



CITY COUNCIL MEETING

TUESDAY, MAY 12, 2026 at 7:30 PM

COUNCIL CHAMBERS, ALBION CITY HALL, 420 W MARKET ST. ALBION, NE 68620

AGENDA

CALL TO ORDER

A copy of the open meetings act is posted and is provided for the public on the billboard of the Council Chambers

ROLL CALL

MAYOR'S COMMENTS

APPROVAL OF MINUTES

1. [APPROVAL OF MINUTES OF THE APRIL 14, 2026 CITY COUNCIL MEETING](#)

OLD BUSINESS

2. [UPDATE REGARDING CARDINAL CAGE LICENSE AND MANAGEMENT AGREEMENT FOR USE OF MUNICIPAL PROPERTY FOR APPROVAL](#)
3. [CONSIDER DOG PARK PROPOSAL FROM 23 TAILS](#)

NEW BUSINESS

4. HYPERLINK "applSb789d26ffd044c5fb721295351e65b8c"[CONSIDER STREET CLOSURE REQUEST OF DOWNTOWN STREETS FOR COMMUNITY EVENTS](#)
 - [SMOKE N CHROME ON MAIN COMMITTEE TO TEMPORARILY CLOSE DOWNTOWN STREETS FOR CAR SHOW ON JUNE 20, 2026 FROM 6:30 AM TO 3:00 PM](#)
 - [ALBION/BOONE CENTRAL ALUMNI COMMITTEE TO TEMPORARILY CLOSE 4TH STREET BETWEEN CHURCH AND MAIN STREETS FOR ALBION/BOONE CENTRAL ALUMNI FESTIVAL AND STREET DANCE FROM JUNE 20, 2026 TO 8:00 AM TO 8:00 AM ON JUNE 21, 2026.](#)
 - [ALBION CHAMBER OF COMMERCE TO TEMPORARILY CLOSE 4TH STREET FROM CHURCH STREET THROUGH THE MAIN STREET INTERSECTION ON JULY 4, 2026 FROM 1:00PM TO 10:00PM;](#)
 - [ALBION ARTS COUNCIL SUMMER CONCERT SERIES TO TEMPORARILY CLOSE A PORTION OF 4TH STREET FROM THE ALLEY BETWEEN CHURCH AND MAIN STREET AND THE AEDC/VENUE PROPERTIES TO THE MINI PARK AND HWY 14 BREWING PROPERTIES ON JULY 9, 2026, JULY 16, 2026, JULY 23, 2026 FROM 4PM TO 10PM, AND JULY 30, 2026 FROM 5PM TO 10PM](#)
 - [LORI KROHN TO CLOSE CHURCH STREET FROM 5TH STREET TO 3RD STREETS FROM 9:30 AM TO 11:30 AM ON JULY 4TH, 2026 FOR AN INDEPENDENCE DAY KIDDIE PARADE](#)
 - [ALBION CHAMBER OF COMMERCE TO TEMPORARILY CLOSE DOWNTOWN STREETS ON DECEMBER 3, 2026 FROM 5:30 PM TO 7:00 PM FOR A HOLIDAY LIGHT PARADE](#)

5. [REVIEW ANNUAL AUDIT REPORT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2025 – AMGL, CPAS](#)
6. [CONSIDER COOPERATIVE PURCHASING CONTRACT FOR FIRE DEPARTMENT 2026 CHEVEROLET SILVERADO 2500HD CREWCAB WITH NATIONAL AUTO FLEET GROUP FOR APPROVAL](#)
7. [CONSIDER RETAINER AGREEMENT WITH NAPOLI SHKOLNIK PLLC REGARDING RURAL WATER PFAs CLASS ACTION LAWSUIT](#)

RESOLUTIONS

8. [INTRODUCE AND CONSIDER FOR APPROVAL RESOLUTION 104 \(26\) A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF NEBRASKA FOR AGREEMENT NO. ZL2606, PROJECT NAME: STATE HIGHWAY N-91/SOUTH 10TH STREET](#)
9. [INTRODUCE AND CONSIDER FOR APPROVAL RESOLUTION 105 \(26\) A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF NEBRASKA FOR AGREEMENT NO. ZL2603, PROJECT NAME: RECTANGULAR FLASHING BEACON INSTALLATION INTERSECTION OF N-91 AND 10TH STREET](#)

ORDINANCES

10. [CONSIDER THIRD READING AND FINAL PASSAGE OF ORDINANCE 346 \(26\) AN ORDINANCE RELATING TO THE ANNEXATION OF THE MARILEE 1ST ADDITION TO THE CITY OF ALBION, BOONE COUNTY, NEBRASKA.](#)
11. [CONSIDER INTRODUCTION AND PASSAGE OF ORDINANCE 348 \(26\) AN ORDINANCE OF THE CITY OF ALBION, NEBRASKA AMENDING ALBION MUNICIPAL CODE, CHAPTER 1, ARTICLE XII – PARKS AND SWIMMING POOL; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.](#)

REPORTS

12. [City Administrator Report](#)
[City Administrator report to the City Council regarding the status of various city departments, city activities, and city financial reports](#)
13. [CONSIDER BILLS FOR APPROVAL](#)
[*REVIEW MONTHLY BILLS REPORT AND CONSIDER FOR APPROVAL AND PAYMENT](#)
[*Consider Pay Application #3 of Gehring Construction for the Clark Park and Trail Project](#)
14. [CONSIDER EMPLOYEE EVALUATIONS FOR APPROVAL](#)

ITEMS TO BE PUT ON NEXT MEETING AGENDA

15. **Next Regular Meeting: June 9, 2026 - 7:30 p.m.**
16. **Public Comment for Future Consideration**

ADJOURN

THE COUNCIL RESERVES THE RIGHT TO ENTER INTO EXECUTIVE SESSION ONLY AS PROVIDED IN R.S.N. 84-1410



AGENDA MEMO

MEETING NAME: Albion City Council

DATE: May 12, 2026

ITEM NAME: APPROVAL OF MINUTES OF THE APRIL 14, 2026 CITY COUNCIL MEETING

PRESENTER(S):

BACKGROUND INFORMATION:

Minutes are enclosed for Mayor and Council review.

DISCUSSION:

MOTION: To approve the minutes of the April 14, 2026 City Council Meeting

BY:

2ND:

ROLL CALL: Dailey _____ Johnson _____ Porter _____ Tisthammer _____

SUMMARY OF DECISION:



CITY COUNCIL - REGULAR MEETING

TUESDAY, APRIL 14, 2026 at 7:30 PM

COUNCIL CHAMBERS, ALBION CITY HALL, 420 W MARKET ST. ALBION, NE 68620

MINUTES

A Regular Meeting of the Albion City Council of the City of Albion, Nebraska was convened in open and public session at 7:30 p.m. on April 14, 2026 at Albion City Hall, 420 West Market St., Albion, NE. Notice of this meeting along with the agenda was simultaneously given in advance to all members of the Board. Notice of this meeting was given in advance by publication, a designated method for giving notice; a copy of proof of publication is attached to these minutes. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. The meeting was recorded using an audio recording device and such recording is available for inspection at the office of the City Clerk.

CALL TO ORDER

A copy of the open meetings act is posted and is provided for the public on the billboard of the Council Chambers.

ROLL CALL

Present were Mayor James Jarecki and Council Members Jon Porter, Jack Dailey, Marcus Johnson, and Jason Tisthammer.

City staff present were City Administrator Andrew Devine, City Attorney Darren Wright, Deputy Clerk Sharon Ketteler, and Police Officer Dustin Martin.

MAYOR'S COMMENTS

Mayor Jarecki reminded residents to take advantage of City-Wide Clean-Up Days on May 27th and 28th. The Mayor thanked our local law enforcement and the State Patrol for quickly resolving a recent dangerous situation in Albion. Mayor Jarecki also reminded everyone to vote in the upcoming election.

APPROVAL OF MINUTES

1. APPROVAL OF MINUTES OF THE MARCH 10, 2026 CITY COUNCIL MEETING

Councilman Porter made a motion to approve the minutes of the March 10, 2026 City Council Meeting, seconded by Johnson. Voting Yea: Tisthammer, Dailey, Johnson, Porter. Voting Nay: None. Motion carried.

NEW BUSINESS

2. CONSIDER REQUEST OF ALBION VOLUNTEER FIRE DEPARTMENT TO CLOSE COLUMBIA STREET FROM 4TH TO 5TH STREETS FOR A MOCK CAR CRASH DRILL ON APRIL 22, 2026

Councilman Porter made a motion to approve the request of the Albion Volunteer Fire Department to close Columbia Street from 4th to 5th Streets for a mock car crash drill on April 22, 2026, seconded by Dailey. Voting Yea: Dailey, Porter, Tisthammer, Johnson. Voting Nay: None. Motion carried.

3. CONSIDER CARDINAL CAGE LICENSE AND MANAGEMENT AGREEMENT FOR USE OF MUNICIPAL PROPERTY FOR APPROVAL

Clerk Devine provided a draft of the agreement. Attorney Wright asked Clerk Devine if the Albion Baseball and Softball Organizations had provided the entity or person to be named the licensee yet? Devine stated they had not. Councilman Dailey stated he did not feel comfortable approving the license and agreement without a designated entity or person. Clerk Devine stated that if the Albion Baseball and Softball Organization doesn't form a legal entity, one of them would need to personally be designated the licensee. It would most likely be someone who has helped organize the fundraising for the Cardinal Cage. Councilman Porter made a motion to approve the Mayor to sign the agreement using his good judgement on issuance of the agreement, seconded by Johnson. Voting Yea: Johnson, Tisthammer, Porter. Voting Nay: Dailey. Motion carried. Clerk Devine added that the Mayor could contact the councilmen individually to get their approval of the name being used on the agreement before he signs it.

4. CONSIDER RECOMMENDATION TO THE NEBRASKA LIQUOR CONTROL COMMISSION REGARDING APPLICATION AMENDMENT FOR MANGER CHANGE FOR GIPH RESTAURANTS, LLC / PIZZA HUT UNDER LICENSE NUMBER A-096887

Council members reviewed the amendment application for change of manager. Councilman Porter made a motion to recommend approval of application amendment for manager change by GIPH Restaurants, LLC/Pizza Hut under license number A-096887, seconded by Johnson. Voting Yea: Tisthammer, Dailey, Johnson, Porter. Voting Nay: None. Motion carried.

5. CONSIDER APPROVAL OF APPLICATIONS OF MEMBERSHIP TO THE ALBION VOLUNTEER FIRE DEPARTMENT OF TRISTAN SHIVELY AND AARON HAMLING

Council members reviewed the applications. Councilman Johnson made a motion to approve applications of membership to the Albion Volunteer Fire Department of Tristan Shively and Aaron Hamling, seconded by Tisthammer. Voting Yea: Johnson, Dailey, Tisthammer, Porter. Voting Nay: None. Motion carried.

6. CONSIDER MAYORAL APPOINTMENTS OF DYLAN MARTIN TO THE ALBION PLANNING COMMISSION; DUSTIN MARTIN TO LIEUTENANT; AND, DAVID REDLER TO WATER COMMISSIONER

Dylan Martin has expressed written interest in serving on the Planning Commission board. There is one vacant position.

The promotion to Police Lieutenant would provide more authority to Police Officer Dustin Martin when the Police Chief is not available. The promotion would not change his pay rate.

David Redler has completed his water operator certification, which has earned him a \$0.30/hour wage increase as outlined by the City Pay Plan.

Councilman Johnson made a motion to approve the Mayoral Appointments of Dylan Martin to the Albion Planning Commission; Dustin Martin to Police Lieutenant; and, David Redler to Water Commissioner, seconded by Porter. Voting Yea: Dailey, Porter, Tisthammer, Johnson. Voting Nay: None. Motion carried.

ORDINANCES

7. **CONSIDER SECOND READING OF ORDINANCE 346 (26) AN ORDINANCE RELATING TO THE ANNEXATION OF THE MARILEE 1ST ADDITION TO THE CITY OF ALBION, BOONE COUNTY, NEBRASKA**

The first reading of Ordinance 346(26) was read and approved at the March 10, 2026 City Council Meeting. Mayor Jarecki instructed Clerk Devine to read the ordinance for the second time. Councilman Johnson made a motion to approve the second reading, seconded by Porter. Voting Yea: Tisthammer, Dailey, Johnson, Porter. Voting Nay: None. Motion carried.

8. **CONSIDER INTRODUCTION AND PASSAGE OF ORDINANCE 347 (26) AN ORDINANCE PERTAINING TO MUNICIPAL PLANNING; AMENDING ALBION MUNICIPAL CODE CHAPTER 9, SECTION 9-514 FF/FW FLOOD PLAIN DISTRICTS (OVERLAY DISTRICT) ORIGINALLY ADOPTED AS ORDINANCE NO. 303 (20); PROVIDING FOR THE REPEAL OF ANY ORDINANCE OR PART OF ORDINANCE IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF**

Clerk Devine noted that the Nebraska Department of Water, Energy and Environment and FEMA have completed a new Flood Map for our area. This ordinance will update the maps and other provisions. Councilman Porter made a motion to introduce Ordinance 347(26) An ordinance pertaining to municipal planning; amending Albion Municipal Code Chapter 9, Section 9-514 FF/FW Flood Plain Districts (Overlay District) originally adopted as Ordinance No. 303(20); providing for the repeal of any ordinance or part of ordinance in conflict herewith; and providing for the effective date hereof. Mayor Jarecki instructed Clerk Devine to read the ordinance by title for the first time. Councilman Porter made a motion to approve the first reading and to suspend the statutory rules requiring reading of the ordinance at three separate meetings, seconded by Johnson. Voting Yea: Johnson, Tisthammer, Dailey, Porter. Voting Nay: None. Motion carried. Mayor Jarecki instructed Clerk Devine to read Ordinance 347(26) by title for the second and third time. Councilman Porter made a motion to approve the second and third readings and to move for final passage and adoption, seconded by Johnson. Councilman Johnson called the question. Mayor Jarecki sought further comment. With no further comment Mayor Jarecki declared Ordinance 347(26) having been read by title three different times, the rules have been suspended, the question is, "Shall Ordinance 347(26) finally pass?" Voting Yea: Dailey, Porter, Tisthammer, Johnson. Voting Nay: None. Motion carried.

REPORTS

9. **City Administrator Report**

City Administrator report to the City Council regarding the status of various city departments, city activities, and city financial reports. Administrator Devine had previously provided a written report for council review. Devine asked the Mayor and Council to let him know of any special areas on streets that are in need of patching/repair.

10. **CONSIDER BILLS FOR APPROVAL**

*REVIEW MONTHLY BILLS REPORT AND CONSIDER FOR APPROVAL AND PAYMENT

Councilman Porter made a motion to approve bills report for payment and affirm all paid claims as presented, except for bills from Speed Services, seconded by Johnson. Voting Yea: Dailey, Porter, Tisthammer, Johnson. Councilman Johnson made a motion to approve bills from Speed Services for payment, seconded by Tisthammer. Voting Yea: Tisthammer, Dailey, Johnson. Voting Nay: None. Abstaining: Porter. Motion carried.

***CONSIDER CHANGE ORDER #2 OF GEHRING CONSTRUCTION FOR THE CLARK PARK AND TRAIL PROJECT**

Clerk Devine stated that this is the Change Order from last month that would add the infinity trail around the perimeter and through the middle of Clark Park; a full-court basketball court; and concrete for the little tike pedal park, which is to the south of the main play area. Council members reviewed Change Order #2 of Gehring Construction for the Clark Park and Trail Project. Councilman Johnson made a motion to approve the Change Order, seconded by Porter. Voting Yea: Dailey, Johnson, Porter, Tisthammer. Voting Nay: None. Motion carried.

***CONSIDER PAY APPLICATION #2 OF GEHRING CONSTRUCTION FOR THE CLARK PARK AND TRAIL PROJECT**

Council members reviewed Pay Application #2 of Gehring Construction for the Clark Park and Trail Project. Councilman Porter made a motion to approve the Change Order in the amount of \$263,696.72; seconded by Johnson. Voting Yea: Dailey, Johnson, Porter, Tisthammer. Voting Nay: None. Motion carried.

11. CONSIDER EMPLOYEE EVALUATIONS FOR APPROVAL

Administrator Devine had previously provided employee evaluations for council review. Councilman Porter made a motion to approve employee evaluations and step raises of David Redler and Michael Lipker, seconded by Dailey. Voting Yea: Johnson, Porter, Tisthammer, Dailey. Voting Nay: None. Motion carried.

ITEMS TO BE PUT ON NEXT MEETING AGENDA

12. Next Regular Meeting: May 12, 2026 - 7:30 p.m.

- *Third Reading and Final Passage of Ordinance 346(26)
- *Review Annual Audit Report
- *Potential Building Inspection Agreement
- *Cardinal Cage Agreement by Mayor
- *Employee Evaluation

13. Public Comment for Future Consideration

None.

ADJOURN

At 7:58 p.m. Council Member Dailey made a motion to adjourn the meeting, seconded by Johnson. Voting Yea: Dailey, Porter, Johnson, Tisthammer. Voting Nay: None. Motion carried.

I the undersigned Clerk hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council; that all subjects included in the foregoing proceedings were contained in the Agenda for the meeting, kept continually current and available for inspection at the office of the Clerk; that such subjects were contained in said Agenda for at least 24 hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for the examination and copying of the public; that said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification of meetings of said body were provided advance notification of the time and place of said meeting and subjects to be discussed at said meeting.

James Jarecki, Mayor

ATTEST:

Sharon Ketteler, Deputy Clerk



AGENDA MEMO

MEETING NAME: Albion City Council

DATE: May 12, 2026

ITEM NAME: UPDATE REGARDING CARDINAL CAGE LICENSE AND MANAGEMENT AGREEMENT FOR USE OF MUNICIPAL PROPERTY FOR APPROVAL

PRESENTER(S):

BACKGROUND INFORMATION:

The City Council approved the mayor to execute the Cardinal Cage License and Management Agreement last month. This has not yet been executed as were waiting to determine the formal party to the agreement. No action is necessary, I just wanted to provide a formal opportunity to update the Council on this agreement.

DISCUSSION:

MOTION:

BY:

2ND:

ROLL CALL: Dailey _____ Johnson _____ Tisthammer _____ Porter _____

SUMMARY OF DECISION:



AGENDA MEMO

MEETING NAME: Albion City Council

DATE: May 12, 2026

ITEM NAME: CONSIDER DOG PARK PROPOSAL FROM 23 TAILS

PRESENTER(S):

Rori Erickson – 23 Tails

BACKGROUND INFORMATION:

Rori has previously approached the City about potentially leasing ground north of the Grass/Tree pile and has requested to be put on the May agenda to discuss further with the Mayor and Council.

A lease agreement would need to be presented to final formal approval of use. Rori has indicated that Jeff Jarecki would draw up such agreement for her at no charge.

DISCUSSION:

MOTION:

BY:

2ND:

ROLL CALL: Johnson _____ Porter _____ Tisthammer _____ Dailey _____

MOTION:

BY:

2ND:

ROLL CALL: Dailey _____ Tisthammer _____ Johnson _____ Porter _____

SUMMARY OF DECISION:

23 Tails, Inc.

Community Dog Park Proposal



Rori Erickson
Director
23 Tails, Inc.

INTRODUCTION

Hello,

My name is Rori Erickson, and I am the Director of 23 Tails, Inc. We are a non-profit organization founded with the goal of building a dog park in our community. Our interests lie in leasing several acres to use as an off-leash area for dogs and more specifically, for the betterment of both humans and their companions.

Healthy people, healthy communities, and healthy pets share a commonality. Staying active! This is an opportunity to truly enrich our quality of life in Albion.

WHY SHOULD WE BUILD ONE?

As of February of this year Forbes reports that 56% of Americans have a dog in their household, and in rural areas that number jumps to 65%. In a community of our size, that is a lot of dogs and a lot of people needing a safe space to engage with their pets. In addition, dog parks aren't just great for the pups; they're also beneficial for humans.

DOG PARKS PROMOTE PHYSICAL ACTIVITY

Dog parks offer a fantastic opportunity for owners to engage in physical activity with their furry companions. According to the Centers for Disease Control and Prevention, aiming for at least 150 minutes of moderate-intensity aerobic exercise per week is recommended. Playing with your sweet pooch at the dog park is an enjoyable way to fulfill these exercise guidelines. More specifically, our park would include an interior walking path for those looking to get some steps in while their dog explores the area.

Building a dog park offers a safe and engaging space for dog owners to bond with their pets while ensuring their dogs get the necessary exercise. No more backyard bathroom breaks – it's time to play and walk together!

DOG PARKS ENCOURAGE A HEALTHY AND ACTIVE LIFESTYLE

Choosing the dog park over the backyard promotes an active environment for both humans and dogs. A more active lifestyle starts with a single step, and the park could be a gateway for many who have fallen into a dormant lifestyle. By embracing a more active lifestyle, we can enjoy numerous health benefits. Having an active dog is linked to lower cholesterol, improved heart health (like lower risks for heart disease), enhanced mental well-being, and a stronger immune system.

Seniors can utilize a safe enclosed space to walk, free of traffic, bicycles, and other impediments. Utilization of the park will surely increase happiness and promote good health in our community members.

DOG PARKS ALLOW FOR SOCIALIZATION & IMPROVED MENTAL HEALTH

Dog parks are perfect for meeting new people and staying in touch with friends. They allow parkgoers to connect with other dog owners who share a passion for dogs. It's a great way to bond with neighbors and even make new friends.

