation with a person or entity;

(vii) involves forging headers or otherwise manipulating identifiers in order to disguise the origin of any Client data transmitted or shared through the Services;

(viii) contains viruses or any other computer code, file, or program that interrupts, impairs, destroys, or limits the functionality of any computer software or hardware or telecommunications equipment, or otherwise permits the unauthorized use of a computer or computer network;

(ix) disrupts other clients' use of the Website Account;

(x) instigates or encourages others to commit illegal activities, cause injury to any person, or cause damage to any property;

(xi) encourages conduct that would constitute a criminal offense or that gives rise to civil liability; or

(xii) violates this Agreement or any other terms of use, rules, or policies applicable to the Services.

14. Fees and Charges. In consideration for the Services provided to Client, Paycom shall charge Client and Client agrees to pay Paycom's fees and charges. Paycom's fees and charges shall be consistent with the final written pricing proposal and other written or electronic notices provided to Client. To the extent allowed by applicable law, Paycom's pricing structure and pricing to Client is confidential and shall be treated by Client as confidential, and not shared with third parties. Paycom's 'fees' include the rates, quantities and sums Paycom directly requires of Client for Paycom's provision of the Services to Client. Paycom's 'charges' include delivery costs, third party costs, banking fees, and other sums due from Client that are related to and incident to the Services. Client agrees to pay, at regular intervals, Paycom's applicable fees and charges for the Services. In the event Client chooses to group its billing together with affiliated client code entities (together, a "Multiple Client Code"), Client and each of Client's affiliated client code entities of the Multiple Client Code will be billed for all products available to the Multiple Client Code. Client and/or Client's affiliated client code entities may be charged an additional fee if any such entity utilizes the Website Account for employees that are not paid on regularly scheduled payrolls processed via the Website Account. Paycom's pricing may be amended during the Term upon prior written or electronic notice to the Client. As additional consideration for Paycom's provision of Services to Client, Client assigns to Paycom or Paycom's financial institutions or depositories any benefits derived on the funds maintained in Paycom's client accounts (i.e. any interest or investment income on funds deposited into and held in Paycom's

accounts). All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal (unless specified otherwise). Client is responsible for applicable taxes in addition to the fees and charges outlined in the proposal. Applicable taxes may vary by jurisdiction.

15. Payment. To facilitate the payment of the fees, charges, or other amounts due or payable to Paycom under the Agreement, Client will provide Paycom with access to a Client bank account and will notify Paycom of the demand deposit account number and transit routing number for the account. Client irrevocably consents to Paycom's use of Paycom's Client account information and Website Account access for purposes of electronically drawing funds from Client's bank account in accordance with Client's obligations set forth in the Agreement. Client hereby authorizes Paycom to process wires, drawdown wires, and/or ACH debits or credits in connection with the monies (including Paycom's compensation and fees, as well as other charges) applicable to the Agreement. Paycom's fees and charges for any and all Services provided by Paycom may be debited and/or charged at various intervals, including intervals consistent with and together with Paycom's payroll processing for Client.

16. Access Restrictions. Maintaining the confidentiality of Client's client code, user name, password, access keys, and/or other account access information (collectively "Security Information") is the sole responsibility of Client. A person with knowledge of Client's Security Information will be able to access Client's account and initiate transactions and funds transfers on behalf of Client. If an unauthorized person obtains access to Client's Security Information and initiates transactions, Paycom cannot protect Client from the result of any such transactions. Client agrees that Paycom may fully rely upon any and all instructions and directions provided using the Client's Security Information. Client agrees:

16.1. Client will not disclose its Security Information to anyone not authorized to request transactions on Client's behalf;

16.2. Client will undertake its own commercially reasonable security measures to prevent the disclosure and/or unauthorized use of its Security Information;

16.3. Client shall, at regular intervals, follow the procedures within the Website Account interface to update and/or revise its Security Information;

16.4. Client may modify its Security Information as many times as Client deems appropriate. If Client suspects that someone has access to Client's Security Information, Client shall immediately make revisions to its Security Information; immediately review all recent and pending transactions, and immediately notify Paycom of its suspicions concerning a potential breach of Client's Security Information.

16.5. Neither Paycom, nor its agents or affiliates shall be liable for any loss, claim, or circumstance in connection with instructions given by Client or anyone else using Client's Security Information. Paycom shall have the absolute right to rely upon all instructions given to Paycom using Client's Security Information.

17. Security Features. Paycom employs various security features to enhance security and limit access to the Website Account. Client is responsible for adopting its own effective internal controls concerning its payroll, funds, security, and use of the Website Account. Paycom's Services should not be relied upon to detect or disclose errors, fraud, or illegal acts of Client's employees or third parties, however Paycom's security features may assist Client in mitigating its risks concerning such matters. To the extent Client elects to disable or discontinue the use of certain security features offered by Paycom (including email notifications, IP address verification, masking informational fields, or other features), Client assumes full responsibility arising out of Client's non-use or disabling of any such security feature(s). To the extent Client directly accesses Paycom-owned databases through technologies, such as enterprise data warehouse, Client is fully liable for any and all unauthorized access or disclosures relating to Client's use of such access methods to Paycom's system. Paycom disclaims any and all responsibility arising from Client's disabling or non-use of any Paycom security feature. Client does hereby release and forever discharge Paycom from any and all demands, claims, and liabilities of whatever kind or nature, either in law or equity, whether known or unknown, which arise or may hereafter arise from Client's disabling or non-use of any Paycom security feature. Client has the option of reactivating any disabled feature at any time.

18. Internet Access. The Website Account will be accessible from the internet. Client shall be responsible for accessing the internet to utilize the Services and access the Website Account. Paycom does not warrant and shall not be responsible for the cost and maintenance of any telephone, cable internet provider, cellular network, wireless local area network, wireless tower, application distribution system, or other communication circuits required for dutiful transmission and system access. In addition, Client is solely responsible for determining whether or not Client is required to reimburse its employees for their employees' use of their own devices to access the Website Account and Services. Data files are transmitted over communication company circuits, which are wholly beyond the control and jurisdiction of Paycom and are maintained by the applicable communications companies. If these communication circuits are not functional for any reason, the data files may not accurately or completely reach Paycom's facilities or equipment. Paycom is not responsible for or in control of the continued operations or functioning of these communication circuits nor the reliability of the data files being received over them. Client shall not hold Paycom responsible in any way for any losses of any kind whatsoever resulting from the failure of any communication circuits or internet service

provider to fully and properly perform, whether the failure of the communications are caused by any provider, whether Client's provider, Paycom's provider, Client's user's providers, Client's employee-user's providers, or any other provider. In the event of interruption of access to the Website Account, Paycom's sole obligation and liability shall be to restore access to the Website Account as soon as reasonably possible. Paycom makes no other warranties, express or implied, with respect to the subject Services or the Website Account and/or the availability of the Website Account.

19. Data Services. As a part of providing Paycom's application program interface ("API"), secure file transfer protocol ("SFTP"), electronic data interchange ("EDI"), or Custom File Converter services (collectively, "Data Services"), Paycom may generate, create, and/or facilitate the creation of certain reports; allow access by Client and/or third parties to certain Website Account and third party data feeds; create or connect Client and/or third party data feeds to the Website Account; create data feed protocols to convert and facilitate the communication of data between Client's and/or third parties' systems and the Website Account; setup and automate scheduled data feed imports and transmissions; and import and transmit data. Certain Data Services (for example, API services and SFTP services) may require the use of an access key to gain access to Client data. These access keys are the sole property of Paycom and may be revoked at Paycom's discretion without notice to Client if Client violates any of the terms herein or Paycom has reason to suspect the access keys have been misused or compromised. The number of API calls or SFTP requests Client is permitted to make may be limited by Paycom as necessary to best provide quality of response. Client is permitted to use the API or SFTP interface to access Client data maintained on the Website Account and to interface with other systems in Client's organization as necessary in the ordinary course of business. Client may work with third parties only as necessary to facilitate Client's API usage, so long as such third parties are subject to the obligations imposed on Client herein. Client shall not:

(i) use the access keys, or any of the Data Services or Paycom Technology to attempt to gain access to other data on Paycom's system, or for any other purpose not expressly authorized herein;
(ii) resell applications or services that require the Data Services;
(iii) sell, transfer, or sublicense access to the Website Account Paycom Technology, or the Data Services;
(iv) commercialize (sell, rent, trade or lease) the content provided via the Website Account, Paycom Technology, or the Data Services;
(v) decompile, modify, reverse engineer, create derivative works, or otherwise alter the Website Account, Paycom Technology, or Data Services; (vi) distribute or publish links to the Website Account, Paycom Technology, or Data Services;
(vii) use robots, spiders, scraping, or other technology to access or use the Website Account, Data Services, Paycom Technology, or any of Paycom's systems;
(viii) access or attempt to access the account information of other users, or any other unauthorized information;
(ix) use the Data Services in a manner that violates any applicable laws or regulations, including but not limited to those related to privacy and data protection;
(x) use the Data Services interface in a manner that exceeds reasonable request volume or could be considered excessive or abusive usage; or
(xi) distribute or publish automation documentation, including but not limited to, API and SFTP documentation, file import formats, or file export formats (the "Documentation") to third parties.

Paycom does not, by allowing Client to use or access the Website Account, Paycom Technology, and Data Services, transfer any rights or ownership in the Website Account, Data Services, Documentation, source code, Paycom Technology, or Paycom intellectual property. The Website Account, Paycom Technology, and Data Services are and shall at all times remain the property of Paycom and Paycom alone. Paycom may update the structure of the classes, functions, reports, or data provided by the Website Account, Paycom Technology, and Data Services. Paycom may also update the associated Documentation or Paycom Technology and/or the permitted uses of the Services at any time and without notice to Client. Client acknowledges and accepts that the provision of these Data Services may result in Client's data being stored, transmitted, accessible, and handled in a manner that does not conform to the data security protocols described herein. Paycom makes no warranty or representation as to the sufficiency or adequacy of such nonconforming protocols. Client and such applicable third parties shall be exclusively responsible for adopting their own effective controls concerning access to Client's data. Client acknowledges and accepts all risks and liabilities arising from the nonconforming protocols. Client is responsible and liable for all damages caused by the nonconforming protocols.

20. Implementation. All setup fees, conversion fees, and training fees paid by Client are non-refundable, in whole or in part. In addition to any other setup fees paid by Client, in the event of an implementation delay due solely to the fault of Client that ultimately results in a failure to utilize new or additional Services on the agreed upon check date for the initial use of the applicable Services, Client shall pay an additional fee which shall be no greater than an amount commensurate with Client's initial setup, conversion and training fees. As a condition of Paycom agreeing to accept Client's credit card as an approved form of payment for the Services, Client agrees that any dispute that Client may raise with respect to the Services must be addressed directly between Client and Paycom. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall be resolved in accordance with the dispute resolution provisions as contained in this Agreement. Client agrees to cooperate in good faith, and take all commercially reasonable

steps to make available all information necessary for Paycom to implement and provide the Services. Client hereby consents to Paycom taking any steps Paycom deems necessary to obtain such information, including accessing and downloading information related to the Services.

21. Client's Review. To the extent Paycom regularly mails or couriers checks, paystubs, and/or reports to Client, upon Client's receipt of checks, paystubs, and/or reports from Paycom, Client shall promptly examine such checks, paystubs, and reports for each applicable pay period or reporting period and shall notify Paycom of any discrepancies between such documents and Client's own records, or any errors, omissions, or miscalculations in said documents as soon as reasonably possible, but in no event later than thirty (30) calendar days after Client's receipt of said documents. Client acknowledges and agrees that delivery fees and check stuffing fees don't always involve delivery of a physical check, paystub and/or report to Client. To the extent checks, paystubs, or reports are not regularly mailed or couriered but instead are regularly available for review through the Website Account, then Client shall regularly review and examine said documents for each applicable pay period and shall notify Paycom of any discrepancies between such documents and Client's own records or any errors, omissions, or miscalculations in said documents as soon as reasonably possible, but in no event later than thirty (30) calendar days after said documents become available on the Website Account. Client shall promptly examine all notices received from taxing authorities and governmental entities and promptly report its receipt of any such notices to Paycom. To the extent Client receives any refunds or payments from any taxing authorities or governmental entities that were not otherwise expected and that relate in any way to the Services, Client shall promptly report its receipt of such refunds or payments to Paycom and shall not deposit any such refund check until it has first advised Paycom of its receipt of said check and discussed such refund or payment with Paycom. Client agrees that it will not independently file or amend any tax returns relating to the Services during the Term of the Agreement. Paycom is not liable for any penalties and interest Client may incur as a result of Client depositing or cashing a refund or payment it should not have deposited or cashed. Client shall be solely responsible for all liabilities, judgments, losses, damages, and costs (including reasonable attorneys' fees) that result from or could have been avoided had Client timely reviewed its documents and timely advised Paycom or any other parties of any such notices, payments, funds, refunds, errors, omissions, miscalculations, or discrepancies.

22. Confidentiality. Each Party will take all of the following measures, to the extent allowed by applicable law, to protect all Confidential Information:

22.1. Hold all Confidential Information (as defined herein at Section 22.10) in the strictest of confidence;

22.2. Safeguard Confidential Information with the same degree of care to avoid unauthorized disclosure as it uses to protect its own information of a similar nature, but in any event, no less than reasonable care, which necessarily includes the care required by applicable law;

22.3. Not disclose Confidential Information to any of its own employees, agents, contractors, or representatives ("Representatives"), except to those of its Representatives who have signed written confidentiality agreements at least as restrictive and protective as the obligations set forth herein;

22.4. Not use (or assist or permit its Representatives to use) any of the Confidential Information for any purpose other than: (i) in connection with the performance of its obligations under the Agreement; and/or (ii) in connection with the defense or prosecution of any claim relating to the subject Services. In the event of such use in connection with defense or prosecution of a third party claim, the Party seeking to disclose Confidential Information shall, reasonably in advance, advise the other Party of its intended use of such information and shall not object to the intervention or request for protection of such information in connection with such third party claim or proceeding.

22.5. Except as otherwise provided for in Section 13(viii), each Party will maintain all information subject to applicable law in accordance with standards required by applicable law, even beyond the Term of the Agreement.

22.6. The following conditions will apply to Representatives:

(i) Representatives that will have access to Confidential Information shall be informed of the confidential nature of such information.

(ii) Each Party will impose on its Representatives, as a binding obligation, confidentiality and non-disclosure obligations consistent with the Agreement.

22.7. The restrictions in this Section shall not apply to any information to the extent that it: is or comes within the public domain other than through a breach of this Section 22; or is in a Party's possession (with full right to disclose) before receipt from the other; or is lawfully received from a third party (with full right to disclose); or is independently developed without access to or use of the Confidential Information; or is required to be disclosed by law or by a court of competent jurisdiction provided that, unless prohibited by law from doing so, the Party required to disclose such information agrees to give prior written or electronic notice of such disclosure and to take reasonable and lawful actions available to it to avoid and/or minimize the extent of such disclosure.

22.8. In furtherance of Paycom complying with Paycom's compliance policies and programs, applicable laws, court order, or legal requirements, Paycom may disclose Confidential Information to governmental authorities and/or Paycom's financial institutions.

22.9. Either Party may seek injunctive relief for any actual or reasonably anticipated disclosure by the other, including preliminary and permanent injunctive relief, regardless of whether monetary damages caused by the breach can be determined or proved.

22.10. The term "Confidential Information" shall mean all information one Party hereto acquires from the other Party hereto relating to the Services, whether developed by the disclosing Party or by others and whether patented or patentable, including, without limitation, Personal Data (as defined in Section 23), trade secrets, unpublished patent applications, designs, processes, disaster recovery plans, audit reports, information technology structure and hardware, studies and notes containing or reflecting such information, business plans and strategies, financial information, pricing information, specifications, devices, and all information one Party hereto acquires or observes in connection with the Services, regardless of whether such information is designated as Confidential Information at the time of its disclosure.

23. Data Security. To ensure the security of Client's electronic nonpublic personal information ("Personal Data"), except as it pertains to Section 19, Paycom shall:

23.1 implement reasonable technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access, in particular, where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

23.2 encrypt Personal Data while in transport over the internet and, when data is not in transport, store such data on storage that is encrypted;

23.3 upon a complete investigation and validation, promptly notify Client of any facts known to Paycom concerning any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage, or destruction of Personal Data by any current or former employee, contractor or agent of Paycom, or any intrusion into Paycom's system caused by Paycom's failure. In the event of such accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage, or destruction of Personal Data Paycom shall reasonably cooperate with Client as required by applicable law to: (i) limit the unauthorized disclosure or use, (ii) seek the return of any Personal Data and (iii) assist in providing notice;

23.4 upon termination or expiration of the Agreement for whatever reason, Paycom shall maintain the confidentiality and data security obligations set forth herein while Paycom retains any Personal Data.

23.5 In addition to the foregoing, Paycom is not and shall not be Client's official record keeper. Accordingly, Client shall keep copies of all information and Personal Data it deems necessary.

24. Exclusions to Limitations of Liability. Notwithstanding anything to the contrary in the Agreement, including notwithstanding the paragraph entitled "LIMITATIONS OF LIABILITY" in the PHCMSA, neither Party excludes nor limits its liability to the other for any of the following (and nothing in the Agreement shall be construed as excluding or limiting such liability):

24.1. for personal injury or death resulting from its negligence or that of its employees, agents, or subcontractors:

24.2. for any matter which it would be illegal for that Party to limit its liability;

24.3. for a Party's actual fraud, defamation, or trade libel;

24.4. for a breach of: Section 12 (Client's Indemnity Obligation) and/or Section 13 (Client Representations and Warranties);

24.5. for a Party's fee(s) and/or charges due and owing pursuant to the Agreement;

24.6. for Client's failure to remit funds and/or satisfy any of its Services funding obligations; and

24.7. for, after Client remits all applicable tax monies to Paycom and after Client complies with the Agreement in all material respects, Paycom breaches its obligations in this Agreement and fails to promptly pay and remit said tax monies to applicable Taxing Authorities on Client's behalf.

24.8. for, after Client remits all applicable direct deposit and other funds to Paycom and after Client complies with the Agreement in all other material respects, Paycom breaches its obligation in this Agreement to promptly pay and remit said funds to Client's specified persons on Client's behalf.

25. Feedback; Improvement; Assignment. In the event Client, or any third party on behalf of Client submits any suggestions, ideas, criticisms, enhancement requests, feedback, recommendations, or other information or ideas regarding the Services, Paycom's products or the Paycom Technology (hereinafter referred to as "Feedback"), Client agrees that such Feedback is gratuitous, without restriction and will not place Paycom under any fiduciary or other obligation. Paycom shall be free to disclose such Feedback on a non-confidential basis to anyone. Moreover, Client assigns to Paycom all right, title and interest in any Feedback that relates to the Services, Website Account or Paycom Technology.

26. Recording. Each Party hereby consents that such other Party may, without further notice or further notification, electronically monitor or record the telephone conversations between the parties' respective representatives in connection with the parties' business dealings. Each Party agrees that it shall have an

expectation that all telephone calls made or received by either Party to the other Party are being electronically monitored or recorded by the other Party for the other Party's business purposes and/or business records retention purposes. Each Party hereby notifies the other Party that it regularly and consistently monitors or records the telephone conversations of the other Party's representatives, and that the monitoring or recording of such telephone conversations is likely to occur at any time and without further notice. It is further agreed that the monitoring or recording activities of such parties' representatives shall constitute permissible monitoring or recording pursuant to this Agreement. To the extent a Party seeks to, in the future, withdraw and revoke the consent to such monitoring and recording activities provided for in this Agreement, then in order for such revocation to be effective said Party must send a written or electronic notice to the other Party pursuant to the notice provisions of this Agreement, and any such written or electronic notice shall not be effective until at least thirty (30) days after the receiving Party receives such notice.

27. Signatory Authority; Third-Party Arrangements. To the extent the undersigned signatory is acting on behalf of a third party with respect to servicing that third party's payroll and other service needs, the undersigned signatory hereby warrants and represents to Paycom that the signatory has been appointed as the third party's duly authorized agent and has all the requisite authority to bind said third party to the obligations of the Agreement and hereby does bind said third party to each of the obligations of the Agreement. Additionally, any third party that accesses or views Client's Website Account shall be required to enter into separate agreements with Paycom governing such use. Client shall promptly provide Paycom a list of any such third parties as well as information concerning the extent of such access, disclosure or use by such third party. Client shall be exclusively responsible for all issues arising out of any Client-selected third party's access, viewing, or use of Client's Website Account.

28. Interest, Setoff, Recoupment; Interpleader and Remedies. In addition to any other rights, fees or charges provided for herein, if any amount is not paid to Paycom within five calendar days of its due date, Client shall be additionally liable for interest on said unpaid amount(s) at an interest rate of 1½% per month or the highest rate allowed by applicable law, whichever is less, from the due date until paid in full. In the event Client is in default of its payment obligations to Paycom, then Paycom shall have the right to offset and/or apply any of Client's funds being held by Paycom to any outstanding obligation of Client owing to Paycom. Notwithstanding anything to the contrary in this Agreement or any written report or communication among the parties, the specific timing or amounts of any ACH, wire or debit from Client's account shall in no way bind Paycom nor shall it have any bearing on how Paycom applies and/or allocates said funds among the Client's employee direct deposits, Paycom fees, payroll tax payments and/or other sums. In the event any monies credited or debited by Paycom and/or in Paycom's possession are subject to potential reversal, return, setoff or recoupment, then Paycom shall have the right to hold said funds during the time period of potential reversal, return, setoff or recoupment and thereafter shall promptly return all remaining funds to Client after the applicable time period has expired. Notwithstanding anything to the contrary herein, Paycom shall not be in breach of this Agreement in the event Paycom fails to remit Client funds due to: (i) garnishment or other legal process served upon Paycom concerning Client or Client's funds; (ii) a secured creditor or other person's assertion of legal process, assertion of a lien, or assertion of a claim of right to or against Client's funds; or (iii) a government entity's assertion of legal process, assertion of a lien, or assertion of a claim of right to or against Client's funds; (iv); a bankruptcy filing by Client. In any of the aforementioned instances, Paycom may suspend or withhold payment and interplead or otherwise seek relief concerning the subject funds with an applicable Court or tribunal.

29. Force Majeure. Neither Party shall be liable for delays in performance which are caused by natural disasters, strikes, war, terrorism, epidemics, pandemics, governmental shutdown orders or restrictions, utility outages, communication outages, or any other circumstances which could not have been reasonably foreseen and avoided by commercially reasonable action, or are beyond the reasonable control of such Party, except that this provision shall not excuse the failure of Client to timely meet all of its funding requirements to Paycom (including its funding, payment, and cash requirements) for any applicable Service performed by Paycom for Client. If applicable, either Party shall be excused from performance under the Agreement for the duration of the effects of such circumstances.

30. Direct Deposit Authorization Forms. Before any of Client's employees are setup for utilization of ACH direct deposit, Client shall require that each such employee sign a "Direct Deposit Authorization and Agreement" form, which authorizes Paycom to make transfers to and from the employee's account using the ACH system and which, in certain instances, authorizes Paycom to withdraw funds or reverse fund transfers from Employee's account. For each such Client employee, Client shall maintain such signed forms in Client's possession for a period of at least one year after the last payroll is processed by Paycom for said employee. Client shall provide all such signed forms to Paycom within five (5) days of Paycom's request. In the event that any of Client's employees refuse to sign a "Direct Deposit Authorization and Agreement" form, Client shall not allow said employee(s) to utilize direct deposit. Client further agrees to cooperate with Paycom and/or any other parties to recover funds credited in error to an employee as a result of an error in processing.

31. Waiver. The failure by Client or Paycom to insist upon strict performance of the Agreement shall not constitute a waiver of that provision with respect to demands for future performance.

32. Severability. Each section, subsection and lesser section of the Agreement constitutes a separate and distinct undertaking, covenant or provision hereof. In the event that any provision of the Agreement shall be determined to be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event such a limiting construction is impossible, such invalid or unenforceable provision shall be deemed severed from the Agreement, but every other provision of the Agreement shall remain in full force and effect.

33. Independent Contractors; Limitations. The Agreement establishes an independent contractor relationship only, by which Paycom will perform the Services described in the Agreement. It is not intended as, and shall not be construed to establish a partnership, joint venture, employer/employee relationship, or master/servant relationship. Paycom shall only be required to assist the Client with its obligations and perform the specific Services provided for in the Agreement, and no others. It is agreed that Paycom is not an insurer and that the fees Paycom charges are based solely on the value of the services provided for herein and the terms of this Agreement. Notwithstanding anything to the contrary in the Agreement, to the extent Paycom is determined to be liable for any monetary damages, Client's remedies for all damages, losses, liabilities, demands, and causes of action, whether in contract, tort, including negligence or otherwise, shall not exceed the applicable aggregate cap and/or amounts specifically provided for in this Agreement, regardless of Client's actual losses, liabilities, or injuries. Paycom is not an insurer against Client's risks. Client acknowledges the fees Client is actually paying for the Services is commensurate with the specific limitation of liability's provided herein. Client and Paycom acknowledge and agree that Paycom is retained under the Agreement to assist Client with certain obligations of Client and that Paycom is not an employer of Client's employees, nor a fiduciary of Client or Client's employees. Paycom is merely providing certain specified services to assist Client. Paycom responsibilities include only the Services expressly set forth herein and shall not include any other services, unless agreed to in writing. Nothing contained in the Agreement shall be deemed to permit either Party to conduct business in the name of or on account of the other Party, or to act on behalf of or bind the other Party in any manner whatsoever, except for the taking of actions by Paycom on behalf of Client in the fulfillment of Paycom's specific obligations under the Agreement.

34. No Third-Party Beneficiaries; Limited Obligations. Nothing in the Agreement creates or will be deemed to create third party beneficiaries of or under the Agreement. BY VIRTUE OF THE AGREEMENT, PAYCOM HAS NO OBLIGATIONS TO ANYONE OTHER THAN THE CLIENT ENTITY SIGNING THE AGREEMENT. BY VIRTUE OF THE AGREEMENT, PAYCOM HAS NO OBLIGATION TO ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, TAXING AUTHORITIES AND/OR CLIENT'S EMPLOYEES, INDEPENDENT CONTRACTORS, AND/OR CONSULTANTS). Notwithstanding anything to the contrary herein, Paycom has not assumed and does not assume the obligations of an 'employer' to Client's employees or any other person or entity. Notwithstanding anything to the contrary herein, Paycom has not assumed the obligations of and is not a 'responsible party' for tax purposes.

35. Assignment.

35.1. The Agreement shall not be assigned or delegated by Client (regardless of whether such assignment or delegation is in the form of an assignment, merger, consolidation, conversion, sale of all or a portion of assets, or otherwise), in whole or in part, without the prior written consent of Paycom.

35.2. Upon thirty (30) days notice to Client, the Agreement may be freely assigned or delegated by Paycom (regardless of whether such assignment or delegation is in the form of an assignment, merger, consolidation, conversion, sale of all or a portion of assets, or otherwise), in whole or in part, to any affiliate or sister entity without the prior written consent of Client. Paycom will advise Client of such assignment, which may be made via email to the email address provided in Client's Website Account and shall be deemed received by Client upon Paycom's sending of such email. Client hereby waives any restrictions under applicable law with respect to the assignment. Upon the request of Paycom, Client agrees to promptly execute and deliver an acknowledgement of assignment in form and substance satisfactory to Paycom and such other documents and assurances as reasonably requested by Paycom or Paycom's assignee.

35.3. Subject to the foregoing, the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each Party and its respective successors and assigns.

36. Electronic Signature. Paycom and Client agree to conduct this transaction and, unless this consent is specifically revoked, subsequent transactions by electronic means and that an electronic signature of either Party or both Parties, including fax signature, PDF signature, scanned signature, typed-out signature, or other electronic means, shall have the same legally binding force and effect as an original signature. An executed copy of the Agreement may be delivered by one or more of the Parties by facsimile, email, or similar instantaneous electronic transmission device pursuant to which the signature of, or on behalf of, the Party can be seen, and such execution and delivery shall be considered valid, legally binding, and effective for all purposes.

37. Entire Agreement, Amendments, and Modifications. The Agreement represents the entire agreement between the Parties, and there are no inducements, representations, or warranties, or any other oral or other written agreements or understandings between the Parties affecting the Agreement, or related to the Services to be provided by Paycom or the obligations undertaken by Client or Paycom under the Agreement. Upon thirty (30) days notice to Client, Paycom may amend the Agreement at any time in its sole discretion, effective upon providing notice of the amended terms with an electronic notification to Client that such Agreement has or is being amended and is available for review by Client; and Client's continued use of Paycom's Services after an amendment's effective date constitutes Client's acceptance of such amendment. Upon receipt of such notice, Client may object in writing to any proposed changes and the Parties may negotiate. However, if Client does not provide a written objection within 30 days of its receipt of notice, Client will be deemed to have consented to any proposed amendments and such changes shall go into effect. With respect to the Services, the Agreement supersedes all previous agreements and negotiations between the Parties. It is understood and agreed that no employee, officer, or director of Paycom has the authority to modify the Agreement orally.

Class Action Waiver; Waiver of Sovereign Immunity. Any legal proceedings to resolve or litigate any dispute will be conducted solely on an individual basis. *No Party will seek to have any dispute with the other Party heard as a class action or heard within an already-pending class action proceeding, or in any other proceeding in which either Party or any litigant acts or proposes to act in a representative capacity. Any and all such rights to proceed on a class-wide basis are hereby waived. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.* Neither party will avail itself to third-party practice procedures, nor file a third-party complaint, petition, cross-claim, or pleading against the other Party, that would have the result of commencing or initiating claims against the other Party in a court other than the courts provided for in the exclusive venue provisions set forth in this Section. *If any portion of this class action waiver is deemed invalid, illegal and/or unenforceable, then that portion will be severed with the remainder remaining in full force and effect.*

Client expressly waives any claim of sovereign immunity as to Client's business dealings with Paycom if applicable (i.e. Native American Nations). If either Party brings a legal action to enforce the Agreement, the prevailing Party in such action, as determined by the court, shall be entitled to recover reasonable attorneys' fees and litigation expenses as determined by the court. Client and the undersigned individual each represent that the signatory to the Agreement is authorized to enter into such agreement on behalf of Client.