Dog ownership has also been shown to impact mental health in the following ways: reducing stress and anxiety, combatting loneliness, encouraging engagement with others, promoting social connections, and increased self-

esteem due to the unconditional love and companionship dogs offer. **And we know that the correlation between mental health and physical health is inextricably linked.**

BUILDING FOR OUR FUTURE

We created 23 Tails, Inc. to get a dog park built in our community. All of the aforementioned are fantastic reasons to build one, but we are also looking at the draw for younger families to join our beautiful community and make it their home. **Having a dog park is a community feature that many twenty and thirty-somethings consider a valuable asset, with a recent Chamber survey listing it third on a list of desired amenities to Albion.**

The vitality and continuation to thrive in rural American depends on making our small communities desirable to young and old, alike.

THE PROPOSED SITE



WHAT FACTORS DETERMINE THE SIZE OF THE PARK?

Safety for all parkgoers is of the utmost importance to our organization. Keeping that forefront in our planning, research shows the most successful parks have factored in the following for size consideration:

- Separated areas for small breed dogs and/or senior dogs away from larger or more playful, younger breeds
- Avoidance of overcrowding by allowing room for multiple dogs at any given time
- Keeping the space a manageable enough size to be able to reach your pet within a quick and reasonable amount of time
- Proper entrance gating with a waiting area between the exterior and interior gates
- Accessibility for those with limited mobility

In urban areas, finding a parcel of this size is nearly impossible. We have been blessed with the opportunity to put together something really great here. A parcel that includes ample room for both areas of the park (small/elderly & larger breed), sizable waiting areas, parking, and room down to road to add shade structures, benches, etc.

WHAT INITIAL CHANGES WOULD BE MADE TO THE SITE?

To achieve a functional, safe space the proposed changes would be required:

- Roadway access from the blacktop
- Parking area with four designated handicap spaces (two adjacent to each section of the gated entrances). White rock parking for the majority and asphalt for the handicap spaces, interior walking path, and entry points
- Four-foot chain-link fencing for parameter and waiting areas/gates
- Tree and wildflower installations

As mentioned earlier, in the future we would like to add shade structures, benches, etc. However, for now this would safely get us up and running.

NEXT STEPS

If greenlit to proceed, the next stage in our process would be working with City Administration and our Planning Committee to make sure we are adhering to existing codes and regulations and lining up the work.

Many in the community have offered in-kind services for dirt work, installation projects, up-keep, etc. Currently, we have generated enough money to purchase fencing, asphalt, and other preliminary items to get the park off the ground.

IN CONCLUSION

We kindly ask that you approve the proposed site for our project. Please feel free to reach out with any questions or concerns.

Gratefully,



Rori Erickson

Email: rori.erickson@fbfs.com

Mobile: 402.741.2363

Office: 402.395.6363

NOTES



AGENDA MEMO

MEETING NAME: Albion City Council Meeting

DATE: May 12, 2026

ITEM NAME: **CONSIDER STREET CLOSURE REQUEST OF DOWNTOWN STREETS FOR COMMUNITY EVENTS**

- SMOKE N CHROME ON MAIN COMMITTEE TO TEMPORARILY CLOSE DOWNTOWN STREETS FOR CAR SHOW ON JUNE 20, 2026 FROM 6:30 AM TO 3:00 PM
- ALBION/BOONE CENTRAL ALUMNI COMMITTEE TO TEMPORARILY CLOSE 4TH STREET BETWEEN CHURCH AND MAIN STREETS FOR ALBION/BOONE CENTRAL ALUMNI FESTIVAL AND STREET DANCE FROM JUNE 20, 2026 TO 8:00 AM TO 8:00 AM ON JUNE 21, 2026.
- ALBION CHAMBER OF COMMERCE TO TEMPORARILY CLOSE 4TH STREET FROM CHURCH STREET THROUGH THE MAIN STREET INTERSECTION ON JULY 4, 2026 FROM 1:00PM TO 10:00PM;
- ALBION ARTS COUNCIL SUMMER CONCERT SERIES TO TEMPORARILY CLOSE A PORTION OF 4TH STREET FROM THE ALLEY BETWEEN CHURCH AND MAIN STREET AND THE AEDC/VENUE PROPERTIES TO THE MINI PARK AND HWY 14 BREWING PROPERTIES ON JULY 9, 2026, JULY 16, 2026, JULY 23, 2026 FROM 4PM TO 10PM, AND JULY 30, 2026 FROM 5PM TO 10PM
- LORI KROHN TO CLOSE CHURCH STREET FROM 5TH STREET TO 3RD STREETS FROM 9:30 AM TO 11:30 AM ON JULY 4TH, 2026 FOR AN INDEPENDENCE DAY KIDDIE PARADE
- ALBION CHAMBER OF COMMERCE TO TEMPORARILY CLOSE DOWNTOWN STREETS ON DECEMBER 3, 2026 FROM 5:30 PM TO 7:00 PM FOR A HOLIDAY LIGHT PARADE

PRESENTER(S):

Administrator Devine

BACKGROUND INFORMATION:

Annual community events that request temporary downtown street closures

DISCUSSION:

MOTION: To approve street closure requests as presented.

BY:

2ND:

ROLL CALL: Tisthammer _____ Dailey _____ Johnson _____ Porter _____

SUMMARY OF DECISION:



AGENDA MEMO

MEETING NAME: Albion City Council

DATE: May 12, 2026

ITEM NAME: REVIEW ANNUAL AUDIT REPORT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2025 – AMGL, CPAS

PRESENTER(S):

MARCY LUTH or JAMIE CLEMANS - REMOTE

BACKGROUND INFORMATION:

Full audit report is included in Mayor and Council packets and is accessible at the City Website, the Nebraska Auditor of Public Accounts website, or available upon request at City Hall.

DISCUSSION:

MOTION: To acknowledge and accept the annual audit report for the fiscal year ended September 30, 2025

BY:

2ND:

ROLL CALL: Dailey _____ Johnson _____ Porter _____ Tisthammer _____

SUMMARY OF DECISION:



AGENDA MEMO

MEETING NAME: Albion City Council Meeting

DATE: May 12, 2026

ITEM NAME: **CONSIDER COOPERATIVE PURCHASING CONTRACT FOR FIRE DEPARTMENT 2026 CHEVEROLET SILVERADO 2500HD CREWCAB WITH NATIONAL AUTO FLEET GROUP FOR APPROVAL**

PRESENTER(S):

Administrator Devine

BACKGROUND INFORMATION:

The Albion Volunteer Fire Department has spec'd a replacement vehicle for their 2008 Chevy CrewCab pickup through the Sourcewell Cooperative Government Purchasing program. This is a budgeted purchase and within the Fire Department's Capital Outlay budget.

Quote #43255 as spec'd is attached.

DISCUSSION:

MOTION: To approve contract with National Auto Fleet Group in the amount of \$58,958.07 for the purchase of a 2026 Chevrolet Silverado 2500HD crewcab as specified by Quote #43255.

BY:

2ND:

ROLL CALL: Tisthammer _____ Dailey _____ Johnson _____ Porter _____

SUMMARY OF DECISION:



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

4/25/2026

Government Quote ID: **43255**

Order Cut Off Date: **TBA**

Andrew Devine
City of Albion, Nebraska
Purchasing

420 W MARKET ST
420 W MARKET ST
ALBION, Nebraska, 68620-1241

Dear Andrew Devine,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2026 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom 6.9' Box,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$60,560.00	\$58,958.07	2.645 %	\$1,601.93
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$58,958.07		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

Item 6.

EMISSIONS	
Code	Description
FE9	Emissions, Federal requirements
ENGINE	
Code	Description
L8T	Engine, 6.6L V8, (STD)
TRANSMISSION	
Code	Description
MKM	Transmission, 10-Speed automatic, (STD)
AXLE	
Code	Description
GT4	Rear axle, 3.73 ratio
PREFERRED EQUIPMENT GROUP	
Code	Description
1CX	Custom Preferred Equipment Group, includes standard equipment
WHEELS	
Code	Description
SRI	Wheels, 20" (50.8 cm) High gloss Black painted wheel, with Black center caps
PAINT	
Code	Description
G7C	Red Hot
SEAT TYPE	
Code	Description
AZ3	Seats, front 40/20/40 split-bench, (STD)
SEAT TRIM	
Code	Description
H0U	Jet Black, Cloth seat trim
RADIO	
Code	Description
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
PDX	Custom Value Package, includes (PCX) Custom Convenience Package, (PQA) WT/CX Safety Package, (DWI) outside power-adjustable vertical trailering mirrors with heated and auto-dimming upper glass, lower convex spotter mirrors, turn signal indicators, puddle lamps, perimeter lighting and (DD8) auto-dimming rearview mirror
PCX	Custom Convenience Package, (Included with (PDX) Custom Value Package. Beginning with the start of production certain vehicles will be forced to include (RFO) Not Equipped with USB ports rear.)
PQA	WT/CX Safety Package, includes (UD5) Front and Rear Park Assist, (UKC) Lane Change Alert with Side Blind Zone Alert and (UFG) Rear Cross Traffic Alert

Z71	Z71 Off-Road Package, includes (Z71) Off-Road suspension with off-road tuned twin tube Rancho shocks, (JHD) Hill Descent Control and (NZZ) skid plates (transfer case and oil pan)
CWK	Custom Blackout Package, includes Black badging, (SRI) 20" High gloss Black painted wheels, Black steering wheel emblem, (SB7) Black tailgate CHEVROLET lettering decal, LPO with (QK1) tailgate or Black bowtie with available (QK2) Multi-flex tailgate
JHD	Hill Descent Control
KW5	Alternator, 220 amps
NZZ	Skid Plates, protect the oil pan, front axle and transfer case
___	Suspension, Off-Road, includes twin-tube shocks
KC9	Power outlet, bed mounted, 120-volt, (400 watts shared with (KI4) interior power outlet)
UF2	LED Cargo Area Lighting, located in pickup bed, activated with switch on center switch bank or key fob
DWM	Mirrors, outside power-adjustable vertical trailing with heated and auto-dimming upper glass, Includes (DD8) auto-dimming rearview mirror.
CGN	Chevytec spray-on bedliner, Black (does not include spray-on liner on tailgate due to Black composite inner panel)
QT5	Tailgate, gate function manual with EZ Lift, includes power lock and release
SB7	LPO, Black tailgate lettering
A2X	Seat adjuster, driver 10-way power, including lumbar
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories.
BTV	Remote vehicle starter system
UTJ	Theft-deterrent system, unauthorized entry
UBI	USB ports, rear, dual, charge-only, (Included and only available with (KI4) 120-volt power outlet. Beginning with the start of production certain vehicles will be forced to include (RFO) Not Equipped with USB ports rear.)
KI4	Power outlet, interior, 120-volt, (400 watts shared with (KC9) bed mounted power outlet)
C49	Defogger, rear-window electric
DD8	Mirror, inside rearview auto-dimming
VB7	LPO, Underseat storage, (dealer-installed)
UD5	Front and Rear Park Assist, ultrasonic
UFG	Rear Cross Traffic Alert
UKC	Lane Change Alert with Side Blind Zone Alert
GVWR	
Code	Description
CKF	GVWR, 11,025 lbs. (5001 kg), (STD)
OPTION DISCOUNT	
Code	Description
___	Option/package discount

2026 Fleet/Non-Retail Chevrolet Silverado 2500HD 4WD Crew Cab 159" Custom 6.9' Box

WINDOW STICKER

2026 Chevrolet Silverado 2500HD 4WD Crew Cab 159" Custom 6.9' Box

CODE	MODEL	MSRP
CK20743	2026 Chevrolet Silverado 2500HD 4WD Crew Cab 159" Custom 6.9' Box	\$53,800.00
OPTIONS		
FE9	Emissions, Federal requirements	\$0.00
L8T	Engine, 6.6L V8, (STD)	\$0.00
MKM	Transmission, 10-Speed automatic, (STD)	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
1CX	Custom Preferred Equipment Group, includes standard equipment	\$0.00
SRI	Wheels, 20" (50.8 cm) High gloss Black painted wheel, with Black center caps	INC
G7C	Red Hot	\$0.00
AZ3	Seats, front 40/20/40 split-bench, (STD)	\$0.00
H0U	Jet Black, Cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)	\$0.00
PDX	Custom Value Package, includes (PCX) Custom Convenience Package, (PQA) WT/CX Safety Package, (DWI) outside power-adjustable vertical trailing mirrors with heated and auto-dimming upper glass, lower convex spotter mirrors, turn signal indicators, puddle lamps, perimeter lighting and (DD8) auto-dimming rearview mirror	\$2,425.00
PCX	Custom Convenience Package, (Included with (PDX) Custom Value Package. Beginning with the start of production certain vehicles will be forced to include (RFO) Not Equipped with USB ports rear.)	INC
PQA	WT/CX Safety Package, includes (UD5) Front and Rear Park Assist, (UKC) Lane Change Alert with Side Blind Zone Alert and (UFG) Rear Cross Traffic Alert	INC
Z71	Z71 Off-Road Package, includes (Z71) Off-Road suspension with off-road tuned twin tube Rancho shocks, (JHD) Hill Descent Control and (NZZ) skid plates (transfer case and oil pan)	\$325.00
CWK	Custom Blackout Package, includes Black badging, (SRI) 20" High gloss Black painted wheels, Black steering wheel emblem, (SB7) Black tailgate CHEVROLET lettering decal, LPO with (QK1) taillgate or Black bowtie with available (QK2) Multi-flex taillgate	\$675.00
JHD	Hill Descent Control	INC
KW5	Alternator, 220 amps	\$150.00
NZZ	Skid Plates, protect the oil pan, front axle and transfer case	INC
—	Suspension, Off-Road, includes twin-tube shocks	INC
KC9	Power outlet, bed mounted, 120-volt, (400 watts shared with (KI4) interior power outlet)	INC
UF2	LED Cargo Area Lighting, located in pickup bed, activated with switch on center switch bank or key fob	INC
DWI	Mirrors, outside power-adjustable vertical trailing with heated and auto-dimming upper glass, Includes (DD8) auto-dimming rearview mirror.	INC
CGN	Chevytec spray-on bedliner, Black (does not include spray-on liner on tailgate due to Black composite inner panel)	\$545.00
QT5	Tailgate, gate function manual with EZ Lift, includes power lock and release	INC
SB7	LPO, Black tailgate lettering	\$0.00
A2X	Seat adjuster, driver 10-way power, including lumbar	INC
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories.	\$150.00
BTV	Remote vehicle starter system	INC
UTJ	Theft-deterrent system, unauthorized entry	INC
UBI	USB ports, rear, dual, charge-only, (Included and only available with (KI4) 120-volt power outlet. Beginning with the start of production certain vehicles will be forced to include (RFO) Not Equipped with USB ports rear.)	INC
KI4	Power outlet, interior, 120-volt, (400 watts shared with (KC9) bed mounted power outlet)	INC
C49	Defogger, rear-window electric	INC
DD8	Mirror, inside rearview auto-dimming	INC
VBJ	LPO, Underseat storage, (dealer-installed)	\$195.00
UD5	Front and Rear Park Assist, ultrasonic	INC

UFG	Rear Cross Traffic Alert	INC
UKC	Lane Change Alert with Side Blind Zone Alert	\$0.00
CKF	GVWR, 11,025 lbs. (5001 kg), (STD)	(\$500.00)
___	Option/package discount	

Please note selected options override standard equipment

SUBTOTAL	\$57,765.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$2,795.00
TOTAL PRICE	\$60,560.00

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

Item 6.

MECHANICAL

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
Transmission, 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
GVWR, 11,025 lbs. (5001 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)

EXTERIOR

Wheels, 20" (50.8 cm) machined aluminum with Grazen Metallic painted accents, 10-spoke (STD)
--

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

INTERIOR

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
--

BODY CODE

Durabed, pickup bed

TIRES

Tires, LT275/65R20 all-terrain, blackwall

SPARE TIRE

Tire, spare LT275/70R18 all-terrain, blackwall
--

ADDITIONAL EQUIPMENT

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance
Push Button Start
Air filter, heavy-duty
Air filtration monitoring
Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)
Auto-locking rear differential
Four wheel drive
Cooling, external engine oil cooler
Cooling, auxiliary external transmission oil cooler
Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
Trailer brake controller, integrated
Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
Recovery hooks, front, frame-mounted, Black (Not available with (VLQ) Chrome recovery hooks.)
Suspension Package

Steering, Recirculating Ball with smart flow power steering system
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine.)
Exhaust, single, side
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door
Bumper, front (High gloss Black.)
Bumper, rear (High gloss Black.)
CornerStep, rear bumper
BedStep, Black integrated on forward portion of bed on driver and passenger side
Moldings, beltline, Black
Cargo tie downs (12), fixed rated at 500 lbs per corner
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off
Taillamps with incandescent tail, stop and reverse lights
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm])
Mirror caps, Black
Glass, deep-tinted
Tailgate, standard
Tailgate and bed rail protection cap, top
Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCX) Custom Convenience Package is ordered.)
Tailgate, gate function manual, no EZ Lift
Door handles, Black grained
SiriusXM Trial Subscription
SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
Audio system feature, 6-speaker system
Wireless phone projection for Apple CarPlay and Android Auto
Bluetooth for phone connectivity to vehicle infotainment system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Cloth seat trim
Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)
Floor covering, color-keyed carpeting
Floor mats, rubberized vinyl, front (Deleted when LPO floor liners are ordered.)
Floor mats, rubberized-vinyl rear (Deleted when LPO floor liners are ordered.)
Steering wheel, urethane
Steering column, Tilt-Wheel, manual with wheel locking security feature
Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass located in instrument cluster
Rear Seat Reminder
Window, power front, drivers express up/down
Window, power front, passenger express down

Windows, power rear, express down
Door locks, power
Remote Keyless Entry with 2 transmitters
Cruise control, electronic with set and resume speed, steering wheel-mounted
USB Ports, 2, Charge/Data ports located on instrument panel
Power outlet, front auxiliary, 12-volt
Air conditioning, single-zone
Air vents, rear, heating/cooling
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Daytime Running Lamps with automatic exterior lamp control
Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
HD Rear Vision Camera
Hitch Guidance dynamic single line to aid in trailer alignment for hitching
Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Seat Belt Adjustable Guide Loops, front row only
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
Rear Seat Belt Indicator
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitoring System
OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering



AGENDA MEMO

MEETING NAME: Albion City Council Meeting

DATE: May 12, 2026

ITEM NAME: **CONSIDER RETAINER AGREEMENT WITH NAPOLI SHKOLNIK PLLC REGARDING RURAL WATER PFAs CLASS ACTION LAWSUIT**

PRESENTER(S):

BACKGROUND INFORMATION:

Administration review, considers our risk to be limited, but not zero in relation to this class action lawsuit. Historically, we do not have evidence of chronic PFA contamination in our water sources. However, the deadline to participate in the class and be eligible for potential settlement in the future we need to file now.

The attached is a proposed retainer agreement with a law firm that is representing class claimants.

DISCUSSION:

MOTION: To _____ retainer agreement with Napoli Shkolnik PLLC regarding Rual Water PFAs Class Action Lawsuit

BY:

2ND:

ROLL CALL: Johnson _____ Tisthammer _____ Dailey _____ Porter _____

SUMMARY OF DECISION:



RETAINER AGREEMENT

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE STATE OF NEBRASKA GENERAL ARBITRATION STATUTE

City of Albion, PWSID # _____, retains the Law Firm of Napoli Shkolnik, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies and wastewater by per- and polyfluoroalkyl substances (PFAS), 1-4 Dioxane, plastics, microplastics, landfills and other hazardous water contaminants for claims under MDL and CERCLA actions. We specifically agree as follows:

1. FEE PERCENTAGE: Client and Law Firm agree that the Law Firm shall be paid Twenty-Five Percent (25%), or such other sum as is approved by the Court, whichever is lower, of the sum recovered, whether by suit, settlement or otherwise. *Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.*

2. DISBURSEMENTS: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

3. COMPUTATION OF FEES. The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is



deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	\$100.00
25% Attorney's Fee	\$ 25.00
Net settlement	\$ 75.00
Disbursements	- \$ 10.00
Net to Client	\$ 65.00

4. CONTINGENCY FEE PAYMENT SCHEDULE: As set forth above, the Client agrees to pay the Attorney a contingency fee for legal services rendered upon settlement or conclusion of the matter. If the payments to the Client are not a single lump payment but to be paid over a period of time i.e. "installment payments", such Attorney Contingency Fees will be paid in full from the first installment, or installments paid by Defendant(s). If the initial payment is insufficient to fund the full amount of Attorney's Fees due then in subsequent payments by the Defendant(s), any additional amounts recovered or received annually, the Attorney shall have the right to collect the agreed-upon contingency fee from those subsequent amounts recovered or received from the Defendant or any QSF administrator first. Irrespective of the method of payment i.e., lump sum or installment, the amount of Attorney Fees shall not exceed the contingency amount as set forth herein. To the extent this Amendment differs from the original retainer this Amendment shall control.

5. WITHDRAWAL: The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

6. APPEALS: The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.



7. **STATUTE OF LIMITATIONS:** We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

8. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

9. **RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

10. **APPROVAL NECESSARY FOR SETTLEMENT:** Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

11. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

12. **ASSOCIATE COUNSEL:** The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption



of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

13. NEBRASKA OR APPLICABLE LAW TO APPLY: This Agreement shall be considered construed under and in accordance with the laws of the State of Nebraska or applicable law and the rights, duties, and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Nebraska or applicable law.