38. WAIVER OF JURY TRIAL. [Omitted]

39. Use of SSNVS. Paycom may utilize the Social Security Number Verification Services ("SSNVS") to verify employee Social Security Numbers ("SSNs") and names solely to ensure that the records of current or former employees are correct for the purpose of completing Internal Revenue Service (IRS) Form W-2 (Wage and Tax Statement). SSA returns all names and SSNs submitted and indicates if an individual's name and SSN matches or does not match. If the individual's name and SSN does not match their records, SSA advises that their response (1) does not imply that you or your employee intentionally provided incorrect information about the employee's name or SSN, (2) does not make any statement about your employee's immigration status, and (3) is not a basis, in and of itself, to take any adverse action against the employee such as laying off, suspending, firing or discriminating against the employee. Furthermore, reliance on the verification information SSA provides to justify adverse action against a worker may violate State or Federal law. Please consult your legal counsel before doing so and/or before determining whether to opt-out of this additional feature. It is appropriate to use SSNVS only once an official employer-employee relationship has been established. The functions being performed by Paycom shall adhere to the proper use of SSNVS. Please be advised that this service is available at no cost from SSA and this service is not the product of a unique or exclusive arrangement between SSA and Paycom.

40. Survival. The following will survive any termination or expiration of the Agreement:

40.1. General Terms and Conditions, sections 2 (Paycom Representations and Warranties), 4 last paragraph (Paycom's Intellectual Property; Use of Trademarks and Trade Names), 5 (Paycom's Indemnification Obligation), 6 (Reliance on Client's Information; Responsibility for Amended Returns; Exclusions; Instructions; Concurrent Actions), 8 (Term and Termination), 12 (Client's Indemnity Obligation), 13 (Client Representations and Warranties), 16 (Access Restrictions), 17 (Security Features), 19 (Data Services), 21 (Client's Review), 22 (Confidentiality), 23 (Data Security), 24 (Exclusions to Limitations of Liability), 28 (Interest, Setoff, Recoupment; Interpleader and Remedies), 29 (Force Majeure), 34 (No Third-Party Beneficiaries; Limited Obligations), 38 (Class Action Waiver; Waiver of Sovereign Immunity), and 39 (WAIVER OF JURY TRIAL).

40.2. The Limitations of Liability paragraph in the PHCMSA.

AGREED AND ACCEPTED BY CLIENT:

_____
COMPANY LEGAL NAME

_____
TYPE OR PRINT NAME TITLE

_____
AUTHORIZED SIGNATURE

PAYCOM PAYROLL, LLC d/b/a PAYCOM:

_____
AUTHORIZED SIGNATURE

_____
TYPE OR PRINT NAME

Reporting Agent
TITLE

********************************REST OF PAGE INTENTIONALLY LEFT BLANK********************************

Proposal Prepared for Valued Partner - City of Grand Island
Proposal #576-151.12-7.33-4373.20-1211020-658183
Frequency: BI-WEEKLY / Number of Checks/Vouchers: 576

Created on 02/19/2025. Valid For 30 Days.

Client Signature	Title
Printed Name	Date

Human Capital Management Solution

Solution	Base	Per Check	Per Payroll Fee
Background Screening			Per Use Fee
Single Application HCM System			Included
Dedicated Paycom Specialist			Included
Beti®			Included
- Approve My Check®			Included
- Payroll Automation			Included
- Payroll Dashboard			Included
Applicant Tracking			Included
Drug Testing			Per Use Fee
E-Verify®			Included
New Hire Reporting			Included
Employee Self-Service®			Included
- AskHere			Included
- Manager on-the-Go®			Included
Documents and Checklists			Included
- Self-Onboarding			Included
Time and Attendance			Included
GeoFencing			Included
Scheduling			Included
Time-Off Accrual Tracking			Included
Time-Off Requests			Included
- Gone			Included
Payroll Processing			Included
- Check Vouchers			Included
- Federal Electronic Tax Depositing (941,940)			Included
- Deposit and File State Tax Deposits			Included
- Deposit and File SUTA (State Unemployment)			Included
- Quarterly Federal/State Deposit Statements			Included
- Quarterly 941s Signed and Filed			Included
- Jurisdiction Filing (6.00 USD per additional Jurisdiction)	Jurisdictions: 1		$ -
- Position Seat Management			Included
- Direct Data Exchange®			Included
- Employment Predictor			Included
- Organizational Chart			Included
- My Analytics/Executive Dashboard			Included
- Tax Registration Service			Per Use Fee
Payroll Gross to Net			Included
General Ledger Concierge			Included
Paycom Pay®			Included
Advanced Report Center			Included
Push Reporting®			Included
Workers Comp Tracking			Included

All monetary values in this document are in (USD)

Proposal Prepared for Valued Partner - City of Grand Island
Proposal #576-151.12-7.33-4373.20-1211020-658183
Frequency: BI-WEEKLY / Number of Checks/Vouchers: 576

401(k) Report				Included
Tax Credits				Included
Benefits Administration				Included
Benefits-to-Carrier				Included
Enhanced Affordable Care Act				Included
Government & Compliance				Included
Expense Management				Included
Mileage Tracker/FAVR				Included
Personnel Action Forms				Included
- Performance Discussion Forms				Included
COBRA	Plus $3.95 Per Letter - Billed Monthly			Included
Vault				Included
Total (USD)	576	$151.12	$7.33	$4,373.20

Pay-Per-Use

Solution	Quantity	Base	Per Check	Per Payroll Fee
Direct Deposits (Per Additional Distribution)	0	$8.88	$0.31	$ -
Full Garnishments	0	$ -	$10.00	$ -
Total (USD)				$0.00

Grand Total Per Payroll (USD) $4,373.20

One-Time Conversion, Set-Up and Training

Solution	Option	Quantity	Per Unit Charge	Fee
Client Conversion	Included			$12,239.80
Training	Included			Included
401(k) File	Included	1	$500.00	$500.00
Total Initial Investment (USD)				$12,739.80

Carrier Feeds

Solution	Option	Per Unit Charge
Carrier Feeds	Included	$650.00 per Plan Type to be billed upon completion

Annually

Solution	Option		Annual Fee
940 Filed	Included		Included
W-3 Transmittal	Included		$75.00
Employee/Employer W-2s	Included	Per W-2	$6.95
ACA Form 1094 (B or C)	Included		$75.00
ACA Form 1095 (B or C)	Included	Per 1095 Form	$6.95

All Pricing is subject to change with written or electronic notice. Client acknowledges and agrees that delivery fees and check stuffing fees do not always involve delivery of a physical check, paystub, and/or report to Client. Additional processing fees may apply.

All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal (unless specified otherwise). Client is responsible for applicable taxes in addition to the fees outlined in the proposal. Applicable taxes may vary by jurisdiction.
Paycom's Services, fees, and charges are subject to the Payroll and Human Capital Management Services Agreement, which is hereby incorporated by reference, and includes the current version of the General Terms and Conditions and applicable Schedules located at paycom.com/agreements

. .

All monetary values in this document are in (USD)

Proposal Prepared for Valued Partner - City of Grand Island
Proposal #11-151.12-7.33-231.75-1211020-658183
Frequency: MONTHLY / Number of Checks/Vouchers: 11

Created on 02/19/2025. Valid For 30 Days.

Client Signature	Title
Printed Name	Date

Human Capital Management Solution

Solution	Base	Per Check	Per Payroll Fee
Background Screening			Per Use Fee
Single Application HCM System			Included
Dedicated Paycom Specialist			Included
Beti®			Included
- Approve My Check®			Included
- Payroll Automation			Included
- Payroll Dashboard			Included
Applicant Tracking			Included
Drug Testing			Per Use Fee
E-Verify®			Included
New Hire Reporting			Included
Employee Self-Service®			Included
- AskHere			Included
- Manager on-the-Go®			Included
Documents and Checklists			Included
- Self-Onboarding			Included
Time and Attendance			Included
GeoFencing			Included
Scheduling			Included
Time-Off Accrual Tracking			Included
Time-Off Requests			Included
- Gone			Included
Payroll Processing			Included
- Check Vouchers			Included
- Federal Electronic Tax Depositing (941,940)			Included
- Deposit and File State Tax Deposits			Included
- Deposit and File SUTA (State Unemployment)			Included
- Quarterly Federal/State Deposit Statements			Included
- Quarterly 941s Signed and Filed			Included
- Jurisdiction Filing (6.00 USD per additional Jurisdiction)	Jurisdictions: 1		$ -
- Position Seat Management			Included
- Direct Data Exchange®			Included
- Employment Predictor			Included
- Organizational Chart			Included
- My Analytics/Executive Dashboard			Included
- Tax Registration Service			Per Use Fee
Payroll Gross to Net			Included
General Ledger Concierge			Included
Paycom Pay®			Included
Advanced Report Center			Included
Push Reporting®			Included
Workers Comp Tracking			Included

All monetary values in this document are in (USD)

Proposal Prepared for Valued Partner - City of Grand Island
Proposal #11-151.12-7.33-231.75-1211020-658183
Frequency: MONTHLY / Number of Checks/Vouchers: 11

401(k) Report				Included
Tax Credits				Included
Benefits Administration				Included
Benefits-to-Carrier				Included
Enhanced Affordable Care Act				Included
Government & Compliance				Included
Expense Management				Included
Mileage Tracker/FAVR				Included
Personnel Action Forms				Included
- Performance Discussion Forms				Included
COBRA	Plus $3.95 Per Letter - Billed Monthly			Included
Vault				Included
Total (USD)	11	$151.12	$7.33	$231.75

Pay-Per-Use				
Solution	Quantity	Base	Per Check	Per Payroll Fee
Direct Deposits (Per Additional Distribution)	0	$8.88	$0.31	$ -
Full Garnishments	0	$ -	$10.00	$ -
Total (USD)				$0.00

Grand Total Per Payroll (USD)	$231.75

Annually			
Solution	Option		Annual Fee
940 Filed	Included		Included
W-3 Transmittal	Included		$75.00
Employee/Employer W-2s	Included	Per W-2	$6.95
ACA Form 1094 (B or C)	Included		$75.00
ACA Form 1095 (B or C)	Included	Per 1095 Form	$6.95

All Pricing is subject to change with written or electronic notice. Client acknowledges and agrees that delivery fees and check stuffing fees do not always involve delivery of a physical check, paystub, and/or report to Client. Additional processing fees may apply.

All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal (unless specified otherwise). Client is responsible for applicable taxes in addition to the fees outlined in the proposal. Applicable taxes may vary by jurisdiction.
Paycom's Services, fees, and charges are subject to the Payroll and Human Capital Management Services Agreement, which is hereby incorporated by reference, and includes the current version of the General Terms and Conditions and applicable Schedules located at paycom.com/agreements

. .

All monetary values in this document are in (USD)

Proposal Prepared for Valued Partner - City of Grand Island
Proposal #13-151.12-7.33-246.41-1211020-658183
Frequency: SEMI-MONTHLY / Number of Checks/Vouchers: 13

Created on 02/19/2025. Valid For 30 Days.

Client Signature	Title
Printed Name	Date

Human Capital Management Solution

Solution	Base	Per Check	Per Payroll Fee
Background Screening			Per Use Fee
Single Application HCM System			Included
Dedicated Paycom Specialist			Included
Beti®			Included
- Approve My Check®			Included
- Payroll Automation			Included
- Payroll Dashboard			Included
Applicant Tracking			Included
Drug Testing			Per Use Fee
E-Verify®			Included
New Hire Reporting			Included
Employee Self-Service®			Included
- AskHere			Included
- Manager on-the-Go®			Included
Documents and Checklists			Included
- Self-Onboarding			Included
Time and Attendance			Included
GeoFencing			Included
Scheduling			Included
Time-Off Accrual Tracking			Included
Time-Off Requests			Included
- Gone			Included
Payroll Processing			Included
- Check Vouchers			Included
- Federal Electronic Tax Depositing (941,940)			Included
- Deposit and File State Tax Deposits			Included
- Deposit and File SUTA (State Unemployment)			Included
- Quarterly Federal/State Deposit Statements			Included
- Quarterly 941s Signed and Filed			Included
- Jurisdiction Filing (6.00 USD per additional Jurisdiction)	Jurisdictions: 1		$ -
- Position Seat Management			Included
- Direct Data Exchange®			Included
- Employment Predictor			Included
- Organizational Chart			Included
- My Analytics/Executive Dashboard			Included
- Tax Registration Service			Per Use Fee
Payroll Gross to Net			Included
General Ledger Concierge			Included
Paycom Pay®			Included
Advanced Report Center			Included
Push Reporting®			Included
Workers Comp Tracking			Included

All monetary values in this document are in (USD)

Proposal Prepared for Valued Partner - City of Grand Island
Proposal #13-151.12-7.33-246.41-1211020-658183
Frequency: SEMI-MONTHLY / Number of Checks/Vouchers: 13

401(k) Report				Included
Tax Credits				Included
Benefits Administration				Included
Benefits-to-Carrier				Included
Enhanced Affordable Care Act				Included
Government & Compliance				Included
Expense Management				Included
Mileage Tracker/FAVR				Included
Personnel Action Forms				Included
- Performance Discussion Forms				Included
COBRA	Plus $3.95 Per Letter - Billed Monthly			Included
Vault				Included
Total (USD)	13	$151.12	$7.33	$246.41

Pay-Per-Use				
Solution	Quantity	Base	Per Check	Per Payroll Fee
Direct Deposits (Per Additional Distribution)	0	$8.88	$0.31	$ -
Full Garnishments	0	$ -	$10.00	$ -
Total (USD)				$0.00

Grand Total Per Payroll (USD)	$246.41

Annually			
Solution	Option		Annual Fee
940 Filed	Included		Included
W-3 Transmittal	Included		$75.00
Employee/Employer W-2s	Included	Per W-2	$6.95
ACA Form 1094 (B or C)	Included		$75.00
ACA Form 1095 (B or C)	Included	Per 1095 Form	$6.95

All Pricing is subject to change with written or electronic notice. Client acknowledges and agrees that delivery fees and check stuffing fees do not always involve delivery of a physical check, paystub, and/or report to Client. Additional processing fees may apply.

All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal (unless specified otherwise). Client is responsible for applicable taxes in addition to the fees outlined in the proposal. Applicable taxes may vary by jurisdiction.
Paycom's Services, fees, and charges are subject to the Payroll and Human Capital Management Services Agreement, which is hereby incorporated by reference, and includes the current version of the General Terms and Conditions and applicable Schedules located at paycom.com/agreements

. .

All monetary values in this document are in (USD)

Company Summary					
Company Name	# of Checks/ Vouchers	Base/Per Check	Per Payroll Fee	Total Initial Investment	Annual Estimate
City of Grand Island	600	$151.12/ $7.33	$4,851.36	$12,739.80	$122,398.04
Total (USD)	**600**		**$4,851.36**	**$12,739.80**	**$122,398.04**

Frequency Summary				
Company Name	Frequency	# of Checks/Vouchers	Per Payroll Fee	Annual Estimate
City of Grand Island	Bi-Weekly	576	$4,373.20	$113,703.20
City of Grand Island	Monthly	11	$231.75	$2,781.00
City of Grand Island	Semi-Monthly	13	$246.41	$5,913.84
Total (USD)		**600**	**$4,851.36**	**$122,398.04**

R E S O L U T I O N 2025-66

WHEREAS, the Human Resources and Finance Departments require a more robust software package to perform all things human capital related; and

WHEREAS, the Paycom software package offers all of the needs the City requires; and

WHEREAS, staff is recommending the purchase of the software package from Paycom in the amount of $389,824 over a three year period.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that city staff purchase the software package from Paycom for $389,824 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 7.p.

Subject: #2025-67 - Approving Ground Lease between the City of Grand Island and Hall County Livestock Improvement Authority (Fonner Park)

Staff Contact: Laura McAloon

BACKGROUND: Vacant City land located between the Island Oasis Waterpark, Fire Station No. 1 and the State Fair Boulevard parcel has been historically used for parking by Nebraska State Fair patrons and overflow parking by attendees/exhibitors during Fonner Park and Grand Island Livestock Complex Authority (GILCA) shows. The land is unimproved and becomes rutted and muddy when rain interferes with the parking usage. As part of the Nebraska State Fair's (NSF) stormwater improvements funded by Nebraska ARPA dollars, NSF planned to make drive aisle and stormwater drainage improvements to the lots, but retain the dirt surface.

In addition to the parking use, in 2006 and 2007, the City Council dedicated a 350' x 350' area in the southeast corner of the land to future memorials for Fire and Rescue and Law Enforcement officers. The Law Enforcement Memorial has been built and fundraising continues for the construction of the Fire and Rescue Memorial to the east of Law Enforcement Memorial.

DISCUSSION: During the construction of the Elite Casino and Hotel, the planned construction of an adjacent parking garage was deleted from the building plans with the intent to utilize the existing improved surface parking lots on the Fonner Park campus. The Chief Building Official reviewed that proposal and determined that the capacity of the improved parking lots was insufficient to accommodate additional users from Elite Casino and Hotel. As one of the Fonner Park campus stakeholders (Fonner, NSF, City and GILCA), City staff worked with Fonner, NSF and Elite Casino and Hotels to develop a win-win solution to the parking shortage.

City staff agreed to recommend a ground lease of the NSF/overflow parking area to Fonner Park which would be fully improved to paved parking with accessible travel paths to the Fieldhouse and the area of the NSF main entrance. This approach would enable the campus

stakeholders to maximize the available stormwater remediation funding and create over 1100 additional improved public parking stalls for use by the public, Casino patrons, Fair patrons, GILCA patrons and any other person attending an event at Fonner Park.

Olsson Engineering is the engineer engaged by NSF for the ARPA funded stormwater improvements and Fonner engaged Olsson to design paved parking on the City's lots. The City Engineer Keith Kurz reviewed and approved the design, Chief Building Official Ed Klimek approved the number of stalls created as sufficient to serve the Casino and Hotel parking requirements, and Fonner Park has agreed to fund the construction costs. A copy of the parking lot design is included in your packet.

The parking lot design incorporates the parking originally anticipated for the Law Enforcement and Fire and Rescue Memorials, moves the perimeter fencing for Fire Station 1 to a point designated by the Fire Department and accommodates the planned expansion of Island Oasis Water Park. It also provides an accessible path of travel from the new paved parking area directly to the Field House entrance, thereby expanding the public parking available to the Field House or Island Oasis for large events. Parking will continue to be provided to the Nebraska State Fair during its operation and will provide patrons with a greatly enhanced parking experience as well as more convenient and accessible parking spaces near the State Fair entrance for persons with mobility issues.

The term of the ground lease will start September 15, 2025 and is for an initial term of fifty (50) years, with the option for five (5) year renewals by the parties. Fonner Park will be responsible for all maintenance of the improved parking lot during the term of the lease. There is no annual rent because the consideration paid to the City by Fonner for the leasehold rights is the initial construction and ongoing maintenance of the parking lots, including regular striping and repairs to the surface. Members of the public will continue to be able to park on the lots at no cost and any future parking fees for the use of the parking spaces would have to be approved first by the City Council.

FISCAL IMPACT: There is no cost to the City for the improvements or for maintenance of the improved parking lots during the term of the ground lease.

ALTERNATIVES: Approve the resolution
Take no action.

RECOMMENDATION: Approve the resolution authorizing the Mayor to execute a ground lease with Hall County Livestock Improvement Association for an initial term of fifty years, in exchange for the construction and maintenance of paved parking spaces, sidewalks and related parking lot improvements and landscaping.

SAMPLE MOTION: Move to approve the resolution.

ATTACHMENTS:
1. Agreement
2. Parking Site Layout
3. GIS - Fonner Parking Lot
4. Resolution

* This Space Reserved for Register of Deeds *

GROUND LEASE AGREEMENT

This Ground Lease Agreement (this "Agreement") is entered into as of the _____ day of February, 2025, (the "Effective Date") by and between the City of Grand Island, a Municipal Corporation ("Landlord") and Hall County Livestock Improvement Association ("Tenant"). Each Landlord and Tenant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS Landlord owns and desires to lease to Tenant, and Tenant desires to lease, the Site (as defined herein); and

WHEREAS Landlord and Tenant wish to enter into this Agreement for the lease of the Site for use by Tenant as per the terms of this Agreement.

NOW, THEREFORE for good and valuable consideration stated herein, the sufficiency of which is herby acknowledged, the Parties agree as follows:

1. **Agreement to Lease**. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the real estate described in Exhibit A attached hereto (the "Site"). Landlord represents and warrants to Tenant that Landlord has good and marketable title to the Site free and clear of any liens, claims or encumbrances of any nature whatsoever other than liens, claims or encumbrances filed of record with the Hall County Register of Deeds as of the date of this Agreement.

2. **Purpose**. The Site may be used and occupied only for the following purpose :
    a. The construction, operation, maintenance, painting, striping, repair and replacement of a parking lot for use by the public, including Tenant and its tenants, their guests, invitees, contractors, customers and licensees.
    b. Any subsequent use as permitted in a mutually agreed upon agreement. (together, the "Permitted Use")

    Nothing herein shall give Tenant the right to use the Site for any other purpose without the prior written consent of Landlord. Landlord makes no representation or warranty regarding the legality of the Permitted Use, and Tenant will bear all risk of any adverse change in applicable laws.
3. **Term**. This Agreement will be for a term beginning on the 15th day of September, 2025 and ending on November 30, 2074 (the "Initial Term"). Provided that Tenant is not in default under the terms of this Agreement, Tenant shall have the option to lease the Site for nine (9) additional terms of five (5) years each (each such term a "Renewal Term" and collectively, the "Renewal Terms") upon the same terms and conditions contained in this Agreement. Each Renewal Term shall be automatically deemed elected without any action on the part of either party, unless either Party notifies the other Party in writing of its desire to not exercise any renewal option at least 180 days prior to the termination date of the Initial Term or any Renewal Term.
4. **Parking Assessment**. Tenant shall pay all assessments should a Parking District be created.
5. **Delivery of Possession**. Landlord will deliver possession of the Site to Tenant on the start date of the Initial Term. In the event Landlord is unable to give possession of the Site to Tenant on such date, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, the Term will not be extended, and Tenant will not be liable for any assessment until Landlord gives possession of the Site to Tenant; provided however, that if Landlord does not give possession of the Site to Tenant within 10 days from the start of the Term, Tenant may cancel this Agreement by notice in writing to Landlord.
6. **Holdover Tenancy**. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. Tenant shall be liable for any damages incurred by Landlord as a result of the holdover.
7. **Condition of the Site**. Tenant has examined the Site and accepts the Site in its current condition "AS IS" and "WITH ALL FAULTS." EXCEPT AS EXPRESSLY SET FORTH HEREIN, LANDLORD MAKES NO REPRESENATION OR WARRANTY, EXPRESS OR IMPLIED, OR

ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, SUITABLITY, OR CONDITION. Tenant acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Agreement other than the representations and warranties expressly set forth in this Agreement.

8. **Use of the Site**. Tenant agrees to use the Site only for the Permitted Use and will not commit waste upon the Site. Tenant will, at its sole expense no later than August 1, 2026, install required drainage, pave the site for use as a public parking lot, provide ADA accessible walkways to and from the Landlord's Fieldhouse, re-locate the current fencing if needed, maintain the Site in good repair, stripe the lot as needed and be responsible for all snow removal, insure against any and all lawsuits related to use of the Site and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site. Landlord will not take any action that will materially harm Tenant's ability to use the Site for the Permitted Use. Tenant shall not be allowed to charge any third-party a parking fee without prior written consent of Landlord.
9. **Improvements and Alterations**. Tenant may not make improvements, alterations, additions, or other changes to the Site without the written approval of the Landlord. Landlord shall not unreasonably withhold approval. Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. All drainage and construction plans shall be approved by Landlord prior to construction. All improvements, alterations, additions, or other changes to the Site shall become the property of Landlord upon the termination of this Agreement.
10. **Leasehold Mortgage – Not Allowed**. Tenant shall not grant a mortgage, deed of trust, or other security instrument in Tenant's interest to the Site created by this Agreement to secure repayment of a loan made to Tenant or any related party for any purpose, including the financing of the construction of any improvements made to the Site, or any other location, during the Term.
11. **No Mechanics Lien**. Tenant will not permit any mechanics or other liens to be filed against Landlord's interest in the Site as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.
12. **Permits and Approvals**. Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will cooperate with Tenant as

needed to obtain such licenses, permits, and approvals, provided Landlord is not obligated to waive any governmental regulations, laws or administrative requirements for Tenant.

13. **Compliance with Laws**. Tenant covenants and agrees to comply with all federal, state and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force general liability insurance covering the Site.
14. **Hazardous Substances**. Tenant will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.
15. **Insurance**. At all times during the Term, Tenant will maintain insurance for the Site covering:
    a. General Liability. Commercial liability insurance covering bodily injury, death, or property damage in an amount not less than $500,000 per occurrence.
    b. Workers' Compensation – applicable only to construction and/or maintenance of the Site. Workers' compensation and employee insurance in an amount not less than $100,000, or as required by law.
    c. All insurance policies, other than workers' compensation, shall name Landlord as an additional insured or interested party. Tenant will provide Landlord certificates evidencing the required insurance policies prior to the start date of the Term.
16. **Waiver of Subrogation**. Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.
17. **Indemnification**. To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's and its tenants, their guests, invitees, contractors, customers and licensees, use and occupancy of the Site, (ii) any work done by or on behalf of Tenant on the Site, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach of any of the terms of this Agreement, provided however, Tenant's obligations under this section shall not extend to any claims, actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful

misconduct of Landlord. To the extent permitted by law, Landlord agrees to indemnify, defend, and hold harmless Tenant from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) any work done by or on behalf of Landlord on the Site, (ii) Landlord's negligence or willful misconduct, and/or (iii) Landlord's breach of any of the terms of this Agreement, provided however, Landlord's obligations under this section shall not extend to any claims, actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of Tenant.

18. **Access to Site**. Landlord or its agents may have access to the Site at all reasonable times to inspect the Site, to make any necessary repairs, and as otherwise needed to perform its obligation under this Agreement.
19. **Default**. The following shall each constitute an "Event of Default" by Tenant:
    a. Tenant fails to perform any obligation or condition or to comply with any term or provision of this Agreement and such violation or default shall continue for a period of thirty (30) days after written notice from Landlord to Tenant of such violation or default; provided, however, that with respect to any failure which cannot reasonably be cured within thirty (30) days, a default shall not have occurred if Tenant commences to cure such failure within such thirty (30) day period and continues to proceed diligently with the cure of the same.
    b. Tenant fails to maintain insurance coverage and cush failure shall continue for a period of thirty (30) days after written notice from Landlord to Tenant of such failure.
    c. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.
    d. Tenant ceases to exist as an organization.
20. **Termination by Landlord**. Upon the occurrence of an Event of Default by Tenant which has not been cured in accordance with the provisions of Section 19, Landlord has the right to terminate this Agreement and take possession of the Site. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.
21. **Termination by Tenant**. In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of thirty (30) days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty.
22. **Surrender of the Site**. Tenant shall return the Site to Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within ten (10) days following the termination of this Agreement, Tenant will remove all equipment, materials and other personal

property belonging to Tenant from the Site. Any property left on the Site after ten (10) days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord.

23. **Registration of the Lease**. The parties shall, to the extent required by law and practice, properly register this Lease Agreement with the Hall County Register of Deeds within thirty (30) days of execution.
24. **Subordination**. This Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord. Upon request of Landlord, Tenant will enter into a subordination agreement or other customary form as required by the lien holder.
25. **No Partnership**. Nothing contained in this Agreement shall be deemed or construed to create a partnership, join venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.
26. **Destruction**. In the event that all or a material portion of the Site necessary for Tenant's Permitted Use be destroyed by any act of nature or outside force, Landlord will not be obligated to replace any structure or other requirement for the Permitted Use.
27. **Limitation of Liability**. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.
28. **Assignment and Subletting**. Tenant will not assign this Agreement as to all of or any portion or the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site (other than in connection with the existing lease between Tenant and the Nebraska State Fair) without Landlord's consent, which shall not be unreasonably withheld.
29. **Quiet Enjoyment**. If Tenant performs all other obligations under this Agreement, Tenant may peaceable and quietly hold and enjoy the Site during the Term.
30. **Force Majeure**. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.
31. **Notices**. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight

courier service or sent via certified or registered mail, addressed to Landlord or Tenant at the address stated above, or to another address that either Party may designate upon reasonable notice to the other party, or by electronic mail.

If to Landlord:
City Administrator
100 E 1st St.
Grand Island, NE 68801

If to Tenant:
Attention: Chief Executive Officer
100 East Stolley Park Road
Grand Island, NE 68801

32. **Further Assurances**. Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interest in this Agreement.
33. **No Waiver**. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.
34. **Severability**. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
35. **Successors and Assignees**. This Agreement will inure to the benefit of and be binding upon the Parties and their respective permitted successor and assigns.
36. **Governing Law**. The terms of this Agreement shall be governed exclusively by the laws of the State of Nebraska, without regard to its conflict of laws rules.
37. **Disputes**. Any dispute arising from this Agreement shall be resolved in the courts of the State of Nebraska, County of Hall.
38. **Attorneys' Fees**. If either Party brings legal action to enforce its rights under this Agreement, the prevailing party shall only be able to recover those fees allowed by law, inclusive of attorney fees.
39. **Amendments**. This Agreement may not be modified except in writing signed and acknowledged by both Parties.
40. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.
41. **Headings**. The section heading herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

42. **Entire Agreement**. This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site.
43. **Enforceability**. Each party to this Agreement represents and warrants to the other party that it has the right, power and authority to enter into and perform its obligations under this Agreement, it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

IN WITNESS WHEROF, the Parties hereto individually or by their duly authorized representatives have executed this Agreement as of the Effective Date.

CITY OF GRAND ISLAND,
Landlord

By: _____
Roger G. Steele, Mayor

STATE OF NEBRASKA)
) SS:
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____day of _____, 2025, by Roger Steele, Mayor of the City of Grand Island, Nebraska, a city of the first class of the State of Nebraska, on behalf of such city.

Witness my hand and notarial seal, this _____day of _____,2025.