14. ARBITRATION: Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in the State of Nebraska . This arbitration provision shall be enforceable in either Federal Court, pursuant to the substantive federal laws established by the Federal Arbitration Act, or in Nebraska State Court. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Court in the State of Nebraska having jurisdiction.

15. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

16. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.



17. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further Commonwealth that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS ____ day of _____,
20____

**THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT AND
THE NEBRASKA GENERAL ARBITRATION STATUTE**

[CLIENT]

NAPOLI SHKOLNIK,

By:

Printed Name

**HANK NAUGHTON
PARTNER**

Email Address:

Title: _____

Address: _____

Phone:

NEED TO KNOW- NOW

- \$14.75 Billion Available to your System now
- No Award– No Cost
- Future settlements = more \$\$\$

In order to participate in these settlements, public water systems need to submit different claims forms to the Claims Administrator.:

1. A completed IRS Form W-9;
2. Any evidence of any remedial action taken for PFAS;
3. From the past 10 years (2013-2022) documents showing the maximum flow rate per source, these can be internal logs that the public water system uses;
4. From the past 10 years (2013-2022) documents showing the maximum permitted flow rate per source, these can be any permit or documentation of the well pump showing the value.

We will handle submission for you. Please send the above as soon as possible so we can review the information provided and enter it in the Claims Administrator's portal.

Attorney-Client Communication. Not For Distribution

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AGENDA MEMO

MEETING NAME: Albion City Council

DATE: May 12, 2026

ITEM NAME: **INTRODUCE AND CONSIDER FOR APPROVAL RESOLUTION 104 (26) A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF NEBRASKA FOR AGREEMENT NO. ZL2606, PROJECT NAME: STATE HIGHWAY N-91/SOUTH 10TH STREET**

PRESENTER(S):

BACKGROUND INFORMATION:

This is a resolution approving the enclosed agreement for the trail improvements at Highway 91 and 10th Street.

DISCUSSION:

MOTION: To introduce and approve Resolution 104 (26)

BY:

2ND:

ROLL CALL: Porter _____ Tisthammer _____ Dailey _____ Johnson _____

SUMMARY OF DECISION:

RESOLUTION 104 (26)

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF NEBRASKA FOR AGREEMENT NO. ZL2606, PROJECT NAME: STATE HIGHWAY N-91/SOUTH 10TH STREET

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ALBION, NEBRASKA, THAT:

1. The City of Albion, Nebraska shall enter into an Agency Agreement with the Nebraska Department of Transportation for Agreement NO. ZL2606 for the purpose of highway improvements on State Highway N91 South 10th Street.
2. The Mayor of the City Council is hereby authorized and directed to execute said agreement on behalf of the City of Albion, Nebraska.
3. This resolution will be marked Exhibit "B" and a copy attached to the Original Agreement.

Introduced by: _____;

Second by: _____;

VOTE: YEAS: _____

NAYS: _____; **ABSENT:** _____.

Passed and approved this 12th day of May, 2026.

CITY OF ALBION, NEBRASKA

{SEAL}

BY: _____
Mayor, James Jarecki

ATTEST:

City Clerk, Andrew L. Devine

TRAIL AGREEMENT

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF ALBION
STATE HIGHWAY N-91 / SOUTH 10th STREET

THIS AGREEMENT is between the City of Albion a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Municipality plans to construct a Hike-Bike trail south of State Highway N-91 ("N-91") at South 11th Street and paralleling N-91 to South 10th Street where it crosses N-91, a part of which will be constructed on State's right-of-way, at the location shown on Exhibit "A"; and

WHEREAS, the Hike-Bike trail is described generally as follows:
A new six-foot-wide concrete Hike-Bike trail occupying the south side of N-91 at South 11th Street, paralleling N-91 to South 10th Street where it crosses the State right of way line at approximately RP 125.15. References in this Agreement to "Trail" or "Trail Project" include the trail, and all associated appurtenances; and

WHEREAS, Neb. Rev. Stat. § 39-1359 requires State's right-of-way be held inviolate for highway purposes and that written permission of State is required to occupy the State's right-of-way, and because Trail will be located adjacent to and crossing N-91 within the right-of-way, therefore Municipality is required to obtain a permit to occupy the right-of-way for Trail; and

WHEREAS, pursuant to Neb. Rev. Stat. §39-1339 Municipality shall be responsible for the maintenance of the Trail; and

WHEREAS, Municipality is willing to obtain and maintain in force insurance in the amounts required herein by State, or at least prove to State that Trail has been added to the areas covered by Municipality existing liability insurance coverage, for at least the part of the Trail located on or over the State highways; and

Hike/Bike Trail Highway N-91
City of Albion

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WHEREAS, Municipality is agreeable to being solely responsible for all costs and liability for the design, construction, inspection, maintenance, operation, repair, replacement, reconstruction, or removal of the Trail; and

WHEREAS, Parties intend that this Agreement describe certain roles and responsibilities applicable to this project; and

WHEREAS, State is willing to permit the Municipality’s work on and occupation of State’s property so long as that work is completed at no cost or liability to State, and

WHEREAS, Municipality concurs that the future State roadway improvements and maintenance activities may adversely impact Trail and that all work to design, remove, relocate, construct, reconstruct, inspect, operate, repair or maintain Trail to accommodate State’s work shall be accomplished solely at Municipality’s cost, and

WHEREAS, the Mayor is authorized by the City Council to execute this Agreement, as evidenced by the Resolution of City Council dated the _____ day of _____, 2026, attached as Exhibit “B”, and incorporated herein by this reference.

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

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 Effective Date** -This Agreement is effective immediately on the date it is fully executed by the Parties.
- 1.2 Renewal, Extension or Amendment** -This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 1.3 Identifying Date** - For convenience, this Agreement’s identifying date will be the date the State signed the Agreement.
- 1.4 Duration** – The duration of this Agreement and the State’s Permit to Occupy the State’s right-of-way shall be twenty-five years from the date of execution of the Agreement. At the completion of the twenty-five year term, renewal for an additional twenty-five year term shall be automatic unless the State notifies the Municipality one calendar year in advance of the end of the initial twenty-five year term. The renewal shall not be unreasonably denied by State. At the end of the second twenty-five-year term, this

Agreement will terminate unless extended by supplemental agreement. The duration of this Agreement is subject to the State’s right to reconstruct N-91 as described elsewhere in this Agreement.

1.5 Termination - Further, State reserves the right to terminate the Agreement as provided herein.

SECTION 2. DESCRIPTION OF THE PROJECT

Municipality plans to construct a Hike-Bike trail, a part of which will be constructed on State’s right-of-way, at the location shown on Exhibit "A", attached and incorporated herein by this reference. The project includes a new six-foot-wide concrete Hike-Bike trail entering State right of way south of N-91 at South 11th Street, parallelling N-91 to South 10th Street where it crosses and leaves the State right of way at the north right of way line. The Trail will occupy State’s right-of-way at approximately State R.P. 125.15. References in this Agreement to “Trail” or “Trail Project” include the trail, and all associated appurtenances.

SECTION 3. NO COST TO STATE

Parties expressly agree that this Agreement is executed for the benefit of Municipality and that the parties intend that all costs and liability for the design, construction, inspection, maintenance, operation, repair, reconstruction, and for the removal of the Trail and restoration of State property will be the sole responsibility of Municipality; and, except as expressly provided herein; shall be accomplished at no cost to State.

SECTION 4. FUNDING FOR TRAIL

Parties agree Municipality may seek Federal funding for the Trail. Nothing in this Agreement is intended to make the Municipality ineligible for such funding.

SECTION 5. PLANS PREPARATION

Municipality will prepare, or cause plans to be prepared for Municipality’s Trail project. Municipality will design Trail to accommodate the existing highway drainage patterns and construct drainage facilities that are consistent with and will not adversely affect the operation of State’s highway drainage facilities. Municipality will, at Municipality’s sole expense, design, construct and inspect the construction of Trail. Further, Municipality will design, construct, operate, inspect, repair and maintain Trail to conform to federal and state law and rule and regulation concerning accommodation of the disabled. Municipality will, at Municipality’s sole cost, maintain in good repair, operate, reconstruct, and, if necessary, remove Trail and restore

State's property. When the plans for Trail are completed, Municipality will submit final plans and specifications to State for State's review. These plans shall include, but not be limited to, work zone traffic control, grading, structures, surfacing, drainage and erosion control work.

SECTION 6. PERMIT TO OCCUPY STATE'S RIGHT-OF-WAY

Municipality will submit to State an application for a permit to perform work on State's right-of-way and to occupy State's right-of-way including final plans for the Trail to State for review through State's right-of-way permit process prior to work occurring on State's right of way. Municipality will conduct no construction work on State's right-of-way prior to State issuing a permit to Work on and Occupy State's right-of-way. In the event provisions of this Agreement conflict with provisions of State's permit to occupy the State's right-of-way, the provisions of this Agreement shall govern. Terms of the permit(s) that are not affected by the terms of this Agreement will remain in full force and effect.

SECTION 7. CONTRACT LETTING AND CONTRACTOR INSURANCE

The Municipality will use a competitive bidding process to let to contract the work contemplated under this Agreement. Municipality shall require a performance and payment bond of its contractor in the amount of the bid and in the form set out on Exhibit "C" attached and hereby incorporated in this Agreement. The construction contract will be between Municipality and its selected construction contractor. State requires that Municipality contractor obtain and maintain in force for the life of Municipality contract insurance coverage meeting the requirements of Exhibit "D" attached and hereby incorporated in this Agreement. Contract bids from contractors who do not provide evidence of meeting the requirements of Exhibit "D" shall not be considered.

SECTION 8. CONSTRUCTION

Municipality will complete all aspects of Trail construction at its sole cost. State has a right but not a duty to inspect the completed work or phases of the work located on State right-of-way. Any State inspection shall be conducted at State's cost. A decision on the part of State to inspect or not to inspect Municipality's work during the course of construction does not relieve Municipality of the responsibility to complete the work in accordance with the agreements of the Parties. Municipality shall blend the Trail project into State's existing highway property, as shown in the final plans. Municipality shall require its contractor to finish, restore, seed and properly finish the project so that the disturbed areas are restored consistent with the rest of the State's property.

Letting:
Call:
Contract ID:

Project No.:

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as principal,

and _____ as sureties, are held and firmly bound unto the Department of Transportation of the State of Nebraska, in the penal sum of \$ _____ dollars and for the payment of which we do hereby bind ourselves, our heirs, executors and administrators, jointly, severally, and firmly by these presents.

Date _____, A.D. 20 _____.

The condition of the obligations is such that whereas, the above bounden _____ of _____, has been awarded by the Department of Transportation of the State of Nebraska, the various groups of work, including all items contained in each specified group of work being groups numbered: _____ on Project No. _____ in _____ County(ies), Nebraska copy of which contract together with all of its terms, covenants, conditions and stipulations is incorporated herein and made a part hereof as fully and amply as if said contract were recited at length herein.

NOW THEREFORE, if said _____ as principal shall in all respects fulfill this said contract according to the terms and the tenor thereof, and shall faithfully discharge the duties and obligations therein assumed, then the above obligation is to be void and of no effect; otherwise to be and remain in full force and virtue in law.

It is expressly understood and agreed that this bond is given to secure and does secure not only the faithful performance by the principal herein named of said contract for the construction work as specified in said contract and in strict accordance with the terms of said contract and the plans, specifications and all special provisions made a part thereof; but that it is given to secure and does secure also the payment by the said bounden _____ of all overpayments made to said principal by the Department of Transportation, and of all just claims to all laborers and mechanics for labor that shall be performed, and for the payment of all material, supplies and equipment which is used or rented in performing the contract, and for the payment of all taxes, including contributions and interest due under the Nebraska Employment Security Law, on wages paid to individuals employed in the performance of the contract including those performing under subcontract which may accrue, to the State of Nebraska and the political subdivisions thereof on account of the execution and performance of this contract, and if such payments be made then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No contract shall be valid which seeks to limit the time to less than one year in which an action may be brought upon the bond covering the construction work, and this bond is made, executed and delivered with such understanding.

Signed this _____ day of _____, 20 _____.

Surety

Attorney-in-Fact (Signature)

Attorney-in-Fact (Printed Name)

Agency/Business Name

Agency/Business Address

Phone Number

Principal (Signature)

Principal (Printed Name)

Title

107.15 -- Liability Insurance

1. Prior to execution of the contract, the Contractor shall obtain insurance coverage to fully protect it from loss associated with the work, and have at a minimum the insurance described below:
 - a. General Liability:
 - (1) Limits of at least:
 - (i) \$ 1,000,000 per Occurrence
 - (ii) \$ 2,000,000 General Aggregate
 - (iii) \$ 2,000,000 Completed Operations Aggregate
 - (iv) \$ 1,000,000 Personal and Advertising Injury
 - (2) Contractor shall be responsible for the payment of any deductibles.
 - (3) Coverage shall be provided by a standard form Commercial General Liability Policy (CG0001 or equivalent) covering bodily injury, property damage including loss of use, and personal injury.
 - (4) The General Aggregate shall apply on a Per Project Basis.
 - (5) The State of Nebraska, Department of Transportation, shall be named as an Additional Insured on a primary and non-contributory basis including completed operations for three (3) years after final acceptance and payment.
 - (6) Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Transportation. Waiver of Subrogation in favor of the State of Nebraska, Department of Transportation shall be added to the policy.
 - (7) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
 - (8) If work is being performed near a railroad track, the 50' railroad right-of-way exclusion must be deleted.
 - (9) Products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of three years after final acceptance and payment.
 - (10) Coverage shall be included for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below surface of ground (XCU coverage).
 - (11) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from

EXHIBIT "D"
Sheet 1 of 5

products and completed operations as per standard CG0001 Pollution Exclusion or equivalent. If the standard pollution exclusion as provided by CG0001 has been amended, coverage must be substituted with a separate Pollution Liability policy of \$1.0 million per occurrence and \$2.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Contractor.

- b. Automobile Liability:
- (1) Limits of at least:
 - (i) \$ 1,000,000 CSL per Accident
 - (2) Coverage shall apply to all Owned, Hired, and Non Owned Autos.
 - (3) If work is being performed near a railroad track, the 50-foot railroad right-of-way exclusion must be deleted.
 - (4) Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Transportation. Waiver of Subrogation in favor of the State of Nebraska, Department of Transportation, shall be added to the policy.
 - (5) Automobile liability coverage shall be obtained from an insurance carrier who is licensed in Nebraska and any other State in which the project is located.
- c. Workers' Compensation:
- (1) Limit: Statutory coverage for Nebraska and for any other State in which the project is located.
 - (2) Employer's Liability limits:
 - (i) \$500,000 Each Accident
 - (ii) \$500,000 Disease – Per Person
 - (iii) \$500,000 Disease – Policy Limit
 - (3) Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Transportation. Waiver of Subrogation in favor of the State of Nebraska, Department of Transportation shall be added to the policy.
 - (4) Workers' compensation coverage shall be obtained from an insurance carrier who is licensed in Nebraska and any other State in which the project is located.
 - (5) Where applicable, the Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy.

EXHIBIT "D"
Sheet 2 of 5

- d. Umbrella/Excess:
- (1) Limits of at least:
 - (i) \$1,000,000 per Occurrence
 - (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Automobile Liability.
 - (3) The State of Nebraska, Department of Transportation, shall be an "Additional Insured."
 - (4) Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Transportation. Waiver of subrogation in favor of the State of Nebraska, Department of Transportation shall be provided.
- e. Pollution Liability:
- (1) When "hazardous wastes" or contaminated or polluted materials must be handled and/or moved, the Contractor shall obtain Pollution Liability Coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - (2) If, during the course of construction, hazardous wastes, contaminated or polluted material are discovered on the project, the Contractor shall immediately cease any operation that may disturb these materials, and shall immediately notify the Engineer of all facts related to the discovery of these materials.
 - (3) Unforeseen work related to the discovery of hazardous, contaminated or polluted materials on the project, and the extra cost, if any, of pollution liability coverage will be handled as "extra work."
- f. Additional Requirements:
- (1) The Contractor shall provide and carry any additional insurance required by the Special Provisions.
 - (2) Except as otherwise provided herein, all insurance shall be kept in full force and effect until after the State releases the Contractor from all obligations under the contract.
 - (3)
 - (i) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subcontractor or subcontractors (at any tier) to cover all operations.
 - (ii) Approved trucking subcontractors (at any tier) who are being utilized only for the purpose of hauling materials shall be exempt from the requirements of Paragraphs 1.a., 1.d. and 1.e. of Subsection 107.15.

EXHIBIT "D"
Sheet 3 of 5

- (iii) (a) When a Contractor or subcontractor chooses to employ a trucker by carrying the driver on his or her payroll and entering into a lease agreement for the truck, the owner-operator of the truck shall be required to comply with the Automobile Liability provisions of Paragraph 1.b. of Subsection 107.15
 - (b) Furthermore, it shall be the duty of the Prime Contractor to ensure that the owner-operator of the truck has such insurance in effect. The Prime Contractor shall maintain evidence that any truckers so utilized (at any tier) are insured to the minimum limits specified and be able to furnish documentation of the same on demand.
 - (c) Failure to ensure that insurance coverage exists and failure to maintain evidence thereof shall be considered a breach of the contract.
- (4) Any insurance policy shall be written by an insurance company with a Best's Insurance Guide Rating of A – VII or better.
- (5) Prior to execution of the contract, Contractor shall provide the State of Nebraska, Department of Transportation evidence of such insurance coverage in effect in the form of an ACORD® (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance shall show the Nebraska Department of Transportation as the certificate holders.
- (6) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- (7) The limits of coverage set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors/tier subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Contractor, subcontractor, or tier subcontractors of any responsibility or liability under the contract.
- (8) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

EXHIBIT "D"
Sheet 4 of 5

- (9) For so long as insurance coverage is required under this agreement, the Contractor shall have a duty to notify the State of Nebraska Department of Transportation (State) when the Contractor knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be cancelled or terminated. The Contractor must forward any pertinent notice of cancellation or termination to the State by mail (return receipt requested), hand-delivery, email, or facsimile transmission within 2 business days of receipt by Contractor of any such notice by an insurance carrier. Notice shall be sent to the State at the following address:

Nebraska Department of Transportation
Construction Division -- Insurance Section
1500 Highway 2, P.O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854
NDOT.ConstructionInsurance@nebraska.gov

EXHIBIT "D"
Sheet 5 of 5

SECTION 9. PROFESSIONAL SERVICES

The professional **design** services for work to be constructed on State's right-of-way under this Agreement shall be completed by, or under the direct supervision of, a Professional Civil Engineer licensed to practice in State of Nebraska ("Consultant"). Review by State of the plans and specifications and the issuing of a permit to construct the Trail does not constitute a waiver of liability. In the event the professional **construction engineering** services for work to be constructed on State's right-of-way under this Agreement are not completed by State on behalf of Municipality, Municipality shall ensure such services will be completed by, or under the direct supervision of, a Professional Civil Engineer licensed to practice in State of Nebraska. Review by State of the construction of the Trail does not constitute a waiver of liability.

SECTION 10. PROFESSIONAL PERFORMANCE

State will rely on the professional performance and ability of Municipality. Examination by State, or any acceptance or use of the work product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product which would relieve Municipality from any liability or expense that would be connected with Municipality's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Municipality pursuant to this Agreement. That further, acceptance or approval of any of the work by State will not constitute a waiver of any rights of State to recover from Municipality, damages that are caused by the Municipality due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Municipality the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, Municipality shall make such revisions without expense to State. The Municipality's legal liability for all damages incurred by State caused by error, omission, or negligent acts of the Municipality will be borne by Municipality without liability or expense to State.

SECTION 11. FUTURE HIGHWAY CONSTRUCTION INCLUDING NEPA

The Parties understand that portions of the Trail will be located on State's highway right-of-way and that the highways are subject to future roadway work which may adversely impact Trail. This Agreement is entered into expressly subject to any future highway operation, maintenance, resurfacing, rehabilitation, or reconstruction deemed necessary by State. The following is State's present plan for highway work in the affected area.

11.1 The Parties further agree that all Trail work necessary to facilitate the operation, maintenance, resurfacing, rehabilitation, or reconstruction of State's highway will be accomplished at Municipality's sole expense. Municipality is hereby notified that, in order to satisfy the requirements of the National Environmental Policy Act (NEPA), State has been required to perpetuate or provide alternate routes when trails located on the right-of-way are impacted by a federal aid highway project. Municipality agrees that any work required to satisfy the requirements of NEPA related to Trail on State's right-of-way will be accomplished at the sole financial responsibility of Municipality.

SECTION 12. INDEMNIFICATION AND MUNICIPALITY INSURANCE

12.1 INDEMNIFICATION

- 12.1.1 Municipality shall indemnify and hold harmless, to the fullest extent allowed by law, State, its agents, employees and representatives, from all claims, demands, suits, actions, payments, liability, judgments and expenses (including attorney's fees) arising out of or by reason of the work of Municipality under this Agreement.
- 12.1.2 State shall not be liable in any manner to any person or entity for any claim, demand, suit, action, payments, liability, judgments and expenses (including attorney's fees) arising out of or by reason of the work of Municipality under this Agreement, or the design, planning, performance, or completion of the work that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of property, including the loss of use resulting therefrom, that is caused in whole or in part, either directly or indirectly, by Municipality or any Municipality agents or representatives.
- 12.1.3 Municipality further agrees to defend at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising out of or as a result of work performed by Municipality or its agent, or anyone contracting with Municipality for such hereunder. State shall not

be liable in any manner to any person or entity for any claim, demand, suit, action, payments, liability, judgments and expenses (including attorney's fees) arising out of use of Trail or the security of persons using the Trail and highway undercrossing that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of property, including the loss of use resulting there from, that is caused in whole or in part, either directly or indirectly, by Municipality or any of Municipality agents or representatives.