_____
Notary Public

ATTEST:

_____
Jill Granere, City Clerk

STATE OF NEBRASKA)
) SS:
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____day of _____2025, by Jill Granere, City Clerk of the City of Grand Island, Nebraska, a city of the first class of the State of Nebraska, on behalf of such city.

Witness my hand and notarial seal, this _____day of _____, 2025.

_____
Notary Public

Approved as to Form:

_____
Kari Fisk, City Attorney

STATE OF NEBRASKA)
) SS:
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____day of _____, 2025, by Kari Fisk, City Attorney of the City of Grand Island, Nebraska, a city of the first class of the State of Nebraska, on behalf of such city.

Witness my hand and notarial seal, this _____day of _____, 2025.

_____

Notary Public

Hall County Livestock Improvement Association,
Tenant

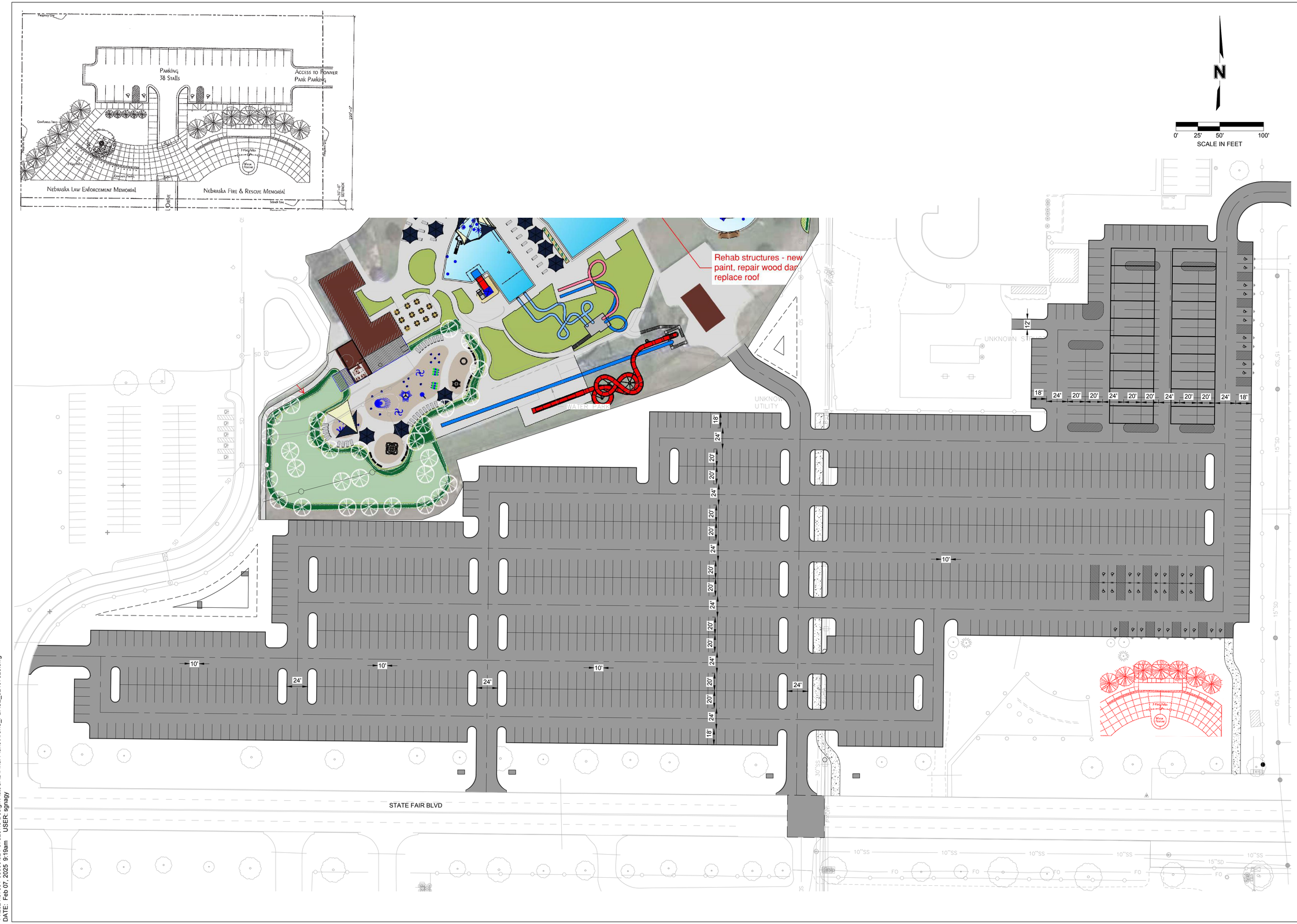
By: _____
Print Name: _____
Title: _____

STATE OF NEBRASKA)
)SS
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____day of _____, 2025, by _____, _____ of Hall County Livestock Improvement Association, a Nebraska nonprofit corporation, on behalf of the corporation,

Witness my hand and notarial seal, this _____day of _____, 2025.

_____
Notary Public



olsson

201 East 2nd Street
Grand Island, NE 68801

olsson.com
TEL 308.384.8750
FAX 308.384.8752

Olsson - Engineering
Nebraska COA #CA-0638

REV. NO.	DATE	DESCRIPTION

REVISIONS

SITE LAYOUT
EXHIBIT

FONNER PARK
NORTHWEST PARKING LOT IMPROVEMENT

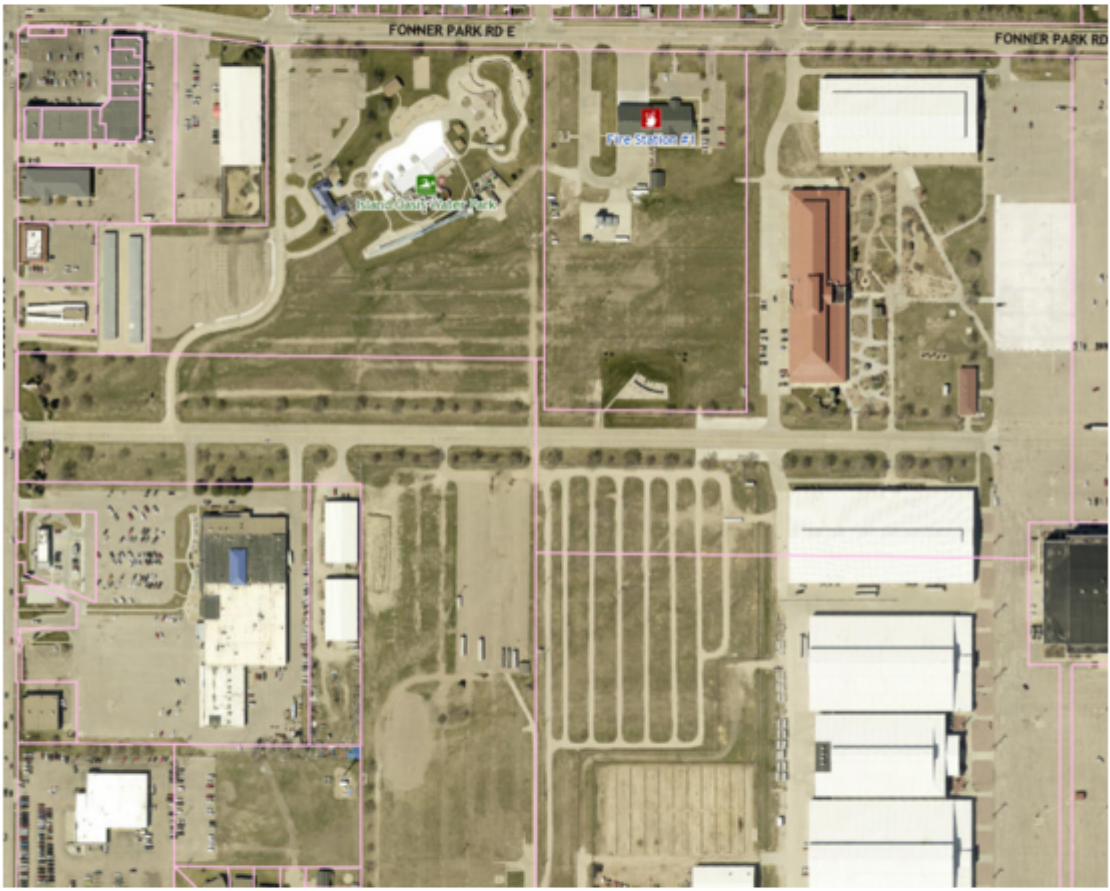
GRAND ISLAND, NEBRASKA

2025

drawn by:
designed by:
project no.: 024-07828
date: 2.7.2025

SHEET
1

F:\2024\07501-08000\024-07828\40-Design\AutoCAD\Final Plans\Xref\C_PBASE_02407828.dwg
DATE: Feb 07, 2025 9:19am USER: sgnagy


FONNER PARK RD E
FONNER PARK RD
Fire Station #1

R E S O L U T I O N 2025-67

WHEREAS, the City has agreed to lease the vacant land located between the Island Oasis Waterpark, Fire Station No. 1 and the State Fair Boulevard for parking; and

WHEREAS, the City negotiated a ground lease with the Hall County Livestock Improvement Authority (Fonner Park) for parking; and

WHEREAS, the Nebraska State Fair planned to use ARPA dollars to make drive aisle and stormwater drainage improvements to the lots but retain the current dirt surfaces; and

WHEREAS, Fonner Park and Elite Casino and Hotel will fully improve the land to paved parking with accessible travel paths to the Fieldhouse and the State Fair main entrance; and

WHEREAS, the initial term of the lease will be for fifty (50) years beginning on September 15, 2025 with an option for five (5) year renewals after that.

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 ground lease with Hall County Livestock Improvement Authority.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 8.a.

Subject: Public Hearing Request from OGSL, LLC, dba Tacos Las Palmas, 645 South Locust Street Suite 4, for a Class "C" Liquor License

#2025-68 - Approving Request from OGSL, LLC, dba Tacos Las Palmas, 645 South Locust Street Suite 4, for a Class "C" Liquor License, Grand Island, Nebraska and Liquor Manager Designation for Lissandra Lopez Leyva, 2219 North Grand Island Avenue, 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: OGSL, LLC, dba Tacos Las Palmas, 645 South Locust Street Suite 4 has applied for a Class "C" Liquor License. A Class “C” Liquor License 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 Lissandra Lopez Leyva, 2219 North Grand Island Avenue, Grand Island, Nebraska .Lissandra Lopez Leyva has completed a state approved alcohol server/seller training program. Staff recommends approval of the liquor license contingent upon final inspections and liquor manager designation for Lissandra Lopez Leyva, 2219 North Grand Island Avenue, Grand Island, Nebraska.

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 OGSL, LLC, dba Tacos Las Palmas, 645 South Locust Street Suite 4, 645 South Locust Street Suite 4 and Liquor Manager Designation for Lissandra Lopez Leyva, 2219 North Grand Island Avenue, Grand Island, Nebraska.

ATTACHMENTS:
1. Police Report
2. Map
3. Resolution

Grand Island Police Department

Officer Report for Incident L25012697

Nature: Liquor Lic Inv
Location: PCID

Address: 645 LOCUST ST S; suite #4
Grand Island NE 68801

Offense Codes:
Received By: Dvorak T
How Received: T
Agency: GIPD
Responding Officers: Dvorak T
Responsible Officer: Dvorak T
Disposition: CLO 02/17/25
When Reported: 14:53:22 01/31/25
Occurred Between: 14:53:22 01/31/25 and 14:53:22 01/31/25

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

LT21 LT21 Restaurant

Responding Officers:
Dvorak T

Unit :
309

Responsible Officer: Dvorak T
Received By: Dvorak T
How Received: T Telephone
When Reported: 14:53:22 01/31/25
Judicial Status:
Misc Entry:

Agency: GIPD
Last Radio Log: **:**:** **/**/**
Clearance: CL CL Case Closed
Disposition: CLO **Date:** 02/17/25
Occurred between: 14:53:22 01/31/25
and: 14:53:22 01/31/25

Modus Operandi:
Description :
Method :

Involvements

Date	Type	Description	
02/17/25	Name	Leyva-Navarrete, Sandra	owner

01/31/25	Name	Gutierrez-Savalza, Osiel A	owner
01/31/25	Name	Leyva, Lissandra	proposed manager
01/31/25	Name	Lopez-Melendez, Rene Alejandro	spouse
01/31/25	Name	Tacos Las Palmas,	location

Narrative

309 Tacos las Palmas

Tacos las Palmas was recently sold. OGSL LLC, a corporation owned by Osiel Gutierrez and Sandra Leyva, purchased the business. OGSL LLC has applied for a class C Liquor License; beer, wine and distilled spirits on and off sale.

The Corporate owners' daughter, Lissandra Lopez Leyva is listed as the proposed liquor manager for the restaurant.

_____

Responsible LEO:

_____

Approved by:

_____

Date

Supplement

309 Tacos Las Palmas

I received an application from OGSL LLC for Tacos Las Palmas. The application indicates that OGSL LLC has purchased the restaurant from Gerardo Gutierrez, who has decided to retire. OGSL LLC is owned by Osiel Gutierrez and Sandra Leyva. The application indicates that Osiel already holds a valid liquor license for his restaurant, Agave Azteca, in Omaha. (#124886) OGSL LLC named Lissandra Lopez Leyva as prospective Liquor Manager. The application seeks a Class C license; beer, wine and distilled spirits, on and off sale.

I verified that Osiel Gutierrez is listed for the Agave Azteca license. I checked all three names for active warrants of arrest, finding none. Local Spillman files contain limited contacts for Lopez Leyva, Sandra Leyva and Osiel Gutierrez, and nothing concerning or recent. Lopez Leyva lists Rene Lopez as her spouse. Rene Lopez signed a spousal affidavit of non-participation.

I found no concerning entries in local Spillman files. State NCJIS files indicated that Osiel had one DUI conviction, from 2015, which was disclosed on the application. No criminal, and only minor traffic entries from Sandra or Lissandra. I accessed a law enforcement only database, which typically illustrates civil forfeitures, liens and bankruptcies. I found no entries of concern.

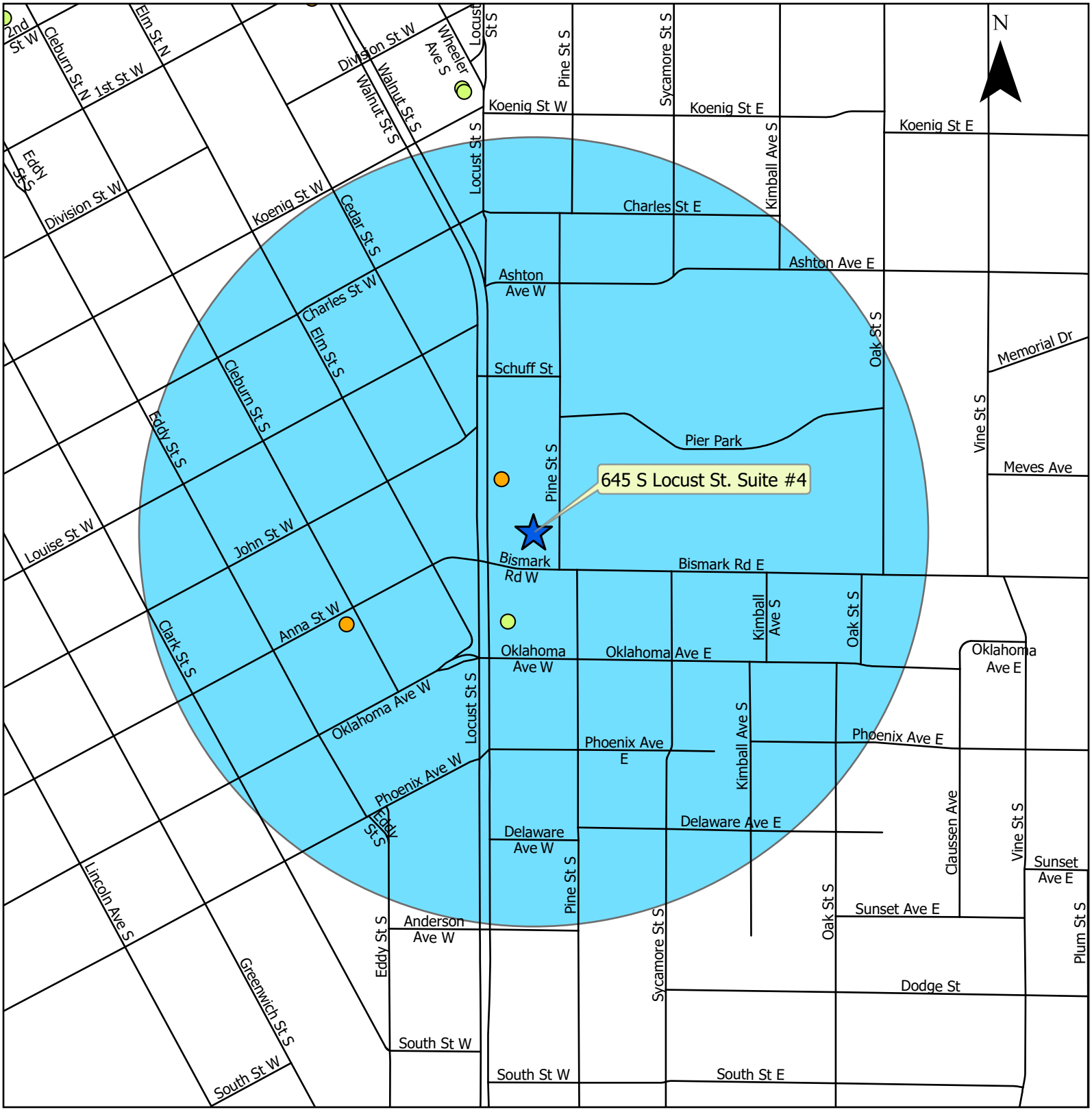
NSP Inv Suchsland and I met with Sandra and Lissandra at Tacos Las Palmas. Osiel was busy in Omaha. Lissandra explained that her parents purchased the restaurant when the previous owner retired. They have been operating and open since the sale. They obtained a temporary permit to sell alcohol on 1-2-25. A copy of that form was attached. Suchsland covered Commission related issues such as distributor/wholesaler sales, compliance checks, and determined that there was no coverage for alcohol sales in the food truck which operates on the weekends. He explained how to check IDs of suspected minors, which Lissandra admitted she has no experience with. Both Sandra and Lissandra advised that they will complete the online beverage service training through the Commission. I spoke of the need for communication and cooperation with GIPD. I confirmed that the business is equipped with surveillance equipment.

Lissandra plans to be present at the restaurant the most, but advised that she, Osiel and Sandra will all contribute time and effort to make the business a success.

I found no criminal or civil items of concern for Osiel, Sandra or Lissandra. Osiel already holds a valid liquor license in Nebraska for his other restaurant in Omaha. The Grand Island Police Department will not object to OGSL LLC, doing business as Tacos Las Palmas, being issued a Class C liquor license; beer, wine and distilled spirits; on and off sale. We are also not opposed to Lissandra Lopez Leyva as the liquor manager for the restaurant.

02/18/25

Liquor License Application
Class "C": OGSL, LLC dba Tacos Las Palmas



Legend

645 S Locust St. Suite #4

License Type

- Non-Class C Liquor Licenses
- Class C Liquor Licenses

P:\MXD_Files\ArcGIS_Pro\Liquor_Liciense\Liquor_License.aprx

R E S O L U T I O N 2025-68

WHEREAS, an application was filed by OGSL, LLC, dba Tacos Las Palmas, 645 South Locust Street Suite 4, 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 February 15, 2025; such publication cost being $8.80; and

WHEREAS, a public hearing was held on February 25, 2025 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 Lissandra Lopez Leyva, 2219 North Grand Island Avenue, Grand Island, Nebraska for liquor manager.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2025.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 9.a.

Subject: #2025-69 - Approving the Sale of Lot 1 and Lot 2 of the RJ Olson Subdivision

Staff Contact: Ryan Schmitz

BACKGROUND:

The City of Grand Island Utilities Department has owned the properties, currently legally described at Lot 1 and Lot 2 of RJ Olson Subdivision, since 1985. With all additional tracts that constituted the original purchase fully sold off and developed, the noted properties are what remain. Utilities Administration has been working toward eliminating unused properties, that present no real value for future use, in order to reduce maintenance costs.

DISCUSSION:

Grand Island Utilities received an appraisal opinion from Hinman Appraisals, in regard to Lot 1 and Lot 2, on June 11, 2024. The opinion recommended a fair value of $156,000 for Lot 1 and $153,000 for Lot 2. Following the receipt of this appraisal opinion, “For Sale” signs were placed on the properties on December 20th, 2024. Two (2) offers were received by February 7th, 2025. One offer provided the full, combined, appraised value of the lots at $309,000. Upon review, Utilities staff recommends this offer for approval by Council.

FISCAL IMPACT: This would increase utilities accounts by the $309,000 sales price.

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 this Resolution authorizing the sale of Lot 1 and Lot 2 of RJ Olson Subdivision, to Starostka Group Unlimited, for the amount of $309,000.

SAMPLE MOTION:

Move to approve this Resolution authorizing the sale of Lot 1 and Lot 2 of RJ Olson Subdivision, to Starostka Group Unlimited, for the amount of $309,000.

ATTACHMENTS:

1. Purchase Agreement
2. Resolution

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made and entered into by and between the City of Grand Island, Nebraska, a body corporate and politic and a political subdivision of the State of Nebraska, herein referred to as "Seller", and L & P Investments, LLC, a Nebraska Limited Liability Corporation, with offices at 429 Industrial Lane, Grand Island, Nebraska, herein referred to as "Purchaser" with reference to a certain parcels of land located in the City of Grand Island, County of Hall, and State of Nebraska, more fully described as:

Tract 1:
Lot One (1), R.J. Olson Subdivision in the City of Grand Island, Hall County, Nebraska.

Tract 2:
Lot Two (2), R.J. Olson Subdivision in the City of Grand Island, Hall County, Nebraska.

In consideration of the mutual covenants herein set forth, the parties agree as follows:

1. **AGREEMENT TO SELL AND PURCHASE:** Seller covenants and agrees to sell, and Purchaser covenants and agrees to purchase the above described property, herein referred to as the “Property”, together with all improvements situated thereon together with any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, oil, gas or mineral rights and interests appurtenant to and which benefit the Property and the improvements and the purchase and conveyance contemplated herein will be contingent on and subject to the terms, covenants, conditions and contingencies herein.

2. **PERMITTED ENCUMBRANCES:** The sale of the Property is subject to the following encumbrances (herein referred to as the "Permitted Encumbrances"): building and zoning laws, county and municipal ordinances, state and federal regulations, easements, covenants and restrictions of record accepted in writing by Purchaser.

3. **CONTINGENCIES OF SELLER.** Provisions to the contrary herein notwithstanding, performance by Seller is contingent upon satisfaction of all of the following conditions:

(A) Seller’s compliance with the requirements of Neb. Rev. Stat. §16-202 providing for public notice of the proposed conveyance of the Property and completion of statutory notice without any petitions signed by sufficient number of registered voters objecting to the sale of the Property at the date of Closing.

The Contingencies enumerated above are for Seller’s benefit only, and the non-occurrence of a state of facts sufficient to satisfy any of the Contingencies above may not be used or pleaded by Purchaser as a defense to the enforceability of this Agreement.

4. **FAILURE OF CONTINGENCIES:** The expiration of the contingencies listed in Section 3 shall be Thirty (30) days after last execution of this Agreement or in the event the

Thirtieth (30th) day falls on a weekend or holiday the next business day thereafter (the "**Contingency Period**"). In the event any of the contingencies and conditions have not been met or in Purchaser's or Seller's opinion will not be met by the expiration of the Contingency Period or extensions thereof, Purchaser and Seller shall have the right and option to waive any contingency or condition, or Purchaser or Seller may declare this Agreement terminated. If Purchaser or Seller exercises its option to declare this Agreement terminated, or if this Agreement otherwise becomes terminated, Purchaser and Seller shall have no further obligation or liability under this Agreement. In addition, Seller and Purchaser shall each be solely responsible for and shall hold the other harmless for any expenses, costs, damages, claims, lawsuits and judgments, including and not limited to expenses and attorneys fees, incurred by each of them respectively as a result of this Agreement.

Alternatively, in the event any of the contingencies have not been satisfied or waived by Purchaser and Seller as of the scheduled expiration of the Contingency Period, Purchaser shall have the right to extend the Contingency Period and Closing Date for two (2) thirty (30) day periods upon notice to the other party of its intent to so extend no later than the then expiration of the Contingency Period.

5. **DUE DILIGENCE**: Within fourteen (14) days following the date of last execution of this Agreement, Seller shall deliver to Purchaser true, correct and complete copies of the items concerning the Property listed below, to the extent they exist and are in Seller's possession (the "**Due Diligence Items**"):

(A) Any prior title evidence, such as a current abstract or title policy.

(B) The most recent survey of the Property in Seller's possession.

(C) All permits issued by governmental authorities for the Property.

(D) Copies of all crop or billboard leases, if applicable.

(E) Copies of utility bills for the most recent 12 months for the Property.

(F) Copies of all current maintenance service agreements, if any, relating to the Property.

(G) All warranties covering the Property and its improvements.

6. **SELLER'S WARRANTIES:** Seller states, warrants, guarantees and represents as follows:

(A) Subject to the requirements of Neb. Rev. Stat. §16-202 providing for public notice of the proposed conveyance of the Property and completion of statutory notice without any petitions signed by sufficient number of registered voters objecting to the sale of the Property at the date of Closing, Seller has and will have on the Closing Date good and marketable fee title to the Property, subject only to the Permitted Encumbrances.

(B) Subject to the requirements of Neb. Rev. Stat. §16-202 providing for public notice of the proposed conveyance of the Property and completion of statutory notice without any petitions signed by sufficient number of registered voters objecting to the sale of the Property at the date of Closing, Seller has and will have on the Closing Date full right and authority to convey the Property, and in regard thereto to execute this Agreement and to execute and deliver all documents required of Seller for the consummation of this Agreement.

(C) The persons signing this Agreement on behalf of Seller are duly authorized to do so and their signatures bind Seller in accordance with the terms of this Agreement.

(D) The Property shall be free of tenancies and bill boards on the Closing Date.

(E) No person, firm, corporation or entity has any option, right of first refusal or similar right to acquire the Property, or any part thereof, from Seller.

(F) Seller has no knowledge of any condemnation proceedings having been instituted or threatened against the Property.

(G) That Seller is not a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control; that Seller is not listed in the annex to, and is not otherwise subject to the provisions of, Executive Order No. 13224 (the “Executive Order”); and that Seller is not acting on behalf of any Person or entity that is listed in the annex to, or is otherwise subject to the provisions of the Executive Order.

(H) Seller has received no notice of, nor has Seller any knowledge of, any violations of any federal, state, county or municipal laws, ordinances, orders, regulations or requirements affecting the Property.

(I) Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code ("IRC"), i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the IRC and Income Tax Regulations).

(J) To the best of Seller's knowledge the Property has not at any time been used as a waste dump, nor has it been used for the manufacture, treatment, storage or disposal of hazardous waste, hazardous substances, petroleum, PCBs, pollutants, contaminants or materials of like import that cause a present or future hazard to the ground water or other parts of the environment, and that the Property is completely free of any and all latent and non-apparent hazards and characteristics which would impair the use of the Property for the Purchaser as contemplated herein, or would cause the Purchaser any liability to any person or persons, natural or corporate, or any governmental body.

The representations and warranties contained in this section shall be true and correct on the Closing Date and shall survive the Closing and continue in full force and effect notwithstanding

the Closing and consummation of the transaction contemplated herein, and the obligation of the Purchaser to close this transaction is expressly conditioned upon said representations.

7. **COMPLIANCE WITH MUNICIPAL OR STATE REGULATIONS:** All violations of law, ordinances or orders of state, county and municipal agencies affecting the Property at the date hereof shall be cured by Seller before the Closing Date, and all notices and warnings of such violation shall be complied with by Seller before that time, and the Property shall be conveyed free of all such notices and warnings. Seller hereby authorizes Purchaser to make and/or have made searches for such violations.

8. **PURCHASE PRICE:** The consideration due from Purchaser to Seller for the Property shall be THREE HUNDRED THREE THOUSAND NINE AND NO/100 DOLLARS ($309,000.00) cash upon closing (the "**Purchase Price**").

9. **REAL ESTATE TAXES, ASSESSMENTS AND TRANSFER FEES:** Seller hereby warrants that there are no real and personal property taxes associated with the Property, as it is owned by a public entity. Seller shall indemnify Purchaser for any taxes or assessments levied against the Property prior to the Closing Date. Purchaser shall be responsible for paying all taxes levied on the Property on the Closing Date and for future dates.

Seller shall be responsible for payments arising from recapture agreements or fees against the Property existing on the Closing Date whether or not arising from Purchaser's development of the Property.

Seller shall pay by separate check or credit against the Purchase Price all state, county, and city transfer taxes, deed taxes, rezoning fees, annexation fees, park fees, impact fees, green acres tax, recaptures and/or deed stamps due any governmental agency resulting from the transfer of the Property by Seller to Purchaser or change in zoning or use.

10. **EVIDENCE OF TITLE**: Purchaser shall obtain a commitment for title insurance, including copies of all Schedule B documents, with extended coverage in the amount of the Purchase Price set out herein, naming the Purchaser as the insured, as its interest may appear (the "**Commitment**"), written by Grand Island Abstract, Escrow & Title Co., 704 W. 3rd Street, Grand Island, NE 68801 (the "**Title Company**").

Within seven (7) days of approval of this Agreement by Seller's City Council Seller will deliver to Purchaser any prior title evidence it may have, such as a current abstract or title policy, to expedite further examination of title. Purchaser shall after receipt of the last to arrive of the Commitment, the Survey, and legible copies of all Schedule B documents provide to Seller copies of the Commitment, Survey and all Schedule B documents and shall advise Seller in writing of any objections it has to the state of title to the Property shown in the Survey or Commitment. Seller shall have sixty (60) days from the date of Purchaser's notice of such objections to make a good faith effort to cure such objections and to furnish a later report showing the objections cured or removed. If such objections cannot be cured within sixty (60) days after the date of Purchaser's notice of such objection, Purchaser may; (i) declare this Agreement null and void, and neither party shall have any further obligation or liability under this agreement, (ii) at its election, take the title as it then is (with a right to deduct from the Purchase Price for liens or encumbrances of a definite or ascertainable amount), (iii) maintain its objections to the items uncured and extend Seller's time

to cure; or (iv) attempt to cure itself. Purchaser retains the right to update title, object to any new items and have the same remedies mentioned above through the Closing Date.