12.2 MUNICIPALITY INSURANCE For the duration of this Agreement, Municipality shall either be self-insured or carry at least the insurance required on Exhibit "E", attached and incorporated herein by this reference. Municipality's insurance must specifically provide coverage for the Trail and the area of State property occupied by the Trail.

SECTION 13. TRAIL OWNERSHIP AND OPERATION RESPONSIBILITIES

13.1 Municipality shall be the owner of the part of the Trail that is located on State's property. State grants to Municipality, upon the issuance of a State permit, the right to construct, occupy, operate, inspect, repair, reconstruct (when necessary) and maintain its Trail on State's property. Municipality agrees, at no cost to the State, to be solely responsible for the operation (including security of Trail users), inspection, maintenance, repair, restoration, or when necessary, reconstruction of the Trail to its as-constructed condition.

13.2 Municipality is also responsible for damage to Trail caused by vehicle crashes, vandalism, or other acts or omissions. Municipality further agrees that State has no duty to inspect, report, or remedy observed conditions (even if State has notice of said condition) on the Trail. Municipality shall be responsible for collecting any and all damages from the person(s) or entities that caused damage to the Trail. Permission to use State's right-of-way to perform maintenance of the Trail is covered under the permit issued by State including periodic maintenance access to the site from State's highway. Additional modification to the State's property must be reviewed by State and permission of State granted in writing, ordinarily in the form of a right-of-way permit.

SECTION 14. PROTECTION OF UTILITIES

Municipality will protect or cause to be protected the utilities within the highway right-of-way, and repair or replace such when damaged during the performance of work of Municipality under this Agreement.

SECTION 15. NOTICE TO STATE

The Municipality will notify the Office of State’s Highway District Engineer at the specific milestones in the construction as detailed below.

- 15.1 Forty-eight hours prior to commencing construction for the purpose of coordinating the work and establishing contact information.
- 15.2 Immediately following the installation of the traffic control devices and prior to commencing construction activities.
- 15.3 Upon completion of the construction.

SECTION 16. ADDITIONAL MUNICIPALITY DUTIES

The Municipality further agrees:

- 16.1 To complete the construction of the Trail according to the plans and specifications reviewed by State.
- 16.2 To present for review by State any changes to the reviewed construction plans prior to initiating the change.
- 16.3 To install prior to construction and maintain during construction traffic control devices in accordance with the traffic control plans reviewed by State. To present for the review of State changes in the reviewed traffic control plans prior to accomplishing the change.
- 16.4 To notify in writing State’s Highway District Engineer or his designee of the completion of the construction. This notice of completion shall be accompanied by a certification stamped and sealed by the Professional Engineer supervising the construction that the work was accomplished in accordance with the reviewed plans and specifications.
- 16.5 That State retains the authority to make future changes to State’s highway including changes to Municipality’s Trail as necessary to address the needs of the highway system or public safety. In the event State, as a part of its duties to maintain and operate State’s highway, must change the Trail, Municipality shall be solely responsible for the design, modification or reconstruction of Municipality’s Trail, or the cost thereof, to

accommodate State's highway changes and for temporary construction to allow the State's work to progress. The Municipality will be responsible for any damages to State resulting from the delay in completing a highway improvement, including but not limited to:

- (i) further deterioration of the roadway or its appurtenances, and
- (ii) inflation in the cost of a highway improvement, and
- (iii) liability for crashes arising out of the delayed completion of the highway improvement.

In the event State determines that required construction, reconstruction, modification or maintenance of the roadways cannot wait for Municipality to relocate Trail, Municipality will be responsible for any and all damages associated with State accomplishing the contemplated construction, reconstruction, modification or maintenance of State's highway. The Municipality will hold the State harmless for damages due to the delay in letting or constructing a project in this location of the highway system due to the coordination for the Trail.

- 16.6 To be solely responsible for any claims, damages, or lawsuits related to the operation of the Trail constructed as a part of Municipality's project.
- 16.7 Municipality shall be responsible for the part of the Trail crossing at grade, over and along the Highway as if Municipality owned the land on which Trail is located.

SECTION 17. ADDITIONAL STATE DUTIES

State agrees:

- 17.1 To retain responsibility for the future design, construction, reconstruction, maintenance and operation of the State's highway.
- 17.2 To review the plans and permit application and, if appropriate, to issue a permit to construct, operate, repair, maintain, reconstruct and, if necessary, remove the Trail along State's highway.
- 17.3 To respond in a timely manner to requests for review of plan changes and reviews of the work.
- 17.4 To notify Municipality one year in advance of construction of a project that may require reconstruction of a part or whole of Trail.

SECTION 18. TERMINATION OF AGREEMENT

This Agreement may be terminated upon the occurrence of any of the following events, each an "Event of Default":

- 18.1 Municipality abandons Trail. For the purpose of this Agreement, "Abandon" shall be considered to occur in the event of any of the following:
 - 18.1.1 Municipality notifies State that it is abandoning Trail.
 - 18.1.2 Municipality fails to maintain in effect the insurance required by this Agreement and fails to cure by acquiring or reactivating the required insurance within fourteen (14) calendar days after receipt of notice to cure in writing from State.
 - 18.1.3 Municipality fails to design and construct Trail within three (3) years of the execution of this Agreement and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
 - 18.1.4 Municipality fails to maintain, operate, repair, or restore Trail and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
 - 18.1.5 Municipality fails to, if necessary, reconstruct Trail within three (3) years following the removal of the Trail or a portion thereof for highway activities and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said

ninety (90) day notice period and diligently pursues cure to full compliance.

- 18.1.6 Other than specifically provided in this section, Municipality fails to cure to the reasonable satisfaction of State, any non-performance or non-compliance with any of the terms, provisions, covenants or conditions contained in this Agreement within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- 18.1.7 Municipality fails to make adjustments to Trail as necessary to provide for State's design, operation, maintenance, repair, resurfacing, restoration, rehabilitation, or reconstruction of State's highway and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- 18.2 Municipality's Trail adversely affects State's ability to design, construct, maintain, repair, resurface, rehabilitate, restore or reconstruct State's highway including all right-of-way and appurtenances thereto.
- 18.3 Municipality fails to construct Trail in accordance with the approved plans and State's permit.
- 18.4 Municipality fails to follow the contracting provisions required by this Agreement.
- 18.5 State or Federal law, rule or regulation effects a change in the statutory environment which renders this Agreement or parts thereof void.
- 18.6 State or Federal law, rule or regulation effects a change in the statutory environment which creates duties or responsibilities as a result of this Agreement that are considered, in State's sole discretion, too onerous for State.

Upon the occurrence of an Event of Default, as stated above, State may terminate the Agreement by delivering to Municipality a written notice of termination ("State Notice of

Termination") specifying the effective date of termination, which may be immediate. Upon receipt of the State Notice of Termination, Municipality will within 180 days perform the duties and responsibilities under SECTION 21, RESTORATION OF STATE'S RIGHT-OF-WAY, of this Agreement and peaceably surrender the premises to State.

In the event Municipality does not so surrender the premises, State may enter upon the same by due process of law and expel Municipality and repossess and enjoy the premises as though the Term had expired; provided, however, that nothing in this Agreement shall preclude Municipality from challenging whether there has occurred an Event of Default in an action or proceeding that may be brought in any court of competent jurisdiction, in which event, Municipality shall have the right to continue to occupy and use the premises until any such action or proceeding has become final and not subject to an appeal. The immediately preceding proviso shall not apply, and State will be entitled to the possession of the premises when the reconstruction of State's highway requires that the premises be vacated for such construction, at the sole discretion of State.

Notwithstanding any provision in this Agreement to the contrary, Municipality may terminate this Agreement at any time during the Term upon not less than sixty (60) days written notice to State specifying the effective date of termination and Municipality will within 180 days perform the duties and responsibilities under SECTION 21, RESTORATION OF STATE'S RIGHT-OF-WAY, of this Agreement and then peaceably surrender the premises to State.

SECTION 19. COMPLIANCE WITH LAW

The cost of complying with applicable future laws, rules, regulations or policies of the federal or state government or its representatives not in force at the time of this Agreement or not disclosed or addressed in this Agreement shall be the responsibility of the Municipality and such compliance shall be accomplished at no cost to the State.

SECTION 20. NOT A JOINT VENTURE

The parties acknowledge and agree that this Agreement does not create, nor is it intended to create, an agency relationship, a partnership or joint venture, or any other form of entity or relationship between the Parties where one party may be legally responsible for the other party's actions.

SECTION 21. RESTORATION OF STATE’S RIGHT-OF-WAY

Municipality shall remove Trail and restore State’s right-of-way to its pre-existing condition (1) at the end of the term of the Agreement, (2) in the event the Trail is abandoned by Municipality or, (3) State or Municipality terminates this Agreement. In the event Municipality fails to accomplish the work under this Section in the time frame stipulated, State may complete the work at Municipality’s sole expense. Municipality shall reimburse State for all costs associated with the performance of this work.

SECTION 22. NOT A WAIVER OF IMMUNITY.

The Parties intend that, to the maximum extent permitted by law, this Agreement shall not be interpreted as a waiver of the defense of governmental immunity, including those exceptions listed in the Political Subdivisions Tort Claims Act (Neb. Rev. Stat. § 13-910) or the State Tort Claims Act (Neb. Rev. Stat. § 81-8,219).

SECTION 23. FAIR EMPLOYMENT PRACTICES ACT

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

SECTION 24. SEVERABILITY

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

SECTION 25. COMPLETENESS

This Agreement and any supplements hereto constitute the complete and exclusive statement of the arrangement between the Parties, and supersede all proposals, oral or written, and all other communications between the Parties relating to the subject matter hereof. This Agreement may be supplemented from time to time in writing by the mutual consent of the Parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Municipality this _____ day of _____, 2026.

WITNESS: CITY OF ALBION

City Clerk

Mayor

EXECUTED by State this _____ day of _____, 2026.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Brandie Neemann, P.E.

Roadway Design Engineer

RECOMMENDED:
Kevin G. Domogalla, P.E.

District 3 Engineer Date

Letting:
Call:
Contract ID:

Project No.:

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as principal,

and _____ as sureties, are held and firmly bound unto the Department of Transportation of the State of Nebraska, in the penal sum of \$ _____ dollars and for the payment of which we do hereby bind ourselves, our heirs, executors and administrators, jointly, severally, and firmly by these presents.

Date _____, A.D. 20 _____

The condition of the obligations is such that whereas, the above bounden _____ of _____, has been awarded by the Department of Transportation of the State of Nebraska, the various groups of work, including all items contained in each specified group of work being groups numbered: _____ on Project No. _____ in _____ County(ies), Nebraska copy of which contract together with all of its terms, covenants, conditions and stipulations is incorporated herein and made a part hereof as fully and amply as if said contract were recited at length herein.

NOW THEREFORE, if said _____ as principal shall in all respects fulfill this said contract according to the terms and the tenor thereof, and shall faithfully discharge the duties and obligations therein assumed, then the above obligation is to be void and of no effect; otherwise to be and remain in full force and virtue in law.

It is expressly understood and agreed that this bond is given to secure and does secure not only the faithful performance by the principal herein named of said contract for the construction work as specified in said contract and in strict accordance with the terms of said contract and the plans, specifications and all special provisions made a part thereof; but that it is given to secure and does secure also the payment by the said bounden _____ of all overpayments made to said principal by the Department of Transportation, and of all just claims to all laborers and mechanics for labor that shall be performed, and for the payment of all material, supplies and equipment which is used or rented in performing the contract, and for the payment of all taxes, including contributions and interest due under the Nebraska Employment Security Law, on wages paid to individuals employed in the performance of the contract including those performing under subcontract which may accrue, to the State of Nebraska and the political subdivisions thereof on account of the execution and performance of this contract, and if such payments be made then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No contract shall be valid which seeks to limit the time to less than one year in which an action may be brought upon the bond covering the construction work, and this bond is made, executed and delivered with such understanding.

Signed this _____ day of _____, 20 _____

	<i>Surety</i>

	<i>Attorney-in-Fact (Signature)</i>
_____	_____
<i>Principal (Signature)</i>	<i>Attorney-in-Fact (Printed Name)</i>
_____	_____
<i>Principal (Printed Name)</i>	<i>Agency/Business Name</i>
_____	_____
<i>Title</i>	<i>Agency/Business Address</i>

	<i>Phone Number</i>

107.15 -- Liability Insurance

1. Prior to execution of the contract, the Contractor shall obtain insurance coverage to fully protect it from loss associated with the work, and have at a minimum the insurance described below:
 - a. General Liability:
 - (1) Limits of at least:
 - (i) \$ 1,000,000 per Occurrence
 - (ii) \$ 2,000,000 General Aggregate
 - (iii) \$ 2,000,000 Completed Operations Aggregate
 - (iv) \$ 1,000,000 Personal and Advertising Injury
 - (2) Contractor shall be responsible for the payment of any deductibles.
 - (3) Coverage shall be provided by a standard form Commercial General Liability Policy (CG0001 or equivalent) covering bodily injury, property damage including loss of use, and personal injury.
 - (4) The General Aggregate shall apply on a Per Project Basis.
 - (5) The State of Nebraska, Department of Transportation, shall be named as an Additional Insured on a primary and non-contributory basis including completed operations for three (3) years after final acceptance and payment.
 - (6) Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Transportation. Waiver of Subrogation in favor of the State of Nebraska, Department of Transportation shall be added to the policy.
 - (7) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
 - (8) If work is being performed near a railroad track, the 50' railroad right-of-way exclusion must be deleted.
 - (9) Products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of three years after final acceptance and payment.
 - (10) Coverage shall be included for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below surface of ground (XCU coverage).
 - (11) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from

EXHIBIT "D"
Sheet 1 of 5

products and completed operations as per standard CG0001 Pollution Exclusion or equivalent. If the standard pollution exclusion as provided by CG0001 has been amended, coverage must be substituted with a separate Pollution Liability policy of \$1.0 million per occurrence and \$2.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Contractor.

b. Automobile Liability:

- (1) Limits of at least:
 - (i) \$ 1,000,000 CSL per Accident
- (2) Coverage shall apply to all Owned, Hired, and Non Owned Autos.
- (3) If work is being performed near a railroad track, the 50-foot railroad right-of-way exclusion must be deleted.
- (4) Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Transportation. Waiver of Subrogation in favor of the State of Nebraska, Department of Transportation, shall be added to the policy.
- (5) Automobile liability coverage shall be obtained from an insurance carrier who is licensed in Nebraska and any other State in which the project is located.

c. Workers' Compensation:

- (1) Limit: Statutory coverage for Nebraska and for any other State in which the project is located.
- (2) Employer's Liability limits:
 - (i) \$500,000 Each Accident
 - (ii) \$500,000 Disease – Per Person
 - (iii) \$500,000 Disease – Policy Limit
- (3) Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Transportation. Waiver of Subrogation in favor of the State of Nebraska, Department of Transportation shall be added to the policy.
- (4) Workers' compensation coverage shall be obtained from an insurance carrier who is licensed in Nebraska and any other State in which the project is located.
- (5) Where applicable, the Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy.

EXHIBIT "D"
Sheet 2 of 5

- d. Umbrella/Excess:
- (1) Limits of at least:
 - (i) \$1,000,000 per Occurrence
 - (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Automobile Liability.
 - (3) The State of Nebraska, Department of Transportation, shall be an "Additional Insured."
 - (4) Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Transportation. Waiver of subrogation in favor of the State of Nebraska, Department of Transportation shall be provided.
- e. Pollution Liability:
- (1) When "hazardous wastes" or contaminated or polluted materials must be handled and/or moved, the Contractor shall obtain Pollution Liability Coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - (2) If, during the course of construction, hazardous wastes, contaminated or polluted material are discovered on the project, the Contractor shall immediately cease any operation that may disturb these materials, and shall immediately notify the Engineer of all facts related to the discovery of these materials.
 - (3) Unforeseen work related to the discovery of hazardous, contaminated or polluted materials on the project, and the extra cost, if any, of pollution liability coverage will be handled as "extra work."
- f. Additional Requirements:
- (1) The Contractor shall provide and carry any additional insurance required by the Special Provisions.
 - (2) Except as otherwise provided herein, all insurance shall be kept in full force and effect until after the State releases the Contractor from all obligations under the contract.
 - (3)
 - (i) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subcontractor or subcontractors (at any tier) to cover all operations.
 - (ii) Approved trucking subcontractors (at any tier) who are being utilized only for the purpose of hauling materials shall be exempt from the requirements of Paragraphs 1.a., 1.d. and 1.e. of Subsection 107.15.

EXHIBIT "D"
Sheet 3 of 5

- (iii) (a) When a Contractor or subcontractor chooses to employ a trucker by carrying the driver on his or her payroll and entering into a lease agreement for the truck, the owner-operator of the truck shall be required to comply with the Automobile Liability provisions of Paragraph 1.b. of Subsection 107.15
 - (b) Furthermore, it shall be the duty of the Prime Contractor to ensure that the owner-operator of the truck has such insurance in effect. The Prime Contractor shall maintain evidence that any truckers so utilized (at any tier) are insured to the minimum limits specified and be able to furnish documentation of the same on demand.
 - (c) Failure to ensure that insurance coverage exists and failure to maintain evidence thereof shall be considered a breach of the contract.
- (4) Any insurance policy shall be written by an insurance company with a Best's Insurance Guide Rating of A – VII or better.
- (5) Prior to execution of the contract, Contractor shall provide the State of Nebraska, Department of Transportation evidence of such insurance coverage in effect in the form of an ACORD® (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance shall show the Nebraska Department of Transportation as the certificate holders.
- (6) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- (7) The limits of coverage set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors/tier subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Contractor, subcontractor, or tier subcontractors of any responsibility or liability under the contract.
- (8) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

EXHIBIT "D"
Sheet 4 of 5

- (9) For so long as insurance coverage is required under this agreement, the Contractor shall have a duty to notify the State of Nebraska Department of Transportation (State) when the Contractor knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be cancelled or terminated. The Contractor must forward any pertinent notice of cancellation or termination to the State by mail (return receipt requested), hand-delivery, email, or facsimile transmission within 2 business days of receipt by Contractor of any such notice by an insurance carrier. Notice shall be sent to the State at the following address:

Nebraska Department of Transportation
Construction Division -- Insurance Section
1500 Highway 2, P.O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854
NDOT.ConstructionInsurance@nebraska.gov

EXHIBIT "D"
Sheet 5 of 5

INSURANCE REQUIREMENTS FOR TRAILS ON STATE PROPERTY

Trail Owner agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to Trail Owner's duties under this Agreement to construct, operate, maintain, inspect, repair and reconstruct a trail on State highway right-of-way,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Trail Owner from loss associated with the Trail Owner's duties. Also, Trail Owner shall have at a minimum the insurance described below:

General Liability –

Limits of at least:

\$ 2,000,000 Per Occurrence

\$ 4,000,000 General Aggregate

\$ 2,000,000 Completed Operations Aggregate (if applicable)

\$ 1,000,000 Personal/Advertising Injury

- Trail Owner shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply only to the subject trail.
- The State of Nebraska, Department of Roads, shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Trail Owner agrees to waive its rights of recovery against the State. Waiver of Subrogation in favor of the State shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If any part of Trail is located near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for Trail Owner to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be

further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Trail Owner.

Automobile Liability –

Limits of at least: \$ 1,000,000 CSL Per Accident

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

Workers' Compensation –

Limits: Statutory coverage for the State where the project is

located. Employer's Liability limits: \$500,000 Each Accident

\$500,000 Disease – Per Person

\$500,000 Disease – Policy Limit

- Trail Owner agrees to waive its rights of recovery against the State. Waiver of Subrogation in favor of the State of Nebraska, Department of Transportation shall be added to, or included in, the policy

Umbrella/Excess –

- Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate
- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.

- The State of Nebraska, Department of Roads, shall be an "Additional Insured".
- Trail Owner agrees to waive its rights of recovery against the State. Waiver of subrogation in favor of the State of Nebraska, Department of Transportation shall be provided.

Additional Requirements –

- Any insurance policy shall be written by a reputable insurance company acceptable to the State or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the State in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s), to be issued at least annually.
- For so long as insurance coverage is required under this agreement, the Trail Owner shall have a duty to notify the State when the Trail Owner knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Trail Owner must forward any pertinent notice of cancelation or termination to the State, at the address listed below by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Trail Owner of any such notice from an insurance carrier. Notice shall be sent to:

Nebraska Department of Transportation
Construction Division – Insurance Section
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the Trail Owner or any of its subcontractors/tier subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Trail Owner or its subcontractors, or tier subcontractors of any responsibility or liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification applicable to this work or contract, the greater limit or coverage requirement shall prevail.



AGENDA MEMO

MEETING NAME: Albion City Council

DATE: May 12, 2026

ITEM NAME: **INTRODUCE AND CONSIDER FOR APPROVAL RESOLUTION 105 (26) A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF NEBRASKA FOR AGREEMENT NO. ZL2603, PROJECT NAME: RECTANGULAR FLASHING BEACON INSTALLATION INTERSECTION OF N-91 AND 10TH STREET**

PRESENTER(S):

BACKGROUND INFORMATION:

This resolution approves agreement with NDOT for installation of a crossing beacon at N-91 and 10th Street

DISCUSSION:

MOTION: To introduce and approve Resolution 105 (26)

BY:

2ND:

ROLL CALL: Dailey _____ Tisthammer _____ Johnson _____ Porter _____

SUMMARY OF DECISION:

RESOLUTION 105 (26)

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF NEBRASKA FOR AGREEMENT NO. ZL2603, PROJECT NAME: RECTANGULAR FLASHING BEACON INSTALLATION INTERSECTION OF N-91 AND 10TH STREET

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ALBION, NEBRASKA, THAT:

1. The City of Albion, Nebraska shall enter into an Agency Agreement with the Nebraska Department of Transportation for Agreement NO. ZL2603 for the purpose of installing a Rectangular Rapid Flashing Beacon system on N-91 at the intersection of 10th Street (RP 125.19).
2. The Mayor of the City Council is hereby authorized and directed to execute said agreement on behalf of the City of Albion, Nebraska.
3. This resolution will be marked Exhibit "B" and a copy attached to the Original Agreement.

Introduced by: _____;

Second by: _____;

VOTE: YEAS: _____

NAYS: _____; **ABSENT:** _____.

Passed and approved this 12th day of May, 2026.

CITY OF ALBION, NEBRASKA

{SEAL}

BY: _____
Mayor, James Jarecki

ATTEST:

City Clerk, Andrew L. Devine

MUNICIPALITY MAINTENANCE AGREEMENT

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF ALBION
RECTANGULAR RAPID FLASHING BEACON INSTALLATION
INTERSECTION OF N-91 AND 10TH STREET

THIS AGREEMENT is between the City of Albion, a municipal corporation of the State of Nebraska (“Municipality”), and the State of Nebraska, Department of Transportation (“State”), collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, Municipality has proposed to install a Rectangular Rapid Flashing Beacon (RRFB) system on N-91 at the intersection of 10th Street (RP 125.19), shown on Exhibit “A”, attached and incorporated herein by this reference; and

WHEREAS, State is provided with total jurisdiction in matters involving the installation, operation, and maintenance of traffic control devices on State Highway extensions through such corporate areas as provided by Neb. Rev. Stat. § 60-6, 120; and

WHEREAS, State agrees to allow Municipality to install, operate, and maintain the RRFB system on N-91 based on the conditions set out in this Agreement; and

WHEREAS, the City Council has authorized the Mayor to execute this Agreement, as evidenced by the Resolution of City Council dated the ____ day of _____, 2026, attached as Exhibit “B”, and incorporated herein by this reference.

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

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 **Effective Date** – This Agreement will be effective immediately on the date it is fully executed by the Parties.
- 1.2 **Renewal, Extension, or Amendment** – This Agreement may be renewed, extended, or amended by mutual agreement or as otherwise provided herein.
- 1.3 **Identifying Date** – For convenience, the identifying date of this Agreement will be the date State signed the Agreement.
- 1.4 **Duration** – The Agreement is completed when State provides written acceptance of the Project. After completion of the Project, this Agreement will remain in full force and

effect regarding State's and Municipality's future responsibilities described herein, such as maintenance cost for the continued operation of the RRFB system.

- 1.5 Termination** – State reserves the right to terminate this Agreement as provided herein.

SECTION 2. DESCRIPTION OF THE PROJECT

- 2.1** Municipality has proposed to install an RRFB system on N-91 at the intersection of 10th Street (RP 125.19).

SECTION 3. STATE'S RESPONSIBILITIES

State agrees:

- 3.1** To provide an Approved Products List of RRFB systems that conform to the State standards and specifications, as shown Exhibit "C", attached and incorporated herein by this reference.
- 3.2** To set the RRFB operation flashing rate and sequence as defined by the Federal Highway Administration in Chapter 4L of the Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition. State agrees to determine the duration of the RRFB operation following each actuation based on the procedures provided in Section 4I.06 of the MUTCD 11th Edition for the timing of pedestrian clearance times for pedestrian signals.

SECTION 4. MUNICIPALITY'S RESPONSIBILITIES

Municipality agrees:

- 4.1** To provide all necessary signs associated with the proposed installation at no cost to State.
- 4.2** To furnish and install, or cause to be furnished and installed, all materials and miscellaneous items required to complete the subject RRFB system installation at no cost to State.
- 4.3** To maintain the crosswalk markings in good condition at no cost to State.
- 4.4** To operate, maintain, and keep in good repair the entire RRFB system. All repair or replacement parts used in the maintenance of the RRFB system shall comply with State specifications and standards.
- 4.5** To remove the RRFB system if conditions change and it is no longer considered warranted by the State. If removed, the ownership of the RRFB system shall be retained by Municipality.

SECTION 5. TERMINATION

- 5.1** State has the sole discretion to suspend the work in part or in whole or to terminate this Agreement; such action on its part will in no event be deemed a breach of this Agreement by State. State will provide written notification to Municipality of such suspension or termination.

SECTION 6. SEVERABILITY

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

SECTION 7. COMPLETENESS

- 7.1** This Agreement, and any supplements hereto, constitutes the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Municipality this ____ day of _____, 2026.

WITNESS:

CITY OF ALBION

City Clerk

Mayor

EXECUTED by State this ____ day of _____, 2026.

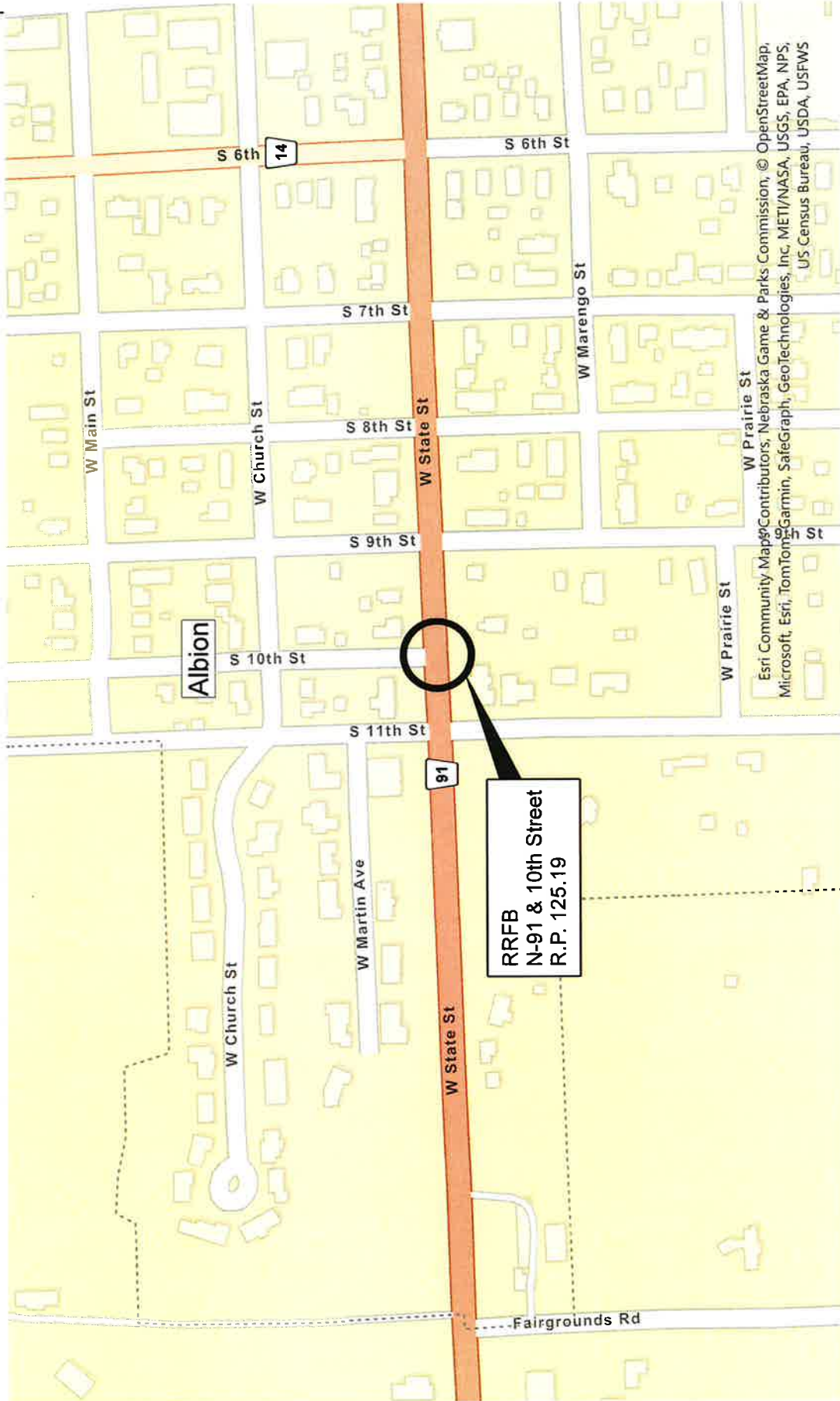
STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Matthew A Neemann, P.E.

Traffic Engineer

RECOMMENDED:
Kevin Domogalla, P.E.

District 3 Engineer Date

**ALBION
BOONE COUNTY
NEBRASKA**



RRFB
N-91 & 10th Street
R.P. 125.19

EXHIBIT A

Rectangular Rapid Flashing Beacon (RRFB)

Updated 1/9/2026

PRODUCT	MANUFACTURER
R920 Series RRFB SC315 Series RRFB	Carmanah Technologies Corp.
ECO-RRFB	K&K System, Inc.
RRFB AB-9200 Series RRFB AB-9400 Series	JSF Technologies
Rectangular Rapid Flashing Beacon	RTC Manufacturing, Inc.



AGENDA MEMO

MEETING NAME: Albion City Council

DATE: May 12, 2026

ITEM NAME: **CONSIDER THIRD READING AND FINAL PASSAGE OF ORDINANCE 346 (26) AN ORDINANCE RELATING TO THE ANNEXATION OF THE MARILEE 1ST ADDITION TO THE CITY OF ALBION, BOONE COUNTY, NEBRASKA.**

PRESENTER(S):

BACKGROUND INFORMATION:

Ordinance 346 (26) was introduced and the first reading was approved at the March meeting. The second reading was approved at the April meeting.

Pursuant to Albion City Code Chapter 10, Article 7:

Section 3 Subdivision; Annexation of Adjoining or Contiguous Properties.

All subdivisions or additions laid out adjoining or contiguous to the corporate limits shall be included within the same and become a part of the municipality for all purposes whatsoever, upon approval of and acceptance by the City Council.

Annexation Ordinance 346(26) is enclosed.

DISCUSSION:

MAYOR INSTRUCTS CLERK TO READ ORDINANCE 346(26) FOR THE THIRD TIME

MOTION: To approve the third reading of Ordinance 346(26) and move for final passage and adoption of Ordinance 346(26)

BY: _____ **2ND:** _____

QUESTION CALLED BY: _____

MAYOR DECLARES: Ordinance 346 (26) has been read three times at three separate meetings and the question is "Shall Ordinance 346 (26) finally pass?"

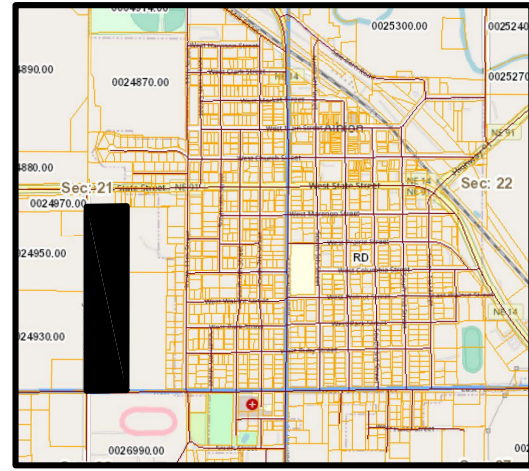
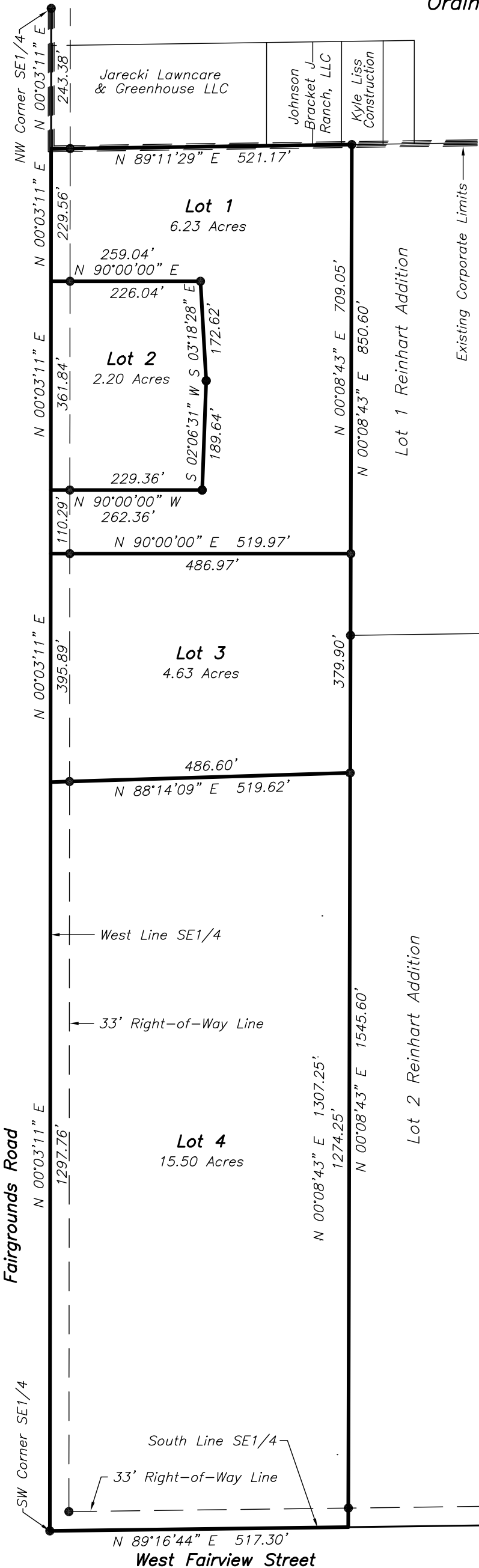
ROLL CALL: Dailey _____ Porter _____ Tisthammer _____ Johnson _____

SUMMARY OF DECISION:

Annexation Plat of Marilee 1st Addition to the City of Albion, Boone County, Nebraska.

Ordinance No, 346 (26)

Note: All Bearings are referenced
to the Boone County Projection.



Vicinity Sketch

-Legend-

● Property Corners

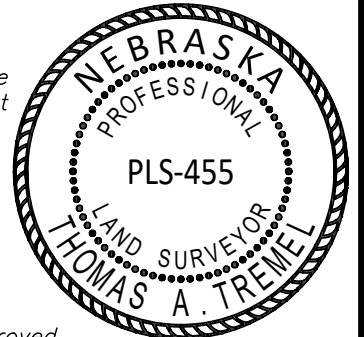
Annexation Description:

All of Lots 1 thru 4, Marilee 1st Addition to the City of Albion, Boone County, Nebraska, originally described as follows: beginning at a point 14-1/4 rods South of the Northwest corner of the SE1/4 of Section 21, Township 20 North, Range 6 West of the 6th P.M., Boone County, Nebraska, thence running East 32 rods on a line parallel with the North line of said quarter section; thence South 145-1/4 rods to a point on the South line of said quarter section 32 rods East of the Southwest corner of said quarter section; thence West along the South line of said quarter section to the Southwest corner of said quarter section, thence North along the West line of said quarter section to the place of beginning, containing 28.55 acres more or less, which includes 2.18 acres used for county road purposes.

Surveyor's Statement:

I, Thomas A. Tremel, a Professional Land Surveyor in the State of Nebraska, hereby state that this Annexation Plat survey was prepared under my direct supervision and is correct to the best of my knowledge and belief.

Thomas A. Tremel
Thomas A. Tremel, P.L.S. #455
February 19, 2026



City Council Approval: This Annexation Plat was approved and accepted by the City Council of Albion, Boone County, Nebraska,

this ____ day of _____, 2026

Attest: _____
Mayor

Attest: _____
City Clerk

ANNEXATION PLAT MARILEE 1ST ADDITION ALBION, BOONE COUNTY, NEBRASKA		
TA TREMEL		08/19/2026
DRAWN	SURVEYED	DATE

No. 1 Driftwood Drive - Columbus, NE 68601
Phone (402) 563-4589 - Fax (402) 563-3922

ORDINANCE NO. 346 (26)

AN ORDINANCE OF THE CITY OF ALBION, NEBRASKA TO EXTEND THE BOUNDARIES AND INCLUDE WITHIN THE CORPORATE LIMITS OF, AND TO ANNEX TO, THE CITY OF ALBION, NEBRASKA THE MARILEE 1ST ADDITION CONSISTING OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 20 NORTH, RANGE 6 WEST OF THE 6TH P.M., BOONE COUNTY, NEBRASKA; AND TO PROVIDE FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ALBION, NEBRASKA:

SECTION 1: It is hereby found and determined by the Mayor and City Council that:

- (a) The Marilee 1st Addition consisting of the west half of the Southeast Quarter of Section 21, Township 20 North, Range 6 West of the Sixth P.M., Boone County, Nebraska hereinafter more particularly described is urban and suburban in character of said city;
- (b) Police, fire and snow removal benefits will be immediately available thereto, and city water service will be available as provided by law;
- (c) The zoning classification of such tract of land as shown on the official zoning map of the City of Albion, Nebraska, is hereby confirmed;
- (d) There is a unity of interest in the use of such tract of land and streets with the use of lots, lands, streets, in the city, and the community convenience and welfare and the interest of the city will be enhanced through incorporating such tracts of land and streets and highways within the corporate limits of said city.

SECTION 2: That the boundaries of the City of Albion, Nebraska, be and hereby are, extended to include within the corporate limits of said city the west half of the Southeast Quarter of Section 21, Township 20 North, Range 6 West of the Sixth P.M., Boone County, Nebraska, more particularly described as:

A tract of land comprising the west half of the Southeast Quarter of Section 21, Township 20 North, Range 6 West of the Sixth P.M., Boone County, Nebraska, described as follows: Beginning at a point 14-1/4 rods South of the Northwest corner of the Southeast 1/4 of Section 21, Township 20 North, Range 6 West of the 6th P.M., Boone County, Nebraska, thence running East 32 rods on a line parallel with the North line of said quarter section; thence South 145-1/4 rods to a point on the South line of said quarter section 32 rods East of the Southwest corner of said quarter section; thence West along the South line of said quarter section to the Southwest corner of said quarter section, thence North along the West line of said quarter section to the place of beginning, containing 28.55 acres more or less, which includes 2.18 acres used for county road purposes.

Said tract of land shall hereinafter be known as the Marilee 1st Addition to the City of Albion, Boone County, Nebraska as identified and more particularly described upon the accompanying approved annexation plat.

SECTION 3: That a certified copy of this ordinance, together with a final plat of such tract of land, be filed on record in the office of the County Clerk in Boone County, Nebraska.

SECTION 4: That said tract of land is hereby annexed to the City of Albion, Boone County, Nebraska.

SECTION 5: Upon taking effect of this ordinance, the police, fire, and snow removal services of the City shall be furnished to the tract of land herein annexed, and water service will be available as provided by law.

SECTION 6: If any section, subsection, sentence, clause or phrase of this ordinance or the annexation of any tract of land, streets, or highways by this ordinance, is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the annexation of other tract of land by this ordinance, since it is the express intent of the Mayor and City Council to enact section, subsection, clause or phrase separately and to annex each tract of land separately.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8: The ordinance shall be in full force and effect on the 1ST day of JUNE , 2026 and after its passage, approval, and publication according to law.

INTRODUCED BY _____.

PASSED AND ADOPTED BY A VOTE OF _____ TO _____
ON THIS _____DAY OF _____, 2026.

PUBLISHED _____, 2026 .

Mayor

ATTEST:

Clerk



AGENDA MEMO

MEETING NAME: Albion City Council

DATE: May 12, 2026

ITEM NAME: **CONSIDER INTRODUCTION AND PASSAGE OF ORDINANCE 348 (26) AN ORDINANCE OF THE CITY OF ALBION, NEBRASKA AMENDING ALBION MUNICIPAL CODE, CHAPTER 1, ARTICLE XII – PARKS AND SWIMMING POOL; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.**

PRESENTER(S): Administrator Devine, City Attorney Wright

BACKGROUND INFORMATION:

Enclosed is a Draft Ordinance which is currently under legal review. This is not a final draft.

A couple of years ago, the Mayor and Chief of Police requested a method of developing rules for the campgrounds so that we could better improve the safety and comfort of all patrons who utilize our excellent public campgrounds. At the time Administration approached the City Attorney for a possible solution. The cut and dry solution at that time was a camp site agreement form; however, this was lengthy and cumbersome. I determined that it was too cumbersome for the Police Department and Front Office to manage so did not present it to council. Unfortunately, things stagnated there and I haven't looked into it much further until last month. I have reviewed other City Codes (primarily Norfolk's) and how they integrate campground regulations and found that they incorporate them in their Park Regulations. So I reviewed our City Code section that deals with Park Regulations and found that there were several items within it that needed to be updated anyway. I drafted a revision to this Article of our City Code, incorporating language from the Camp Site Agreement draft from a couple of years ago, and submitted to the City Attorney for review.