11. **POSSESSION:** Legal possession of the Property shall be delivered to Purchaser on the Closing Date, except as herein provided. On the Closing Date the Property shall be free of trash, debris and refuse free. Purchaser or its agent shall be permitted upon the Property prior to Closing for soil testing, environmental and/or inspections, surveying or other investigations or functions relating to its purchase of the Property. Purchaser agrees to indemnify and hold Seller harmless from any and all loss, claim, action, demand or liability which may arise against the Seller or the Property by virtue of any of Purchaser's actions pursuant to this Agreement. Notwithstanding the foregoing, Purchaser shall not indemnify or defend Seller against any loss, claim, action, demand, liability, or expense arising out of, or having to do with, the results of Purchaser's inspections, testing or determinations. Upon completion of Purchaser's investigations and tests, Purchaser shall restore the Property as reasonably possible to the same condition as it existed before Purchaser's entry upon the Property.

12. **CLOSINGS:** Unless otherwise agreed to by the parties, this transaction shall be closed at the offices of the Title Company insuring the Property. The "**Closing**" of the transaction contemplated hereby shall be held on the expiration of the Contingency Period ("**Closing Date**"). Closing may be held prior to such time upon mutual agreement of the parties. Closing costs, escrow fees and title insurance cost, if any, charged by the Title Company to close the transaction, shall be divided equally between the parties.

Seller acknowledges that Purchaser may be providing funds by way of a cashier's check, and that the Title Company may require said check to clear its bank in order for the funds to become available for disbursement. In the event an extension is warranted for delays in Closing or disbursement caused by Title Company, the Closing Date will be automatically extended without having to amend this Agreement, said extension to be one business day after said delay in Closing or disbursement caused by the Title Company has been resolved. Possession of the Property shall be delivered simultaneously with the disbursement of Seller's net proceeds.

At Closing, Seller shall deliver or cause to be delivered to Purchaser each of the following items:

(A) A Warranty Deed, in recordable form, duly executed and acknowledged by Seller, conveying title to the Property to Purchaser, free and clear of all liens, taxes, restrictions, tenancies, occupancies and encumbrances of every kind and description except:

1) Permitted Encumbrances specified in Section 2 herein;

2) General real estate taxes and assessments which are a lien but which are not due and payable on the Closing Date, and special assessments caused by Purchaser's activities or improvements;

(B) The title policy in the form specified in Section 13 herein;

(C) Such evidence or documents as may be reasonably required by the Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property;

(D) A certification in a form to be provided or approved by the Purchaser, signed by Seller under penalties of perjury, containing the following:

1) Seller's U.S. Taxpayer Identification Number;

2) The home address of Seller (or the business address of Seller if Seller is not an individual); and,

3) A statement that Seller is not a foreign person within the meaning of Section 1445 of the IRC i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the IRC and Income Tax Regulations).

In the event that Seller fails to deliver such Certification at Closing or Seller delivers such Certification but the Purchaser has actual knowledge that such Certification is false or the Purchaser receives notice that the Certification is false from any agent of the Purchaser or Seller, the Purchaser shall be entitled to withhold from the Purchase Price a sum equal to ten percent (10%) of the total amount which otherwise would have been realized by Seller from such sale, which sum will be paid by the Purchaser to the United States Treasury pursuant to the requirements of Section 1445 of the IRC and the regulations promulgated thereunder.

(E) An affidavit of title warranting that no outstanding mechanic's lien rights exist, that the Property is not subject to any unrecorded interest or encumbrances, adverse claims, possession or occupancies and is not subject to any leases, oral or written, and that all assessments, utility charges and taxes have been paid to the Closing Date.

(F) Closing Prorations:

(i) All adjustments shall be made as of midnight of the day prior to the Closing Date and shall be in accordance with the customs in respect of title closing recommended by the Title Company;

(G) Copies of all utility bills for the Property.

(H) All additional documents and instruments as in the reasonable opinion of the Purchaser’s counsel or the Title Company are necessary to the proper consummation of this transaction.

Unless explicitly stated in this Agreement to the contrary, Seller shall be responsible for all costs related to the production and delivery of the required closing documents. Seller and Purchaser shall exchange draft copies of all proposed closing documents at least five (5) business

days prior to the scheduled Closing Date. If such documents are not received in a timely manner either party may extend the Closing Date accordingly.

13. **REAL ESTATE BROKERS AND BROKERAGE COMMISSION:** Seller and Purchaser each hereby represent and warrant to the other that this Purchase and Sale Agreement is made and entered into as a result of direct negotiations between parties hereto without the aid or assistance in any fashion of any broker or other agent and each of the parties hereby represents and warrants to the other that they have entered into no agreement or made any undertaking of any kind or character whatsoever as a result of which any claim could properly be brought against the other for any commission, finder's fee or other form of compensation of a similar character as a result of this transaction. Each party hereby agrees to indemnify and hold the other harmless as a result of any misrepresentation or breach of the warranty contained in this section.

14. **SURVIVAL OF COVENANTS**: Any representation, warranty, covenant or agreement herein of either party to this Agreement whether to be performed before or after the Closing Date shall not be deemed to be merged into or waived by the instruments of closing, but shall expressly survive the Closing and shall be binding upon the party obligated thereby.

15. **PARTIAL INVALIDITY**: If any provisions or portions of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision, or portion thereof, to any other persons or circumstances shall be valid and enforceable to the fullest extent permitted by law.

16. **NOTICE**: Any notice, demand, request or other communication which may or shall be given or served by Seller to or on the Purchaser, or by the Purchaser to or on Seller, shall be deemed to have been given or served on the date the same is deposited in the United States Mail, standard, registered or certified, return receipt requested, postage prepaid, sent by electronic transmission or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

If to Seller:
City of Grand Island
Attn: Mayor
100 East First Street
P.O. Box 1968
Grand Island, NE 68802
Phone: (308) 385-5444
Fax:
Email:

If to the Purchaser:
L & P Investments, LLC
Attn:
429 Industrial Lane
Grand Island, NE 68803
Phone: _____
Fax: _____
Email:

The above addresses may be changed at any time by the parties by notice given in the manner provided above.

Seller and Purchaser agree that electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission/facsimile is an authorized form of notice as that term is used in this Agreement.

17. **AGREEMENT BINDING**: This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

18. **CHOICE OF LAWS AND SUBMISSION TO JURISDICTION**: This Agreement shall be deemed to have been made in Hall County, Nebraska, and shall be construed in accordance with the laws of the State of Nebraska. All actions or proceedings relating, directly or indirectly, to this Agreement, whether sounding in contract or tort, shall be litigated in a court of competent jurisdiction for Hall County, Nebraska. All parties to this Agreement hereby subject themselves to the jurisdiction of the District Court of Hall County Nebraska.

19. **HEADINGS**: The section titles are for convenience only and do not define, limit or construe the contents of such paragraphs.

20. **DATE**: This Agreement shall be dated and effective and binding as of the date of the last execution.

21. **CONSTRUCTION**: Both parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

22. **EMINENT DOMAIN**: If prior to the Closing Date, Seller acquires knowledge of any pending or threatened action, suit or proceeding to condemn or take all or any part of the property under the power of eminent domain, then Seller shall immediately give notice thereof to Purchaser. Upon receipt of such notice Purchaser, at Purchaser's option shall have the right to:

(A) Terminate this Agreement as to the Property subject to the action or proceeding, whereupon the Purchase Price shall be reduced accordingly; or

(B) Terminate this Agreement as to the entire Property, whereupon the Earnest Money shall be paid to Purchaser and all parties shall thereupon be relieved of all further liability hereunder.

If Purchaser does not exercise its right to terminate then Purchaser shall be entitled to all of the condemnation proceeds which would have been due Seller, and the parties shall proceed with the Closing otherwise in accordance with, and subject to, the terms hereof.

23. **CASUALTY**: If prior to the Closing Date the Property or any portion thereof, shall be damaged or destroyed by reason of fire, storm, accident or other casualty, then Seller shall immediately give notice thereof to Purchaser. Upon receipt of such notice Purchaser, at Purchaser's option, shall have the right to:

(A) Terminate this Agreement as to such portion of the Property damaged by the casualty, whereupon the Purchase Price shall be reduced accordingly; or

(B) Terminate as to the entire Property, whereupon the Earnest Money shall be paid to Purchaser and all parties shall thereupon be relieved of all further liability hereunder.

If Purchaser does not exercise its right to terminate then Purchaser shall be entitled to all of the insurance proceeds which would have been due Seller and Seller will credit Purchase at Closing with an amount equal to the deductible under the applicable insurance policy and any amounts reasonably determined by Purchaser to constitute the difference between the amount of the insurance proceeds, and deductible, and the cost of reconstruction.

24. **OPERATION OF THE PREMISES**: During the period between the date hereof and the Closing Date, Seller shall:

(A) Comply with the material terms, conditions, and provisions of all liens, leases, mortgages, agreements, insurance policies and other contractual arrangements relating to the Property, make all payments due thereunder and suffer no default therein;

(B) Without written approval of Purchaser, neither negotiate nor enter into any new contract nor modify any existing contract affecting the use or operation of the Property which cannot be terminated without charge, cost, penalty or premium on or before the Closing Date;

(C) Operate, manage and maintain the Property in the usual and customary manner for a municipal fire station;

(D) Not, without Purchaser's prior written consent, enter into, amend or terminate any lease, nor institute any proceeding at law or in equity to enforce any lease;

(E) Not return to any tenants, directly or indirectly, any security deposits except as required by lease, upon the termination of occupancy; and

(F) Not market the Property to third parties

25. **COUNTERPARTS; MODIFICATION:** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. The electronic transmission of any signed original counterpart of this Agreement shall be deemed to be the delivery of an original counterpart of this Agreement. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory

agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought. To aid in the execution of amendments to this Agreement (but not any closing documents), the parties hereby each authorize and empower its attorney employed by such law firm or corporation to execute and deliver any amendments to this Agreement on their respective behalf and (when so executed by their attorney) the amendment shall be binding upon and enforceable against the party represented. Notwithstanding the foregoing, either party may insist upon the execution (or re-execution) of any amendment by the other party itself (and not its attorney) and each party agrees to accommodate such a request.

26. **ENTIRE AGREEMENT**: This Agreement, including the exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation, or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change, or restrict the provisions of this Agreement.

[Signature to Appear on Following Page(s)]

IN WITNESS WHEREOF, the parties hereto have executed this instrument.

EXECUTED ON:

This ____day of _____, 2025

SELLER: CITY OF GRAND ISLAND

By:_____
Roger G. Steele, Mayor

EXECUTED ON:

This ____day of _____ , 2025

PURCHASER: L & P Investments, LLC.

by:_____

THIS INSTRUMENT DRAFTED BY:
Date Prepared: February 20, 2025
Prepared By: STACY R. NONHOF, #22858
Grand Island City Attorney's Office
100 East First Street
PO Box 1968
Grand Island NE 68802-1968
(308) 385-5420
stacyn@grand-island.com

R E S O L U T I O N 2025-69

WHEREAS, the City of Grand Island owns two tracts of land in R.J. Olson Subdivision as originally thought to be the future site of an elevated water storage tower; and

WHEREAS, the two tracts are more particularly described as follows:

Tract 1:

Lot One (1), R.J. Olson Subdivision in the City of Grand Island, Hall County, Nebraska

Tract 2:

Lot Two (2), R.J. Olson Subdivision in the City of Grand Island, Hall County, Nebraska

WHEREAS, the City Of Grand Island has not utilized this land for the purpose for which it was intended; and

WHEREAS, the City of Grand Island advertised the land for sale in 2024, seeking the best and highest offer being in the best interest of the people of Grand Island; and

WHEREAS, in response to the advertising, two offers were received on February 7, 2025; and

WHEREAS, the offer submitted by L & P Investments, LLC., a Nebraska Limited Liability Corporation was determined to be the highest and best use of the property; and

WHEREAS, the offer from L & P Investments, LLC., a Nebraska Limited Liability Corporation is in compliance with all other terms of the Request for Proposals; and

WHEREAS, the Utilities Department negotiated a Purchase Agreement with L & P Investments, LLC., a Nebraska Limited Liability Corporation; and

WHEREAS, the City Of Grand Island proposes to sell the two tracts of land to L & P Investments, LLC., a Nebraska Limited Liability Corporation; and

WHEREAS, L & P Investments, LLC., a Nebraska Limited Liability Corporation will pay to the City of Grand Island the sum of Three Hundred Nine Thousand and No/100 Dollars ($309,000.00).

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 Purchase Agreement for the sale of properties of the above described tracts of land.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreements on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 25, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 10.a.

Subject: #10,010 - Consideration of Approving Changes to Chapter 15 of City Code involving Co-Generation Standby Rates

Staff Contact: Ryan Schmitz

BACKGROUND:

Cost of service-based rates for the Electric Department were approved with Ordinance 9978 on June 11, 2024. This Ordinance amendment request is not changing any of the rates that were approved on June 11, 2024. This request is to add clarification and elaborate on the language, and definitions, governing the tariff that Utility staff feels is necessary for customer clarity.

DISCUSSION:

The changes will add clarification and definition to several of the rate components in the co-generation standby rate. The City does not have current customers on this rate but has received inquiries. The language updates included will provide better clarity in regard to intent.

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 revisions to Chapter 15 of the Grand Island City Code.

SAMPLE MOTION:

Move to approve the ordinance.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. 10,010

An ordinance to repeal and replace Grand Island City Code; Section 15-76 pertaining to electric utility rates; to repeal Section 15-76, as now existing, and any ordinance or parts of ordinances in conflict herewith; add Section 15-80; 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 15-76 of the Grand Island City Code is hereby amended to read as follows:

15-76 Co-Generation Standby

Applicable in the territory served by the City of Grand Island at locations acceptable to the City who meet all of the following conditions:

A. Take three-phase service from the City's system at a nominal standard voltage of 13,800 volts or greater.

B. Operates any PURPA-eligible electric generating equipment in parallel with the City's electric system with availability to produce energy at an average of 65% of nameplate capacity during the hours of 12:00 PM and 7:00 PM, June 15 through September 15.

C. Requires 1,000 kW or more of standby capacity from the City.

D. Desire use of the City's electric service for temporary backup or maintenance power and energy.

E. The City determines that it has sufficient capacity available in production and transmission facilities at the location where service is requested.

Not applicable to resale service. Service under this rate is only provided via an agreement for standby service.