Some key items:

- 1) Clearly states that the campgrounds are not intended for permanent residency and are for temporary lodging.
- 2) Puts a time limit on camp site occupancy at thirty (30) days, with the opportunity for administration to approve extended stays on a case-by-case basis.
- 3) Incorporates clear rules and regulations regarding the condition of the camp site and camper property at said site.
- 4) Allows the City to revoke camping permits.

DISCUSSION:

COUNCIL MEMBER _____ INTRODUCES ORDINANCE 348 (26)

MAYOR INSTRUCTS CLERK TO READ ORDINANCE 348(26) FOR THE FIRST TIME

MOTION: To approve the first reading of Ordinance 348(26) and to suspend the statutory rules requiring reading of the ordinance at three separate meetings.

BY: **2ND:**

ROLL CALL: Johnson _____ Tisthammer _____ Dailey _____ Porter _____

MAYOR INSTRUCTS CLERK TO READ ORDINANCE 348(26) FOR THE SECOND AND THIRD TIME

MOTION: To approve the second and third readings of ordinance 348 (26) and move for final passage and adoption.

BY: _____ **2ND:** _____

QUESTION CALLED BY: _____

MAYOR DECLARES:

ROLL CALL: Dailey _____ Porter _____ Tisthammer _____ Johnson _____

SUMMARY OF DECISION:

ORDINANCE NO. 348 (26)

AN ORDINANCE OF THE CITY OF ALBION, NEBRASKA AMENDING ALBION MUNICIPAL CODE, CHAPTER 1, ARTICLE XII – PARKS AND SWIMMING POOL; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ALBION, NEBRASKA AS FOLLOWS:

SECTION 1: ARTICLE XII – PARKS AND SWIMMING POOL is hereby repealed and replaced with the following:

ARTICLE XII – PARKS AND SWIMMING POOL

SECTION 1-1201: CITY PARKS; OPERATION AND FUNDING

The City owns and operates city parks, campgrounds, and other recreational areas. The City Council, for the purpose of defraying the cost of the care, management and maintenance of the city park may each year levy a tax not exceeding the maximum limit prescribed by state law on the actual valuation of all real estate and personal property within the corporate limits that is subject to taxation. The revenue from the said tax shall be known as the Park Fund and shall remain in the custody of the city treasurer. The City Council shall have the authority to adopt rules and regulations for the efficient management of the city parks and other recreational areas of the City. The City shall not enter into a contract of any nature which involves an expenditure of funds, except for ordinary operating expenses, unless the contract has been approved by resolution of the majority of the members of the City Council prior to the contractual agreement.

SECTION 1-1202: CITY SWIMMING POOL; OPERATION AND FUNDING

The City owns and manages the city swimming pool. The City Council, for the purpose of defraying the cost of the management, maintenance and improvements of the swimming pool, may each year levy a tax not exceeding the maximum limit prescribed by state law on the actual valuation of all real estate and personal property within the City that is subject to taxation. The revenue from the said tax shall be known as the Pool Fund and shall include all gifts, grants, deeds of conveyance, bequests or other valuable income producing personal property and real estate from any source for the purpose of endowing the swimming pool. The Swimming Pool Fund shall at all times be in the custody of the city treasurer. The city administrator shall provide overall supervision of the swimming pool. The city administrator shall have the power and authority to hire and supervise the swimming pool manager and such employees as he/she may deem necessary and shall pass such rules and regulations for the operation of the swimming pool as may be proper for its efficient operation. All actions by the city administrator shall be under the supervision and control of the City Council.

SECTION 1-1203: CITY SWIMMING POOL; ADMISSION CHARGE

The City Council may, for the purpose of defraying the expenses involved in maintaining, improving, managing and beautifying the swimming pool, set a reasonable admission charge by resolution for the use by any person of the city swimming pool. The said charges shall be on file at the office of the city clerk and shall also be posted in a conspicuous place at the swimming pool for public inspection. Such rates may be structured for classes of persons in a reasonable manner; provided that nothing herein shall be construed to permit or allow discrimination on the basis of race, creed, color or national origin in the classification of persons for admission charges.

SECTION 1-1204: CITY PARKS, CAMPGROUNDS, AND SWIMMING POOL; PROHIBITIONS

It shall be unlawful for any person in the city parks campgrounds, city swimming pool, any city recreation area or the sports complex to:

- 1 Engage in threatening, abusive, insulting or indecent language or engage in any disorderly conduct or behavior tending to breach the public peace.
- 2 Mark, deface, disfigure, injure, tamper with or displace or remove any buildings, tables, benches, fire places, railings, paving or paving materials, water lines or other public utilities, or parts of appurtenances thereof; signs, notices or placards whether temporary or permanent; monuments, stakes, posts or other boundary markers; or other structures or equipment, facilities or park property or pool property, recreational property or sports complex property or appurtenances whatsoever, either real or personal.
- 3 Fail to cooperate and maintain restrooms and washrooms in a neat and sanitary condition. No person over the age of six years shall use the restrooms or washrooms designated for the opposite sex.
- 4 Dig or remove any artifacts, soil, rock, sand, stones, trees, shrubs, plants or other wood or materials, or make any excavation by tool, equipment, blasting or other means or agency or look for coins or other minerals without the permission of the City of Albion.
- 5 Construction or erect any building or structure of whatever kind, whether permanent or temporary, or run or string any public service, utility into or upon such lands except by permission of the City of Albion.
- 6 Damage, cut, carve, mark, transplant or remove any plant, or injure the bark, or pick flowers or seed of any tree or plant, dig in or otherwise disturb grass areas, or in any other way injure the natural beauty or usefulness of any area without the permission of the City of Albion.
- 7 Climb any tree or walk, climb, stand, or sit upon monuments, vases, planters, fountains, railings, fences or upon any other property not designated or customarily used for such purpose.
- 8 Attach any rope or cable or other contrivance to any tree, fence, railing, bench or other structure without the permission of the City of Albion.
- 9 Take into, carry through, or put into any park, swimming pool or swimming pool area, recreation area or city sports complex any rubbish, refuse, garbage or other material. Such refuse and rubbish shall be deposited in receptacles provided. Where receptacles are not provided, all such rubbish or waste shall be carried away from the above areas by the person responsible for its presence and properly disposed of elsewhere.
- 10 Cause or permit any animal to run loose; tie or hitch an animal to any tree or plant; or to ride a horse without permission of the City of Albion.
- 11 No motor vehicles, travel trailers, trailers, or bicycles are allowed in the parks or campgrounds except on the roadways and paths provided for such vehicles and in no event is any unlicensed motor vehicle, travel trailer, or trailer permitted within the confines of the park. No motorized vehicles are allowed on sidewalks, trails, or bike paths. This section shall not be applicable to scooters, power chairs or electric wheelchairs having more than two (2) wheels which are designed for and being utilized by individuals with limited mobility.
- 12 Park a vehicle anywhere except on a designated parking area or street. No person shall park or leave standing any vehicle in a park in an area where parking is legally permitted for a period of time exceeding twenty-four (24) hours without a valid permit.
- 13 Ride a bicycle except on hard surface areas or without reasonable regard to the safety of others.
- 14 Wash any vehicle.
- 15 Have possession of any pistol or revolver or objects upon which loaded or blank cartridges may be used unless permission is obtained from the City; have possession of any rifle, shotgun, BB gun, air gun, spring gun, slingshot, bow or other weapon in which the propelling force is gunpowder, a spring or air.
- 16 Have possession of or set off any fireworks.
- 17 Expose or offer for sale any article without a license or permission of the City.

18 Kindle, build, maintain or use a fire except in places provided for such purposes. Any fire shall be continuously under the care and direction of a competent person from the time it is kindled until it is extinguished. No person shall throw away or discard any lighted match, cigar, cigarette, tobacco, paper or other material within or against any building, vehicle or under any tree or in underbrush or other improvements owned by the City.

19 Have possession of alcoholic beverages, or controlled dangerous substances, drink or use the same or bring alcoholic beverages into the area other than designated camping areas.

20 Solicit contributions for any purpose, whether public or private, except for ball teams.

21 Enter an area posted as "Closed to the Public," except employees of the City.

22 Be in the swimming pool building or area inside the swimming pool fence, except when the swimming pool is open for swimming purposes. Pool employees, city employees and other persons authorized by the City are allowed in the above area for examination of the swimming pool and for employment purposes and for repair of the swimming pool and improvements.

SECTION 1-1205: RECREATIONAL TRAILS; RULES FOR USE; PENALTY

The City of Albion Recreational Trails are intended primarily for pedestrian and bicycling use. Use of motorized vehicles by the general public on the trails is prohibited except for emergency vehicles and electrically powered mobility devices for persons with disabilities.

Pets are allowed on the trails but must be leashed and under control of a competent person. However, the deposit of animal waste on or about the trails is strictly prohibited and any person who shall fail to remove said waste deposited by an animal under their control shall be in violation of this section.

SEC. 1-1206. PARKS; ALBION CAMPGROUNDS; OVERNIGHT CAMPING.

It shall be unlawful to camp overnight in the park except in accordance with rules and regulations for overnight camping at the Albion Campground in the areas designated for overnight camping. The Albion Campground is not a mobile home park and is not intended for permanent residency. Overnight camping is hereby defined as the temporary lodging out of doors for outing, vacation or other outdoor recreational purposes and presupposes the occupancy of a shelter designed for such purpose such as a tent, trailer, station wagon, pick-up camper, camper-bus, or other vehicle modified as suitable for camping, and the possession and use of camping equipment after park hours.

SEC. 1-1207. PARKS; ALBION CAMPGROUNDS; CAMPING, PERMIT TO OCCUPY AND REVOCATION PROVISIONS.

In exchange for camping fees (as defined and set forth below) the City will permit Campers to occupy and use the Campsite only for temporary or periodic recreational camping uses (and to cooperatively use the publicly accessible portions of the Property in common with other permitted users), so long as the Campers are using the Campsite and the Property in strict compliance with all laws, the Rules and Regulations contained in this article, and is otherwise acting responsibly. However, City reserves the right to revoke the permit to occupy and use Campsite at any time, for any reason or for no reason. Campers will cause all of Campers' visitors, guests, and invitees to review and to comply with and abide by the Rules and Regulations contained in this article.

SEC. 1-1208. PARKS; ALBION CAMPGROUNDS; CAMPING, FEES.

Fees for overnight camping shall be set by Resolution of the Mayor and City Council. Fees shall be time based, and valid stays shall expire according to said fee schedule.

SEC. 1-1209. PARKS; ALBION CAMPGROUNDS; CAMPING, TIME LIMIT.

The maximum number of consecutive nights that an overnight camper, as defined in this Chapter, may stay at the campground area which is designated for overnight camping is thirty (30), unless given written consent by the Mayor and City Administrator.

SEC. 1-1210. PARKS; ALBION CAMPGROUNDS; CAMPING, EXPIRATION AND/OR TERMINATION OF STAY

Upon the expiration or earlier termination, or City's revocation of Campers' Permission to occupy and use the Campsite and the Property, Campers will immediately vacate and surrender the Campsite to City, in the same condition as received. All of Campers' property (including Campers, Vehicles, temporary structures, or other personal property and equipment) not so removed by Campers will be deemed abandoned by Campers, and of no value, and may be removed and disposed of by City, in City's sole discretion, and at Campers' sole cost and expense.

SEC. 1-1211. PARKS; ALBION CAMPGROUNDS; FIRES AND FIREWORKS.

Open fires shall be permitted in controlled fire pits, unless otherwise banned by Fire Chief, Fire Marshal, or by order of the Governor of the State of Nebraska. It shall be illegal for any person to ignite fires in any other place or have any open fires other than above stated. It shall be legal to use privately owned cooking devices such as gasoline or propane stoves, charcoal grills and similar devices provided that the use of such devices is restricted to the picnic shelters and camping areas and provided further that no property, real or personal, is subject to damage from the use of such device. The possession or use of fireworks in the parks is prohibited except by special permission of the city council. Management personnel may temporarily suspend the right to have fires of any kind in the park.

SEC. 1-1212. PARKS; ALBION CAMPGROUNDS; VENDING.

The vending of various goods, services, products or commodities is permitted at the Albion Campgrounds; however, such vending is conditional upon the vendor first obtaining a Non-Resident sales permit as outlined in Albion Municipal Code, Chapter 4, Article III.

SEC. 1-1213. PARKS; ALBION CAMPGROUNDS; MISCELLANEOUS OFFENSES.

(a) The following acts shall be unlawful:

- (1) The removal of any public property.
- (2) The removal of any equipment.
- (3) Entering or climbing upon or tampering with publicly owned motor vehicle and power equipment.
- (4) The cutting, picking, defacing, injuring or carrying away of any flowers, trees, shrubs or other plants.
- (5) The defacement, damage or alteration of any building or structure.

(b) No structure shall be permanently or semi-permanently installed except by written consent of the council.

SEC. 1-1215. PARKS; ALBION CAMPGROUNDS; CAMPING, MAINTENANCE, REPAIR AND ALTERATION.

Campers shall, at Campers' sole cost and expense, keep and maintain the Campsite and every part thereof, and all the amenities, facilities and equipment of City on the Campsite, including all Services (as defined in Section 1-1216 below), and all of Campers' property (including Campers' Campers, Vehicles, and all temporary structures) placed or kept on the Campsite in connection with Campers' occupancy of the Campsite, in good order, condition and repair, ordinary wear and tear excepted. Without limiting the foregoing, Campers shall, upon demand by City, repair, or remove/replace any of Campers' property (including Campers' Campers, Vehicles and/or temporary structures) that falls into disrepair or otherwise falls below the quality standards of the Property, as determined by the City in City's sole discretion. City shall have no obligation whatsoever to alter, improve or repair the Campsite or the Property or any parts thereof (including the Amenities and/or the Services). In the event of any damage to the Campsite or the Property (including any Amenities and/or the Services), caused in whole or in part by the act, neglect, fault, or omission of Campers (or any of Campers' visitors, guests or invitees), Campers shall reimburse to City the cost of such repair or maintenance immediately upon demand.

Any Amenities on the Property (including the Services) are provided by City solely as a convenience for Campers and other users of the Property. The City makes no representation, warranty or promise regarding such Amenities, City shall have no obligation to provide these or any other Amenities, or provide the Services or any other services (including, without limitation, no obligation to provide any security services), or to repair or maintain any such Amenities (or Services), or keep them open or available for use by Campers or any other users. The City has the absolute right, at any time, to alter or remove any such Amenities (including the Services) or any other aspect of the Property, or to close them or prohibit their use by Campers or any other users, whether by reason of an act of God, inclement weather (as determined by City in its sole discretion), strike, illness, any act or order of public authority, epidemic or pandemic, or any other event beyond the control of City, or otherwise. In any such event, City shall have no liability to Campers or any of Campers' visitors, guests or invitees, or any other user.

Campers shall not make any alteration, addition, or improvement to the Campsite (whether structural or non-structural).

SEC. 1-1216. PARKS ; ALBION CAMPGROUNDS; UTILITIES/SERVICES.

The Campsite is currently equipped with certain utility hookups for Campers' use, including electricity, water and sanitary sewer connections, and the Property has certain garbage/refuse containers for Campers' use in common with other users of the Property (collectively "Services"). All such Services furnished by City are done so solely as a convenience for Campers and other users of the Property. The City makes no representation, warranty or promise regarding the Services, City shall have no obligation to provide the Services or any other services (including, without limitation, no obligation to provide any security services), or to repair or maintain any such Services, or keep any such Services open or available for use by Campers or any other users, and City does not provide an uninterrupted source of electrical power, water or sewer or other Services. Under no circumstance will City be liable to Campers or any other users if any Services are interrupted or terminated, whether because of repairs, installations, improvements or causes beyond City's reasonable control, or otherwise, nor shall any such interruption or termination entitle Campers to any credit or refund, nor relieve Campers from fulfillment of any covenant, condition or payment or performance obligation under this Agreement.

SEC. 1-1217. PARKS ; ALBION CAMPGROUNDS; HAZARDOUS SUBSTANCES.

Campers shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Campsite or the Property by Campers or any of Campers' visitors, guests, or invitees. However, Campers may bring to the Campsite limited quantities of fuels used for camping and recreational purposes in connection with Campers' use of the Campsite and the Property (and the surrounding area's recreational facilities), such as limited amounts of propane or other camping fuels, and gasoline or other boat/motor vehicle fuels, all of which must be stored by Campers in sealed, safe and environmentally appropriate (non-leaking) containers, limited to five (5) gallons total, and otherwise stored and handled by Campers in compliance with all laws and regulations, and the Rules and Regulations. If Hazardous Substances are used, stored, generated, or disposed of on or in the Campsite or the Property in violation of the foregoing, or if the Campsite or the Property become contaminated in any manner due to any act or omission of Campers

or any of Campers' visitors, guests or invitees, Campers shall indemnify, defend and hold harmless City from and against any and all Claims or Liabilities including, without limitation, any decrease in value of the Property and any and all sums paid for settlement of any Claims or Liabilities, litigation expenses, attorneys' fees, consultation and expert fees of whatever kind or nature, known or unknown, contingent or otherwise arising therefrom. This indemnification includes, without limitation, all costs incurred because of any investigation of the Campsite or the Property or any cleanup, removal, remediation, or restoration mandated by a federal, state, or local agency or political subdivision. The provisions of this section shall be in addition to any other obligations and liabilities Campers may have to City or at law or equity and shall survive the expiration or earlier termination of this Agreement or City's revocation of Campers' Permission to occupy and use the Campsite and the Property. As used herein, "Hazardous Substance" means any substance that is toxic, flammable, ignitable, reactive, or corrosive and/or that is regulated by any local government, the State of Nebraska, or the United States Government. "Hazardous Substance" includes all materials or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" or similar term pursuant to state, federal, or local governmental law now or hereafter enacted. "Hazardous Substance" includes, without limitation, asbestos, polychlorobiphenyls ("PCB's) and petroleum products.

SEC. 1-1218. INTERPRETATION.

Nothing in this article shall be construed to:

- (1) Extend any assurance that the premises are safe for any purpose;
- (2) Confer upon any person the legal status of an invitee or licensee to whom a duty of care is owed; or
- (3) Assume responsibility for or incur liability for injury or damages to any person or property.

SEC. 1219. COMPLIANCE.

The doing of anything prohibited under this article shall be deemed unlawful and any person so violating this chapter shall be deemed guilty of an offense and shall be fined in a sum not more than \$500.00 for each offense. Each day's maintenance of the same shall constitute a separate offense.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: The ordinance shall be in full force and effect on the 1ST day of JUNE, 2026 and after its passage, approval, and publication according to law.

INTRODUCED BY _____.

PASSED AND ADOPTED BY A VOTE OF ____ TO ____ ON THIS
____ DAY OF _____, 2026.

PUBLISHED _____, 2026.

City of Albion, Nebraska

Mayor

ATTEST:

Clerk

{SEAL}

DRAFT

Water & Sewer

David Redler has passed his Grade VI (Backflow) Water Certification.

Park

Hired a few high school boys for the summer.

The Park and Trail projects are continuing to progress very well; however, we have been waiting for the permit from NDOT. Agreements were received in the mail on Friday morning and added to the agenda for Council consideration.

There has been a staffing transition at the Nebraska Department of Economic Development so our most recent grant pay request (\$276,431.72) for reimbursement for Gehring Pay Application #2 and JEO invoices from last month has been delayed. This is why this month's financial statements might look a little off. The pay application has been approved this week and will receive reimbursement by May 11th.

The surplus park equipment has sold and the buyers have until May 29th to remove. We expect the playground installation to take place in late June or July.

The Nebraska Board of Engineers and Architects reviewed the Cardinal Cage project on April 17th and has ordered the City to hire an architect and engineer to review the project for Structural, Foundation, Electrical, and Mechanical items. We spec'd a pre-engineered building to reduce costs; however, the attached notice states that this was in violation of statutes.

Pool

The pool and spray pad are being repainted this week.

Ron and I will be meeting with the new management team (Josh Erickson and Claire Primrose) on May 18th to discuss expectations for the upcoming season. We also plan to attend full staff meeting when they begin their clean-up and set up days ahead of the season. We plan to open on Saturday May 30th.

Street

Ron is prioritizing patching and potholes. We've had multiple complaints. Some areas will also require repair instead of filling (water/sewer service line work where street patches weren't dowelled in)

Police Department

Nothing new to report.

**City Administrator's Report
May 8, 2026**

Item 12.

General Administration / Other:

At the request of Boone Central Superintendent Chris Look – Brent Lipker and I attended a safety committee meeting where we discussed options for installation of a drop off lane in front of the high school to improve pedestrian safety and traffic flow.

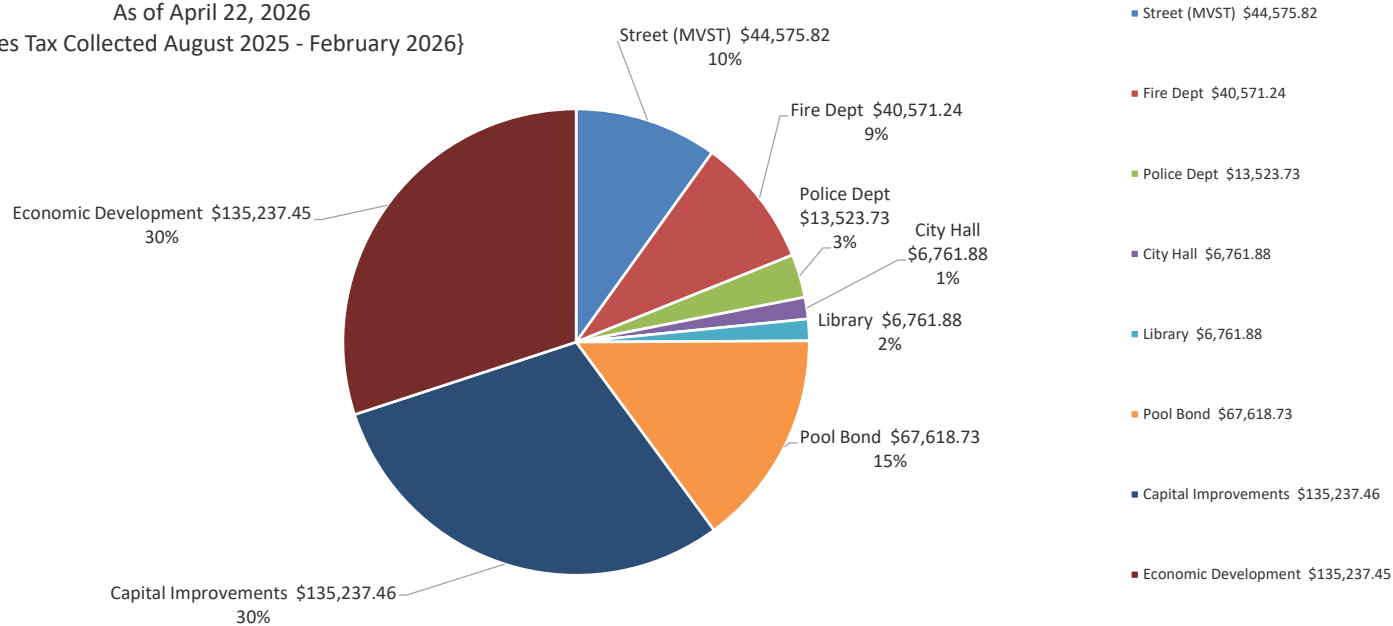
I have not had much time/opportunity to finish developing a building inspector scope / agreement for an independent contractor arrangement. I will continue to work on this as time allows.

The City has given Jackson Services notice that we will not be renewing our service agreement with them in August. They have been supplying the City with Uniforms, Rugs, and Paper/Janitorial supplies since 2010. Their service has been excellent; however, we have elected to go with Appera starting in August. The uniform and rug costs will me a minor savings, but we expect a significant savings on the paper/janitorial side. I give all the credit to the staff, especially Sharon, for exploring this opportunity.

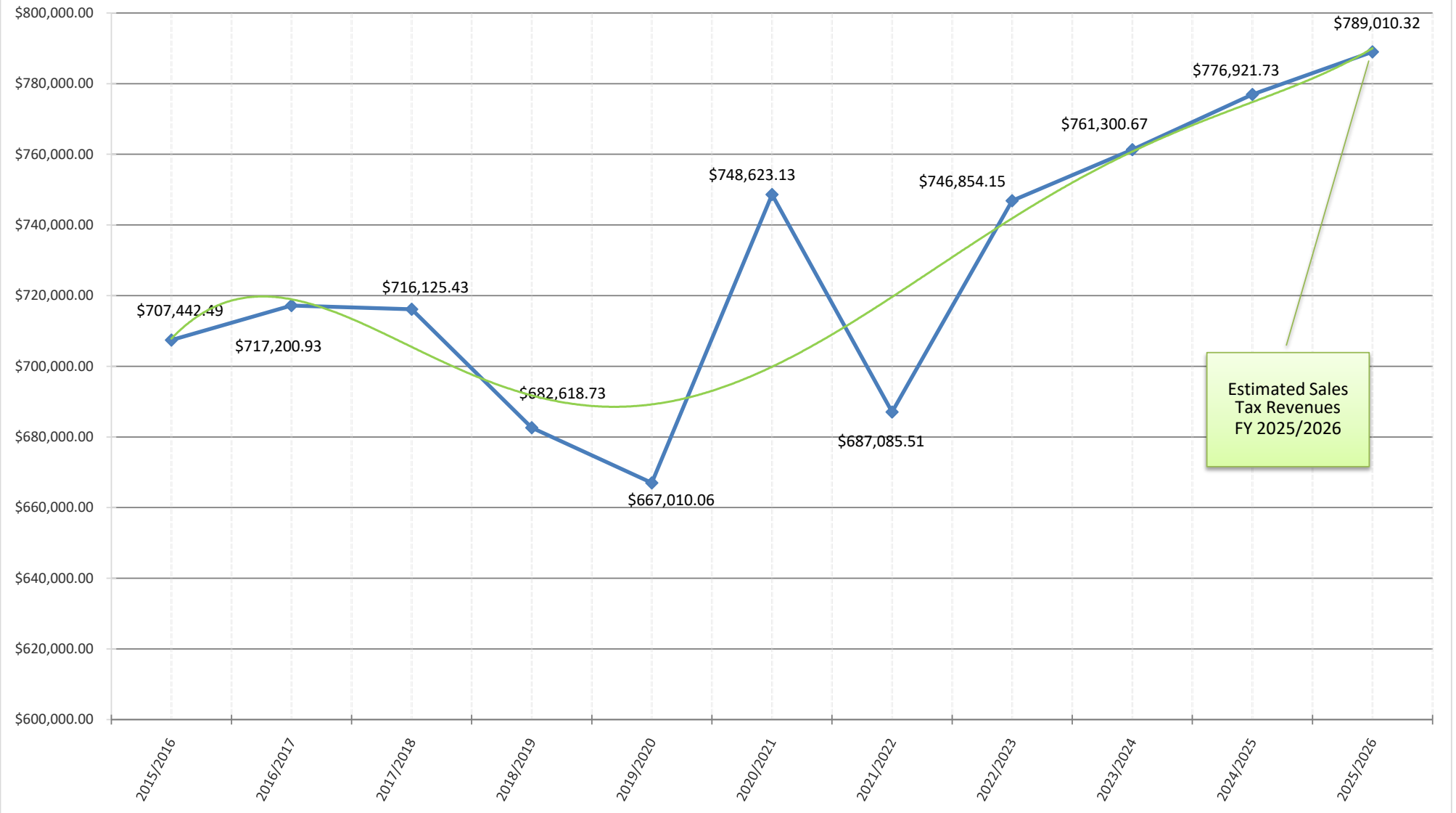
**Attached is the previous month Sales Tax Report – showing the monthly trend of sales tax receipts.
Also attached is an unaudited Treasurer's Report/Budget Performance Report and an unaudited Balance Sheet Comparison Report.**

	Total Sales Tax	Motor Vehicle Sales Tax to Streets (LB904)	Refunds to Taxpayers (State Incentives)	MVST	1/2 Cent Allocation Breakdown - per 2016 Election					1 Cent Allocation Breakdown - per 2024 Election			Month Received
				Street	Fire Dept	Police Dept	City Hall	Library	Pool Bond	Capital Improvements	Economic Development	Total Settlement	
2025/2026				ALL MVST	\$0.0015	\$0.0005	\$0.00025	\$0.00025	\$0.0025	\$0.0050	\$0.0050	\$0.015	
AUG	\$ 69,439.44	\$ 9,226.42	\$ -	\$ 9,226.42	\$ 6,021.30	\$ 2,007.10	\$ 1,003.55	\$ 1,003.55	\$ 10,035.50	\$ 20,071.01	\$ 20,071.01	\$ 69,439.44	OCT
SEPT	\$ 62,485.76	\$ 6,276.50	\$ -	\$ 6,276.50	\$ 5,620.93	\$ 1,873.64	\$ 936.82	\$ 936.82	\$ 9,368.21	\$ 18,736.42	\$ 18,736.42	\$ 62,485.76	NOV
OCT	\$ 60,682.79	\$ 6,152.92	\$ -	\$ 6,152.92	\$ 5,452.99	\$ 1,817.66	\$ 908.83	\$ 908.83	\$ 9,088.31	\$ 18,176.63	\$ 18,176.62	\$ 60,682.79	DEC
NOV	\$ 67,506.04	\$ 5,481.21	\$ -	\$ 5,481.21	\$ 6,202.48	\$ 2,067.49	\$ 1,033.75	\$ 1,033.75	\$ 10,337.47	\$ 20,674.94	\$ 20,674.95	\$ 67,506.04	JAN
DEC	\$ 68,999.39	\$ 4,689.24	\$ -	\$ 4,689.24	\$ 6,431.02	\$ 2,143.67	\$ 1,071.84	\$ 1,071.84	\$ 10,718.36	\$ 21,436.71	\$ 21,436.71	\$ 68,999.39	FEB
JAN	\$ 57,502.33	\$ 5,822.80	\$ -	\$ 5,822.80	\$ 5,167.95	\$ 1,722.65	\$ 861.33	\$ 861.33	\$ 8,613.26	\$ 17,226.51	\$ 17,226.50	\$ 57,502.33	MAR
FEB	\$ 63,672.44	\$ 6,926.73	\$ -	\$ 6,926.73	\$ 5,674.57	\$ 1,891.52	\$ 945.76	\$ 945.76	\$ 9,457.62	\$ 18,915.24	\$ 18,915.24	\$ 63,672.44	APR
MAR			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	MAY
APR			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	JUNE
MAY			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	JULY
JUNE			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	AUG
JULY			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	SEPT
				Street (MVST)	Fire Dept	Police Dept	City Hall	Library	Pool Bond	Capital Improvements	Economic Development	Total	
YTD Total	\$ 450,288.19	\$ 44,575.82	\$ -	\$ 44,575.82	\$ 40,571.24	\$ 13,523.73	\$ 6,761.88	\$ 6,761.88	\$ 67,618.73	\$ 135,237.46	\$ 135,237.45	\$450,288.19	

2025-26 Sales Tax Allocation Breakdown
As of April 22, 2026
{Sales Tax Collected August 2025 - February 2026}



Annual City of Albion Sales Tax Totals - FY Oct 1 through Sep 30
Ten Year History



CITY SALES TAX

Month / Fiscal Year	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	2025/2026	%
JULY												
AUG	\$ 56,241.45	\$ 65,760.21	\$ 61,293.39	\$ 60,373.59	\$ 59,591.99	\$ 54,509.48	\$ 64,702.83	\$ 68,870.76	\$ 67,269.10	\$ 63,443.40	\$ 69,439.44	9.5%
SEPT	\$ 64,983.21	\$ 58,829.71	\$ 59,484.22	\$ 55,027.57	\$ 53,009.40	\$ 59,304.68	\$ 70,310.80	\$ 68,023.77	\$ 63,931.62	\$ 61,225.85	\$ 62,485.76	2.0%
OCT	\$ 55,658.43	\$ 56,993.16	\$ 59,818.82	\$ 55,217.47	\$ 57,187.61	\$ 65,327.80	\$ 53,435.62	\$ 58,669.07	\$ 65,171.73	\$ 59,050.13	\$ 60,682.79	3%
NOV	\$ 55,813.91	\$ 53,103.45	\$ 61,092.99	\$ 59,300.13	\$ 53,575.54	\$ 50,353.10	\$ 48,497.47	\$ 62,512.20	\$ 67,355.30	\$ 64,832.86	\$ 67,506.04	4%
DEC	\$ 69,719.04	\$ 67,127.66	\$ 69,916.58	\$ 57,809.78	\$ 73,290.60	\$ 61,861.46	\$ 66,767.87	\$ 64,307.39	\$ 70,337.54	\$ 67,263.67	\$ 68,999.39	2%
JAN	\$ 57,975.74	\$ 54,429.72	\$ 52,455.18	\$ 53,255.88	\$ 47,695.44	\$ 71,577.64	\$ 46,098.54	\$ 63,080.82	\$ 57,387.59	\$ 67,843.48	\$ 57,502.33	-18%
FEB	\$ 48,361.67	\$ 56,369.21	\$ 50,601.83	\$ 47,821.03	\$ 53,323.80	\$ 39,087.45	\$ 49,087.97	\$ 52,279.12	\$ 47,575.64	\$ 50,922.85	\$ 63,672.44	27%
MAR	\$ 62,135.89	\$ 49,997.58	\$ 55,072.94	\$ 54,812.16	\$ 52,103.29	\$ 75,201.52	\$ 49,633.73	\$ 60,331.14	\$ 67,941.95	\$ 61,995.62		
APR	\$ 56,556.84	\$ 69,303.54	\$ 58,107.12	\$ 53,143.56	\$ 45,694.24	\$ 68,904.35	\$ 59,807.16	\$ 54,930.88	\$ 58,927.10	\$ 75,024.12		
MAY	\$ 60,737.07	\$ 63,185.20	\$ 58,413.87	\$ 70,876.04	\$ 43,510.01	\$ 64,020.41	\$ 55,474.16	\$ 64,210.18	\$ 69,961.90	\$ 77,733.85		
JUNE	\$ 60,652.92	\$ 62,079.12	\$ 70,459.67	\$ 56,297.29	\$ 66,266.55	\$ 73,269.83	\$ 57,061.36	\$ 65,252.11	\$ 59,750.01	\$ 63,356.15		
JULY	\$ 58,606.32	\$ 60,022.37	\$ 59,408.82	\$ 58,684.23	\$ 61,761.59	\$ 65,205.41	\$ 66,208.00	\$ 64,386.71	\$ 65,691.19	\$ 64,229.75		
Annual Totals	\$707,442.49	\$717,200.93	\$716,125.43	\$682,618.73	\$667,010.06	\$ 748,623.13	\$687,085.51	\$746,854.15	\$ 761,300.67	\$ 776,921.73	\$ 450,288.19	
											2025/2026 YTD	5.0%

City of Albion
Balance Sheet Prev Month / Year Comparison
As of April 30, 2026

	Current		Previous Month		Previous Year		
	Apr 30, 26	Mar 31, 26	\$ Change	% Change	Apr 30, 25	\$ Change	% Change
ASSETS							
Current Assets							
Checking/Savings							
Cash Transaction Accounts							
10000 · NOW Acct - Boone Co	558,339.55	355,876.05	202,463.50	56.89%	558,482.56	-143.01	-0.03%
10005 · NOW Acct - Cornerstone	69,972.20	348,667.18	-278,694.98	-79.93%	232,799.09	-162,826.89	-69.94%
Cash/CD Reserve Accounts							
10007 · T-Bill General Fund Reserve	54,673.25	54,525.36	147.89	0.27%	172,866.88	-118,193.63	-68.37%
10043 · CD - General - BCB - 7/26/21 a	0.00	0.00	0.00	0.0%	112,711.13	-112,711.13	-100.0%
10044 · CD - General - BCB - 7/26/21 b	0.00	0.00	0.00	0.0%	112,711.13	-112,711.13	-100.0%
10045 · CD - General - BCB - 7/26/20 a	115,686.14	115,686.14	0.00	0.0%	112,646.98	3,039.16	2.7%
10046 · CD - General - BCB - 7/26/20 b	115,686.14	115,686.14	0.00	0.0%	112,646.98	3,039.16	2.7%
10047 · CD - General - BCB - 7/26/20 c	115,686.14	115,686.14	0.00	0.0%	112,646.98	3,039.16	2.7%
10048 · CD - General - BCB - 7/26/20 d	115,686.14	115,686.14	0.00	0.0%	112,646.98	3,039.16	2.7%
10049 · CD - General - BCB - 7/26/20 e	115,686.14	115,686.14	0.00	0.0%	112,646.98	3,039.16	2.7%
10050 · CD - CURRB DSR - BCB - 4/10/24	248,374.20	243,564.83	4,809.37	1.98%	238,823.18	9,551.02	4.0%
10051 · CD - 409758 - BCB - 10/20/2025	124,839.17	124,839.17	0.00	0.0%	122,344.09	2,495.08	2.04%
10052 · CD - General - CSB - 12/18/2025	0.00	0.00	0.00	0.0%	113,613.25	-113,613.25	-100.0%
10053 · CD - General - CSB - 12/18/2025	0.00	0.00	0.00	0.0%	114,533.11	-114,533.11	-100.0%
Restricted Use Accounts							
10030 · T-Bill Mmkt - Econ. Dev.	76,309.11	57,255.25	19,053.86	33.28%	25,603.18	50,705.93	198.05%
10035 · Premier Cornerstone - Ec Dev	18,404.42	18,388.63	15.79	0.09%	4,944.33	13,460.09	272.23%
10036 · Housing Program Fund	188,104.78	202,191.97	-14,087.19	-6.97%	143,752.84	44,351.94	30.85%
10105 · Fire Department Sales Tax Fund	10,467.08	10,438.77	28.31	0.27%	226,745.12	-216,278.04	-95.38%
10130 · SuperNOW - Library Mem Fund	2,520.65	1,953.62	567.03	29.03%	6,446.58	-3,925.93	-60.9%
10132 · Library - TBill Memorial Account	199,655.96	189,142.04	10,513.92	5.56%	168,597.37	31,058.59	18.42%
Cash on Hand							
10200 · Cash on Hand - General	170.00	160.00	10.00	6.25%	100.00	70.00	70.0%
10210 · Cash on Hand - Pool	0.00	0.00	0.00	0.0%	0.00	0.00	0.0%
10250 · Cash on Hand - Water	135.00	135.00	0.00	0.0%	135.00	0.00	0.0%
Custodial Cash Accounts							
10300 · County Treas Cash - Street	25,018.79	25,018.79	0.00	0.0%	20,231.18	4,787.61	23.67%
10400 · County Treas Cash - Debt Svc	4,916.28	4,916.28	0.00	0.0%	560.94	4,355.34	776.44%
Total Checking/Savings	2,160,331.14	2,215,503.64	-55,172.50	-2.49%	2,939,235.86	-778,904.72	-26.5%

*Balances Unaudited

City of Albion Balance Sheet Prev Month / Year Comparison As of April 30, 2026

	Current		Previous Month		Previous Year		
	Apr 30, 26	Mar 31, 26	\$ Change	% Change	Apr 30, 25	\$ Change	% Change
Accounts Receivable							
1110 · Accounts receivable	16,571.55	15,931.70	639.85	4.02%	15,830.94	740.61	4.68%
Total Accounts Receivable	16,571.55	15,931.70	639.85	4.02%	15,830.94	740.61	4.68%
Other Current Assets							
12000 · Accounts Receivable - Water	61,705.49	61,705.49	0.00	0.0%	68,685.92	-6,980.43	-10.16%
12010 · Accounts Receivable - Sewer	81,328.97	81,328.97	0.00	0.0%	78,352.27	2,976.70	3.8%
12020 · Accounts Receivable - Solid Was	-64.95	-64.95	0.00	0.0%	-223.83	158.88	70.98%
12040 · A/R Offset - General	-26,093.00	-26,093.00	0.00	0.0%	-15,080.68	-11,012.32	-73.02%
12042 · A/R Offset - Street	0.00	0.00	0.00	0.0%	-60.00	60.00	
12100 · Unbilled Revenue - Water	15,510.00	15,510.00	0.00	0.0%	17,317.00	-1,807.00	-10.44%
12110 · Unbilled Revenue - Sewer	20,315.00	20,315.00	0.00	0.0%	19,693.00	622.00	3.16%
12150 · Accrued Interest Recv. - Water	1,049.76	1,049.76	0.00	0.0%	2,155.32	-1,105.56	-51.29%
12160 · Accrued Interest Recv. - Sewer	4,792.58	4,792.58	0.00	0.0%	4,864.52	-71.94	-1.48%
12170 · Accrued Interest Recv. - Solid	330.55	330.55	0.00	0.0%	298.28	32.27	10.82%
12200 · Inventory - Water	84,870.48	84,870.48	0.00	0.0%	85,885.56	-1,015.08	-1.18%
12300 · Prepaid Insurance - Water	2,452.12	2,452.12	0.00	0.0%	2,720.12	-268.00	-9.85%
12310 · PREPAID INSURANCE - SEWER	3,846.10	3,846.10	0.00	0.0%	4,231.30	-385.20	-9.1%
12320 · PREPAID INSURANCE - SOLID WASTE	722.32	722.32	0.00	0.0%	906.71	-184.39	-20.34%
1299 · Undeposited Funds	677.25	150.00	527.25	351.5%	172.25	505.00	293.18%
Total Other Current Assets	251,442.67	250,915.42	527.25	0.21%	269,917.74	-18,475.07	-6.85%
Total Current Assets	2,428,345.36	2,482,350.76	-54,005.40	-2.18%	3,224,984.54	-796,639.18	-24.7%
Fixed Assets							
15000 · Land - Water	34,020.00	34,020.00	0.00	0.0%	34,020.00	0.00	0.0%
15010 · Constr. in Progress - Water	0.00	0.00	0.00	100.0%	90,085.00	-90,085.00	-100.0%
15020 · Distribution System - Water	2,754,313.84	2,754,313.84	0.00	0.0%	2,034,607.16	719,706.68	35.37%
15030 · Buildings - Water	24,966.61	24,966.61	0.00	0.0%	24,966.61	0.00	0.0%
15040 · Equipment - Water	497,210.87	497,210.87	0.00	0.0%	494,204.35	3,006.52	0.61%
15050 · Accum Depr - Water	-1,323,055.51	-1,323,055.51	0.00	0.0%	-1,220,619.29	-102,436.22	-8.39%
15100 · Land - Sewer	369,435.25	369,435.25	0.00	0.0%	369,435.25	0.00	0.0%
15110 · Constr in Progress - Sewer	0.00	0.00	0.00	100.0%	85,591.25	-85,591.25	-100.0%
15120 · Distribution System - Sewer	743,121.72	743,121.72	0.00	0.0%	334,618.10	408,503.62	122.08%
15130 · Buildings - Sewer	4,150,169.53	4,150,169.53	0.00	0.0%	4,150,169.53	0.00	0.0%
15140 · Equipment - Sewer	130,874.95	130,874.95	0.00	0.0%	159,236.29	-28,361.34	-17.81%
15150 · Accum Depr - Sewer	-2,409,277.57	-2,409,277.57	0.00	0.0%	-2,241,693.58	-167,583.99	-7.48%
15230 · Buildings - Solid Waste	1,011.06	1,011.06	0.00	0.0%	1,011.06	0.00	0.0%
15240 · Equipment - Solid Waste	7,244.04	7,244.04	0.00	0.0%	3,950.67	3,293.37	83.36%
15250 · Accum Depr - Solid Waste	-4,472.13	-4,472.13	0.00	0.0%	-3,447.29	-1,024.84	-29.73%
15300 · Fixed Assets - General	139,405.17	139,405.17	0.00	0.0%	123,461.95	15,943.22	12.91%
15310 · Fixed Assets - Park	1,333,102.80	1,333,102.80	0.00	0.0%	592,074.94	741,027.86	125.16%
15320 · Fixed Assets - Police	45,165.85	45,165.85	0.00	0.0%	60,264.08	-15,098.23	-25.05%
15330 · Fixed Assets - Fire	887,480.85	887,480.85	0.00	0.0%	973,777.30	-86,296.45	-8.86%
15340 · Fixed Assets - Library	98,953.28	98,953.28	0.00	0.0%	104,382.65	-5,429.37	-5.2%
15350 · Fixed Assets - Pool	2,280,413.36	2,280,413.36	0.00	0.0%	2,435,780.85	-155,367.49	-6.38%
15360 · Fixed Assets - Streets	3,040,367.61	3,040,367.61	0.00	0.0%	3,051,461.38	-11,093.77	-0.36%
Total Fixed Assets	12,800,451.58	12,800,451.58	0.00	0.0%	11,657,338.26	1,143,113.32	9.81%
TOTAL ASSETS	15,228,796.94	15,282,802.34	-54,005.40	-0.35%	14,882,322.80	346,474.14	2.33%