Rate:

~~Effective Date:~~

Effective Date:	**October 1, 2024**
Customer Charge, per month	$1,000.00
Distribution Standby Rate	$5.79/kW-month of Standby Capacity
Monthly Standby Usage Demand	
Summer	$9.16/kW-month
Winter	$4.91/kW-month

Excess Usage Demand	
Summer	$14.95/kW-month
Winter	$10.70/kW-month
Firm Energy Usage (per kWh)	
Summer	
First 450 kWh per kW of Monthly Usage Demand	$0.049
Excess	$0.040
Winter	
First 450 kWh per kW of Monthly Usage Demand	$0.047
Excess	$0.037

Plus the applicable Power Cost Adjustment charge

Effective Date:	**October 1, 2025**
Customer Charge, per month	$1,000.00
Distribution Standby Rate	$5.79/kW-month of Standby Capacity
Monthly Standby Usage Demand	
Summer	$9.61/kW-month
Winter	$5.21/kW-month
Excess Usage Demand	
Summer	$15.40/kW-month
Winter	$11.00/kW-month
Firm Energy Usage (per kWh)	
Summer	
First 450 kWh per kW of Monthly Usage Demand	$0.051
Excess	$0.041
Winter	
First 450 kWh per kW of Monthly Usage Demand	$0.048
Excess	$0.038

~~October 1, 2024~~

~~Rate:~~

~~Effective Date:~~

~~October 1, 2024~~

~~Customer Charge, per month~~

~~$1,000.00~~

~~Distribution Standby Rate~~

~~$5.79/kW-month of Standby Capacity~~

~~Monthly Usage Demand~~

~~- Summer~~

~~- Up to Standby Capacity~~

~~$9.16/kW-month~~

~~- In Excess of Standby Capacity~~

~~$14.95/kW-month~~

~~- Winter~~

~~- Up to Standby Capacity~~

~~$4.91/kW-month~~

~~- In Excess of Standby Capacity~~

~~$10.70/kW-month~~

~~Firm Energy Usage (per kWh)~~

~~- Summer~~

~~- First 450 kWh per kW of Monthly~~

~~$0.049~~

~~- Usage Demand Excess~~

~~$0.040~~

~~- Winter~~

~~- First 450 kWh per kW of Monthly~~

~~$0.047~~

~~- Usage Demand Excess~~

~~$0.037~~

~~Plus the applicable Power Cost Adjustment charge, Power Factor Correction Charge, and Electric City Dividend.~~

~~Rate:~~

~~Effective Date:~~

~~October 1, 2025~~

~~Rate:~~

~~Effective Date:~~

~~October 1, 2025~~

~~Customer Charge, per month~~

~~$1,000.00~~

~~Distribution Standby Rate~~

~~$5.79/kW-month of Standby Capacity~~

~~Monthly Usage Demand~~

~~Summer~~

~~Up to Standby Capacity~~

~~$9.61/kW-month~~

~~In Excess of Standby Capacity~~

~~$15.40/kW-month~~

~~Winter~~

~~Up to Standby Capacity~~

~~$5.21/kW-month~~

~~In Excess of Standby Capacity~~

~~$11.00/kW-month~~

~~Firm Energy Usage (per kWh)~~

~~Summer~~

~~First 450 kWh per kW of Monthly~~

~~$0.051~~

~~Usage Demand Excess~~

~~$0.041~~

~~Winter~~

~~First 450 kWh per kW of Monthly~~

~~$0.048~~

~~Usage Demand Excess~~

~~$0.038~~

Plus the applicable Power Cost Adjustment charge, Power Factor Correction Charge, and Electric City Dividend.

Definition of Standby Capacity: Standby Capacity is defined as the lower of:

A. Customer's accredited summer capability, as determined under the procedures established by Attachment AA of the Southwest Power Pool Open Access Transmission Tariff, or

B. The customer's gross demand, defined as the highest 30-minute integrated demand of customer facility as determined by a meter that measures total load, including amounts that may be served by customer-owned generation, or

C. The Contract Standby Capacity, as stated in the service contract between the Customer and City.

Standby Capacity will be set for a 12-month period beginning on January 1 of each calendar year based on the above criteria applied to the prior October 1 through September 30.

Determination of Monthly Standby Usage Demand: Monthly Usage Demand equals the Customer's measured net demand (gross usage less output of customer-owned generation used to serve customer energy requirements) in a given month, less the capacity associated with any generation that is out of service for a maintenance outage that has been approved by the City (see "Maintenance Outages" section of this rate schedule), up to the Contract Standby Capacity.

Determination of Excess Usage Demand: Excess Usage Demand equals the Customer's measured gross demand (metered usage including output of customer-owned generation used to serve customer energy requirements) in a given month, less the Standby Capacity.

Determination of Hourly Usage Energy: Hourly Usage Energy equals the energy usage by customer in excess of the output of customer-owned generation, provided that the energy usage in any hour cannot be less than zero. In the event that customer-owned generation produces excess energy in a given hour, the Monthly Usage Energy for that interval shall be zero and any excess energy shall be reimbursed under the "Excess Energy Rate" section of this rate schedule.

Determination of Distribution Standby Demand: The Distribution Standby Demand rate is paid on the Standby Capacity as defined herein.

Determination of Firm Energy: Firm Energy is determined hourly and is equal to Hourly Usage Energy minus Standby Contract Capacity, provided that the Firm Energy in any hour cannot be less than zero.~~the lesser of:~~

~~A. Monthly Usage Demand, integrated for 30-minute period~~

~~B. Hourly Usage Energy~~

Determination of Standby Energy: Standby Energy is determined hourly and is equal to the Hourly Usage Energy ~~less Firm Energy.~~up to the Standby Capacity.

~~Determination of Hourly Usage Energy: Hourly Usage Energy equals the energy usage by customer in excess of the output of customer-owned generation, provided that the energy usage in any hour cannot be less than zero. In the event that customer-owned generation produces excess energy in a given hour, the Monthly Usage Energy for that interval shall be zero and any excess energy shall be reimbursed under the "Excess Energy Rate" section of this rate schedule.~~

Deposit: Two (2) times the highest estimated monthly bill. Deposits held until Customer no longer takes service from the District.

Excess Energy Rate: In the event the customer's generators produce excess energy over the energy used by the customer's facility and the customer has not made arrangements with a third party to purchase said energy, the energy shall be purchased by the City at the real-time locational marginal price for the Grand Island load settlement location in the Southwest Power Pool Integrated Marketplace.

Billing for Actual Demand: If customer takes service associated with the standby capacity from City without approval of a maintenance outage, the customer will be billed for its Actual Demand based on Schedule 100, provided that charges for Distribution Standby Service will be credited against the demand charges applicable to said customer.

Billing for Firm Energy: Firm Energy is billed at the established rate in this rate schedule, including applicable monthly Power Cost Adjustment.

Billing for Standby Energy: Standby Energy will be assessed based on the number of kilowatt-hours consumed in any given hour multiplied by the cost of purchased energy from the Southwest Power Pool. The cost of purchased energy will be the higher of the day-ahead or real-time locational marginal price for the Grand Island load settlement location plus 0.0015 per kWh ($1.50 per MWh). In no instance shall any one (1) hour interval be assessed at less than $0.0015 per kWh ($1.50 per MWh), which will be the minimum assessed hourly rate calculated.

~~is billed based on the higher of the following:~~

~~A. The Real-Time Locational Marginal Price (LMP) for the Grand Island load settlement location in the Southwest Power Pool Integrated Marketplace multiplied by the energy consumed, calculated for each interval in the billing month when the customer takes energy from the City, plus $0.0015 per kWh ($1.50/MWh), or~~

~~B. The Day-Ahead LMP for the Grand Island load settlement location in the Southwest Power Pool Integrated Marketplace multiplied by the energy consumed, calculated for each interval in the billing month when the customer takes energy from the City, plus $0.0015 per kWh ($1.50/MWh).~~

Maintenance Outages: Customer may take up to 14 days per year of maintenance outages without being billed for Actual Demand under the following conditions:

A. Outages must be scheduled at least 120 days in advance during the period of September 15 and December 1 and March 15 through May 31, with written notification provided to the City and approval or rejection provided in writing to the customer within 7 days, or

B. During other periods as agreed-upon by the City based on weather conditions, loads, and local and regional generation availability, provided the customer must notify the City at least 14 days prior to any planned outage, with the City providing an approval or rejection within 7 days of the request.

Minimum Bill: The minimum bill shall be the sum of the following:

A. Customer Charge plus

B. Distribution Standby Rate multiplied by the contracted standby capacity, plus

C. Generation Standby Rate multiplied by the contracted standby capacity, plus

D. Electric City Dividend.

Specific Terms and Conditions Applicable to Standby Rate: The following terms and conditions are specific to service provided under this rate schedule:

A. Contract Year: All contracts under this schedule shall be for a minimum period of one year, beginning January 1 and ending December 31, and one-year periods thereafter until terminated, where service is no longer required on 30 days' notice. Greater minimum periods may be required by contract in situations involving large or unusual loads.

B. Meter Installation: The City shall, at the expense of the customer, install, own, operate, and maintain the metering to measure the electric power and energy supplied to customer to allow for proper billing. Said meter will provide data based on the billing intervals used by the Southwest Power Pool Integrated Marketplace. In addition, the City will install, at the expense of the customer, a meter that measures the flow of power and energy from the customer's own generating facility (generation metering).

As a result of the electrical or physical configuration of the customer's generation facility, the City may determine that it is more practical or economical to use generation metering installed and owned by the customer rather than installing its own metering equipment. If the City, at its sole discretion, makes such a determination, then the customer-owned generation metering may be used for billing purposes, so long as such metering equipment meets the City's standards for quality and accuracy.

SECTION 2. Section 15-80 of the Grand Island City Code is hereby added and shall read as follows:

§15-80. Contribution in Aid of Construction

The Grand Island Utilities Department, pursuant to this section, will make all improvements and extensions to its distribution system, which shall include street lighting units and circuits. The purpose of this Section is to establish general conditions under which the

Grand Island Utilities Department will make extensions or additions to electric facilities, or upgrades to existing electric facilities, and the general guidelines to be followed in determining a customer's Contribution in Aid of Construction (CIAOC).

The Grand Island Utilities Department will make permanent extensions of electrical lines and facilities and require a customer's CIAOC based on the customer's estimated new or increased electrical usage associated with the extension. The Grand Island Utilities Department reserves the right to determine the advisability and legality of making any extension. Extensions made by the Grand Island Utilities Department shall remain the property of the Grand Island Utilities Department.

The Total Extension Investment shall mean the total estimated project cost to serve a proposed load. This Total Extension Investment shall include, but not limited to, costs related to materials, labor, vehicles, subsistence, and applicable overheads, but exclude customer-provided facilities and costs and any costs incurred but not required solely for the customer's service requirement.

The Grand Island Utilities Department's required Allowable Investment Limit (AIL) and the CIAOC calculations within this Section are based on the customer's projected revenue. To mitigate the Grand Island Utilities Department's risk for new loads not meeting projected thresholds in a given time period, the Grand Island Utilities Department reserves the right, in its sole discretion, to require the customer to enter into an agreement to guarantee the recovery of line extension costs prior to construction.

Contribution in Aid of Construction Calculation

1. The contribution in aid of construction calculations in this section apply to:

    a. All three-phase commercial customers, regardless of location, on or after the effective date of this ordinance.

2. All Class 50 and Class 100 three-phase commercial customers will be provided an AIL equal to 2.5 times the projected annual gross revenue for the customer, excluding City dividend and sales taxes. In the case of an apartment or other multi-family unit where individual units are not separated by a firewall, the dwelling will be considered commercial and revenues will be calculated based on the projected combined revenue from all services in the complex. The customer will be required to pay to the City an amount equal to the actual Total Extension Investment less 2.5 times the projected annual revenues for the customer. The City will provide an estimate of the amount the customer is required to pay and the customer will be required to pay that amount in advance of construction commencement. The City will charge the customer for any overage in costs and refund any overpayment within 60 days of the completion of construction. The revenue estimate shall be based on a) customer's usage at similar facilitates in other jurisdictions, b) similar existing customers usage, or c) if no other comparison is available, the City shall assume a load factor and usage based on the transformer size and historical references.

SECTION 3. Those portions of Section 15-76 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 4. 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 5. That this ordinance shall be in force and take effect from and after its passage and publication, in pamphlet form, within 15 days in one issue of the Grand Island Independent as provided by law.

Enacted: February 25, 2025

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 10.b.

Subject: #10,011 - Ordinance Approving the Sale of Lot 1 and Lot 2 of the RJ Olson Subdivision

Staff Contact: Ryan Schmitz

BACKGROUND:

The City of Grand Island Utilities Department has owned the properties, currently legally described at Lot 1 and Lot 2 of RJ Olson Subdivision, since 1985. With all additional tracts that constituted the original purchase fully sold off and developed, the noted properties are what remain. Utilities Administration has been working toward eliminating unused properties, that present no real value for future use, in order to reduce maintenance costs.

DISCUSSION:

Grand Island Utilities received an appraisal opinion from Hinman Appraisals, in regard to Lot 1 and Lot 2, on June 11, 2024. The opinion recommended a fair value of $156,000 for Lot 1 and $153,000 for Lot 2. Following the receipt of this appraisal opinion, “For Sale” signs were placed on the properties on December 20th, 2024. Two (2) offers were received by February 7th, 2025. One offer provided the full, combined, appraised value of the lots at $309,000. Upon review, Utilities staff recommends this offer for approval by Council.

FISCAL IMPACT: This would increase utilities accounts by the $309,000 sales price.

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 this Ordinance authorizing the sale of Lot 1 & Lot 2 of RJ Olson Subdivision, to Starostka Group Unlimited, for the amount of $309,000.

SAMPLE MOTION:

Move to approve this Ordinance authorizing the sale of Lot 1 & Lot 2 of RJ Olson Subdivision, to Starostka Group Unlimited, for the amount of $309,000.

ATTACHMENTS:

1. Ordinance

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 10,011

An ordinance directing and authorizing the sale of real estate to L & P Investments, LLC., a Nebraska Limited Liability Corporation, buyer; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing for publication and the effective date of this ordinance.

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

SECTION 1. The City of Grand Island, Nebraska, will convey to L & P Investments, LLC., a Nebraska Limited Liability Corporation, two tracts of land legally described as:

Tract 1:

Lot One (1), R.J. Olson Subdivision in the City of Grand Island, Hall County, Nebraska

Tract 2:

Lot Two (2), R.J. Olson Subdivision in the City of Grand Island, Hall County, Nebraska

SECTION 2. In consideration for such conveyance the buyer shall pay the City the sum of Three Hundred Nine Thousand and No/100 Dollars ($309,000.00). The buyer will be responsible for the costs of recording the deed and one half the cost of a title insurance owner's policy and all the cost of any lender's policy. Conveyance of the real estate above described shall be by warranty deed, upon payment of the consideration pursuant to the terms and conditions of the Purchase Agreement between the parties.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make, execute and deliver to L & P Investments, LLC., a Nebraska Limited Liability Corporation, a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 6. 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: February 25, 2025.

_____
Roger Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 25, 2025

Item #: 11.a.

Subject: Executive Session - Update on Active Litigation

Executive Session to Discuss Strategy for Negotiations regarding City Owned Real Estate and Associated Terms

Staff Contact: Laura McAloon

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

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

DISCUSSION: City Administration requests the Council enter into an executive session to give an update on an active litigation and to discuss strategy and negotiation authority with respect to a prospective real estate purchase and the protection of the public interest.

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: Move to enter into an executive session to give an update on an active litigation and to discuss strategy and negotiation authority with respect to a prospective real estate purchase and the protection of the public interest.