*Balances Unaudited

City of Albion
Balance Sheet Prev Month / Year Comparison
As of April 30, 2026

	Current		Previous Month		Previous Year		
	Apr 30, 26	Mar 31, 26	\$ Change	% Change	Apr 30, 25	\$ Change	% Change
LIABILITIES & EQUITY							
Liabilities							
Current Liabilities							
Accounts Payable							
2010 · Accounts payable	-149.06	-149.06	0.00	0.0%	-930.68	781.62	83.98%
Total Accounts Payable	-149.06	-149.06	0.00	0.0%	-930.68	781.62	83.98%
Other Current Liabilities							
A/P OFFSET							
20000 · Accounts Payable - Water	37,235.16	37,235.16	0.00	0.0%	14,494.60	22,740.56	156.89%
20010 · Accounts Payable - Sewer	27,607.00	27,607.00	0.00	0.0%	6,174.19	21,432.81	347.14%
20020 · Accounts Payable - Solid Waste	17,245.55	17,245.55	0.00	0.0%	15,986.34	1,259.21	7.88%
20100 · Accrued Payroll - Water	1,921.36	1,921.36	0.00	0.0%	2,049.30	-127.94	-6.24%
20110 · Accrued Payroll - Sewer	2,343.80	2,343.80	0.00	0.0%	1,880.83	462.97	24.62%
20120 · Accrued Payroll - Solid Waste	812.48	812.48	0.00	0.0%	410.36	402.12	97.99%
20200 · Accrued Vacation - Water	9,912.68	9,912.68	0.00	0.0%	5,822.48	4,090.20	70.25%
20210 · Accrued Vacation - Sewer	12,737.75	12,737.75	0.00	0.0%	4,821.06	7,916.69	164.21%
20220 · Accrued Vacation - Solid Waste	4,564.09	4,564.09	0.00	0.0%	1,640.90	2,923.19	178.15%
20400 · Payroll Tax W/H - Water	346.21	346.21	0.00	0.0%	181.58	164.63	90.67%
20410 · Payroll Tax W/H - Sewer	239.75	239.75	0.00	0.0%	169.17	70.58	41.72%
20420 · Payroll Tax W/H - Solid Waste	34.61	34.61	0.00	0.0%	28.40	6.21	21.87%
20600 · Customer Deposits - Water	46,060.00	46,185.00	-125.00	-0.27%	42,979.00	3,081.00	7.17%
20700 · Accrued Interest Payable	5,977.55	5,977.55	0.00	0.0%	4,155.48	1,822.07	43.85%
20710 · Accrued Interest Payable -Sewer	9,890.31	9,890.31	0.00	0.0%	10,546.67	-656.36	-6.22%
20800 · HEALTH INSURANCE LIABILITY	1,162.61	3,130.19	-1,967.58	-62.86%	-847.81	2,010.42	237.13%
20801 · HSA Liabilities	-6,576.97	-5,480.83	-1,096.14	-20.0%	-3,807.76	-2,769.21	-72.73%
2100 · Payroll Liabilities	1,226.96	2,051.91	-824.95	-40.2%	376.22	850.74	226.13%
2140 · Accrued sales taxes							
20500 · Sales Tax Payable - Water	671.49	212.20	459.29	216.44%	491.30	180.19	36.68%
20510 · Sales Tax Payable - Sewer	5,342.55	849.69	4,492.86	528.77%	4,942.67	399.88	8.09%
54007 · Sales Tax Collected	-426.73	-559.44	132.71	23.72%	-310.33	-116.40	-37.51%
2140 · Accrued sales taxes - Other	315.61	141.80	173.81	122.57%	184.00	131.61	71.53%
Total 2140 · Accrued sales taxes	5,902.92	644.25	5,258.67	816.25%	5,307.64	595.28	11.22%
2141 · Lodging Tax	101.44	66.01	35.43	53.67%	-302.90	404.34	133.49%
53005-1 · Dog License - State Fee	236.68	131.76	104.92	79.63%	239.12	-2.44	-1.02%
53005-2 · Dog License - City Fee	5.82	3.24	2.58	79.63%	5.88	-0.06	-1.02%
53050 · KENO PROCEEDS - STATE SHARE	2.69	348.27	-345.58	-99.23%	-0.28	2.97	1,060.71%
55555 · RETURNED CHECKS	-20.00	-20.00	0.00	0.0%	0.00	-20.00	-100.0%
Total Other Current Liabilities	179,227.18	178,184.83	1,042.35	0.59%	112,477.20	66,749.98	59.35%
Total Current Liabilities	179,078.12	178,035.77	1,042.35	0.59%	111,546.52	67,531.60	60.54%
Long Term Liabilities							
25030 · N/P - DEQ - Well 4 Project	135,379.43	135,379.43	0.00	0.0%	147,393.53	-12,014.10	-8.15%
25033 · Bonds - Water Well 2019	339,686.33	339,686.33	0.00	0.0%	360,721.62	-21,035.29	-5.83%
25042 · BONDS - Swimming Pool	1,270,000.00	1,270,000.00	0.00	0.0%	1,445,000.00	-175,000.00	-12.11%
25044 · Bonds - 2018 GO VP - Fairview Street	810,000.00	810,000.00	0.00	0.0%	900,000.00	-90,000.00	-10.0%
25045 · Bonds - 2019 CURRRB, WWTF Project	1,050,000.00	1,050,000.00	0.00	0.0%	1,240,000.00	-190,000.00	-10.9%
25046 · Bonds - 2024 GO Water	285,000.00	285,000.00	0.00	0.0%	300,000.00	-15,000.00	-5.0%
25047 · 2025 Sewer BANS	0.00	0.00	0.00	0.0%	200,000.00	-200,000.00	-100.0%
25048 · 2025 SEWER GO BONDS	260,000.00	260,000.00	0.00	0.0%	0.00	260,000.00	100.0%
Total Long Term Liabilities	4,150,065.76	4,150,065.76	0.00	0.0%	4,593,115.15	-443,049.39	-9.65%
Total Liabilities	4,329,143.88	4,328,101.53	1,042.35	0.02%	4,704,661.67	-375,517.79	-7.98%

*Balances Unaudited

City of Albion
Balance Sheet Prev Month / Year Comparison
As of April 30, 2026

	Current		Previous Month		Previous Year		
	Apr 30, 26	Mar 31, 26	\$ Change	% Change	Apr 30, 25	\$ Change	% Change
Equity							
Fund Balance	5,474,888.92	5,474,888.92	0.00	0.0%	4,726,203.15	748,685.77	15.84%
Fund Balance - Airport	5,565.58	5,565.58	0.00	0.0%	5,565.58	0.00	0.0%
Fund Balance - CDBG	0.00	0.00	0.00	0.0%	-1,231.53	1,231.53	100.0%
Fund Balance - Debt Service	132,208.31	132,208.31	0.00	0.0%	208,797.54	-76,589.23	-36.68%
Fund Balance - Economic Development	182,653.83	182,653.83	0.00	0.0%	126,304.08	56,349.75	44.61%
Fund Balance - Fire	176,238.66	176,238.66	0.00	0.0%	144,739.01	31,499.65	21.76%
Fund Balance - General	438,288.06	438,288.06	0.00	0.0%	450,906.63	-12,618.57	-2.8%
Fund Balance - Housing Rehab	0.00	0.00	0.00	0.0%	-1,128.60	1,128.60	100.0%
Fund Balance - Keno	1,963.88	1,963.88	0.00	0.0%	2,876.40	-912.52	-31.72%
Fund Balance - Library	-18,371.47	-18,371.47	0.00	0.0%	-20,290.12	1,918.65	9.46%
Fund Balance - Park	542,813.95	542,813.95	0.00	0.0%	247,332.99	295,480.96	119.47%
Fund Balance - Police	-125,473.58	-125,473.58	0.00	0.0%	-85,140.52	-40,333.06	-47.37%
Fund Balance - Pool	316,598.99	316,598.99	0.00	0.0%	321,625.31	-5,026.32	-1.56%
Fund Balance - Sales Tax	130,300.84	130,300.84	0.00	0.0%	141,541.34	-11,240.50	-7.94%
Fund Balance - Sewer	1,923,316.94	1,923,316.94	0.00	0.0%	1,748,407.85	174,909.09	10.0%
Fund Balance - Solid Waste	96,469.25	96,469.25	0.00	0.0%	67,821.64	28,647.61	42.24%
Fund Balance - Street	696,937.65	696,937.65	0.00	0.0%	873,683.26	-176,745.61	-20.23%
Fund Balance - Water	2,059,660.93	2,059,660.93	0.00	0.0%	1,284,308.28	775,352.65	60.37%
Department and General Fund Equity Balances	12,034,060.74	12,034,060.74	0.00	0.0%	10,242,322.29	1,791,738.45	17.49%
Sinking Fund Balances							
13005 · Fire Dept Sinking Fund	10,136.98	10,136.98	0.00	0.0%	10,136.98	0.00	0.0%
13010 · Street Equipment Sinking Fund	26,236.62	26,236.62	0.00	0.0%	26,236.62	0.00	0.0%
13017 · Sewer Dept Equip Sinking	10,000.00	10,000.00	0.00	0.0%	10,000.00	0.00	0.0%
13018 · Sewer and Waste Water Improvmt	115,695.97	115,695.97	0.00	0.0%	183,030.97	-67,335.00	-36.79%
13019 · Water Tower Maintenance Sinking	61,932.00	61,932.00	0.00	0.0%	53,057.00	8,875.00	16.73%
13020 · New Pool Sinking Fund	2,974.16	2,974.16	0.00	0.0%	2,974.16	0.00	0.0%
13021 · Police Dept - Equipment Sinking	29,591.00	29,591.00	0.00	0.0%	20,591.00	9,000.00	43.71%
13022 · Library Equipment Sinking	117,227.45	117,227.45	0.00	0.0%	117,227.45	0.00	0.0%
13023 · City Hall Sinking Fund	11,583.65	11,583.65	0.00	0.0%	11,583.65	0.00	0.0%
3010 · Unrestrict (retained earnings)	-1,168,111.71	-1,168,031.71	-80.00	-0.01%	282,875.80	-1,450,987.51	-512.94%
Net Income	-351,673.80	-296,706.05	-54,967.75	-18.53%	-782,374.79	430,700.99	55.05%
Total Equity	10,899,653.06	10,954,700.81	-55,047.75	-0.5%	10,177,661.13	721,991.93	7.09%
TOTAL LIABILITIES & EQUITY	15,228,796.94	15,282,802.34	-54,005.40	-0.35%	14,882,322.80	346,474.14	2.33%

*Balances Unaudited

City of Albion
Profit & Loss Budget Performance
October 2025 through September 2026

Item 12.

	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26
Enterprise Funds							
Sewer	40,210.18	-16,974.52	-152,744.32	-14,733.64	58,911.52	-18,603.19	58,058.84
Solid Waste	28,669.30	-37,963.10	45,049.63	-18,102.71	25,810.12	-16,238.96	27,696.34
Water	11,917.36	-41,023.12	-17,457.49	-20,255.70	23,218.47	-14,430.88	20,610.74
Total Enterprise Funds	80,796.84	-95,960.74	-125,152.18	-53,092.05	107,940.11	-49,273.03	106,365.92
Governmental Funds							
Municipal Lottery	218.94	273.57	74.94	353.92	416.04	505.26	452.55
Economic Development	-5,369.13	-5,513.34	-9,189.84	-2,475.47	-5,484.63	-5,664.41	-5,577.69
General	-23,015.62	38,038.69	-29,740.37	-13,210.38	34,971.47	61,197.03	-2,452.60
Park	117,792.96	-25,914.30	17,672.26	-53,694.37	14,591.24	-12,960.47	-262,179.10
Pool	2,684.14	-2,803.72	2,968.30	5,876.77	6,797.88	3,171.89	7,312.32
Police	-17,419.73	-35,569.78	-41,072.42	-8,525.23	-16,792.09	-20,155.71	32,515.00
Fire	2,810.57	-28,169.92	3,757.00	2,851.86	11,579.38	-2,731.87	-12,564.10
Library	-7,302.47	-16,041.55	-12,967.39	-2,981.47	-1,055.41	-7,120.12	19,064.18
Debt Service	-184,308.22	10,132.64	9,719.03	19,655.49	20,338.58	24,149.15	10,184.51
Street	-75,768.45	13,729.30	15,533.47	-17,891.20	28,693.78	21,197.81	32,732.16
Sales Tax	20,840.89	19,498.42	18,571.01	20,895.64	-59,901.86	17,367.76	19,097.96
Total Governmental Funds	-168,836.12	-32,339.99	-24,674.01	-49,144.44	34,154.38	78,956.32	-161,414.81
TOTAL	-88,039.28	-128,300.73	-149,826.19	-102,236.49	142,094.49	29,683.29	-55,048.89

City of Albion
Profit & Loss Budget Performance
October 2025 through September 2026

Item 12.

	Oct '25 - Apr 26	Annual Budget	Difference to Annual Budget	Notes
Enterprise Funds				
Sewer	-45,875.13	0.00	-45,875.13	*Debt Payment on WWTF paid in December *Capital projects completed n 2024-25
Solid Waste	54,920.62	-23,365.00	78,285.62	
Water	-37,420.62	-41,520.00	4,099.38	*Capital projects completed in 2024-25
Total Enterprise Funds	-28,375.13	-64,885.00	36,509.87	
Governmental Funds				
Municipal Lottery	2,295.22	-460.00	2,755.22	
Economic Development	-39,274.51	400.00	-39,674.51	
General	65,788.22	6,294.00	59,494.22	
Park	-204,691.78	-91,692.00	-112,999.78	*Capital projects underway and to be completed this year. *Grant Pay Application in amount of \$276,431.72 pending receipt in May 2025.
Pool	26,007.58	440.00	25,567.58	
Police	-107,019.96	-49,775.00	-57,244.96	
Fire	-22,467.08	-58,228.00	35,760.92	
Library	-28,404.23	-17,461.00	-10,943.23	
Debt Service	-90,128.82	6,109.00	-96,237.82	*Pool and Street Debt Payments in October *Property Tax and Sales Tax Revenues throughout year will bring this back into balance
Street	18,226.87	43,776.00	-25,549.13	*Large transfer to Debt Service for Street Bond Payment in October
Sales Tax	56,369.82	-15,000.00	71,369.82	
Total Governmental Funds	-323,298.67	-175,597.00	-147,701.67	
TOTAL	-351,673.80	-240,482.00	-111,191.80	



AGENDA MEMO

MEETING NAME: Albion City Council Meeting

DATE: May 12, 2026

ITEM NAME: **CONSIDER BILLS FOR APPROVAL**

*REVIEW MONTHLY BILLS REPORT AND CONSIDER FOR APPROVAL AND PAYMENT

*CONSIDER PAY APPLICATION #3 OF GEHRING CONSTRUCTION FOR THE CLARK PARK AND TRAIL PROJECT

PRESENTER(S):

Administrator Devine/Deputy Clerk Ketteler

BACKGROUND INFORMATION:

- 1) The Bills Report is enclosed for affirmation and approval.
- 2) Pay Application #3 has been reviewed and recommended for approval by Ryan Kavan of JEO. Administration also recommends approval. The project continues to progress well, with good communication between the City, Contractors, and JEO project reps.

MOTION: To approve bills report for payment and affirm all paid claims as presented, except for bills from Speed Services (if any)

BY:

2ND:

ROLL CALL: Dailey _____ Porter _____ Tisthammer _____ Johnson _____

MOTION: To approve bills from Speed Services for payment.

BY:

2ND:

ROLL CALL: Tisthammer _____ Dailey _____ Johnson _____ Porter _____

MOTION: To approve Pay Application #3 of Gehring Construction for the Clark Park and Trail Project in the amount of \$228,012.83.

BY:

2ND:

ROLL CALL: Dailey _____ Johnson _____ Porter _____ Tisthammer _____

City of Albion
Bills Report
 May 12, 2026

Date	Num	Name	Memo	Account	Amount
Enterprise Funds					
Sewer					
05/12/2026		Albion Thriftyway	Ticket # 9383 - Cleaning Supplies	60010 · Janitor Supply	-67.95
05/12/2026		Albion Thriftyway	Ticket # 4108 - Coffee	60002 · Shop Supplies	-4.75
05/12/2026	Inv.# 235622	Applied Connective Technologies	Phone and Wi-Fi Down at Sewer Plant	62001 · Telephone/Internet	-124.37
05/12/2026	Inv.# 235964	Applied Connective Technologies	SECURITY MANAGED SERVICES	62001 · Telephone/Internet	-37.48
05/12/2026	Inv.# 235734	Applied Connective Technologies	MANAGED IT SERVICES	62001 · Telephone/Internet	-182.23
05/12/2026		Bomgaars Supply Inc.	Inv.# 29088326 - Cultivator, By-Pass Pruner	60002 · Shop Supplies	-17.98
05/12/2026		Bomgaars Supply Inc.	Inv.# 29089294 - Electrical Tape, Coupler Gasket, Wire ...	61003 · Equipment Maintenance	-10.27
05/12/2026		Bomgaars Supply Inc.	Inv.# 29091998 - Cable Ties & Clamps, Electrical Tape, ...	60002 · Shop Supplies	-31.54
05/12/2026		Bomgaars Supply Inc.	Inv. # 29094383 - Screwdriver Set, Wire Connectors, Du...	60002 · Shop Supplies	-69.94
05/12/2026		Frontier	private data line - Acc't 402-196-0497-040804-2	62001 · Telephone/Internet	-10.64
05/12/2026		Frontier	ACCT#402-395-9910-022513-2	62001 · Telephone/Internet	-149.46
05/12/2026	Inv.# 5791832	Jackson Services	Uniforms + Good Life Garment Plan-Landauer	70506 · Uniforms	-1.14
05/12/2026	Inv.# 5791832	Jackson Services	Uniforms + Good Life Garment Plan-Morearty	70506 · Uniforms	-2.86
05/12/2026	Inv.# 5791832	Jackson Services	Uniforms + Good Life Garment Plan-Redler	70506 · Uniforms	-2.40
05/12/2026	Inv.# 5791832	Jackson Services	Uniforms + Good Life Garment Plan-Zoubek	70506 · Uniforms	-5.71
05/12/2026	Inv.# 5798819	Jackson Services	Uniforms + Good Life Garment Plan-Landauer	70506 · Uniforms	-1.14
05/12/2026	Inv.# 5798819	Jackson Services	Uniforms + Good Life Garment Plan-Morearty	70506 · Uniforms	-2.86
05/12/2026	Inv.# 5798819	Jackson Services	Uniforms + Good Life Garment Plan-Redler	70506 · Uniforms	-2.40
05/12/2026	Inv.# 5798819	Jackson Services	Uniforms + Good Life Garment Plan-Zoubek	70506 · Uniforms	-5.71
05/12/2026	Inv.# 5798819	Jackson Services	Shop Towels	60002 · Shop Supplies	-4.89
05/12/2026	Inv.# 5802839	Jackson Services	Uniforms + Good Life Garment Plan-Landauer	70506 · Uniforms	-1.14
05/12/2026	Inv.# 5802839	Jackson Services	Uniforms + Good Life Garment Plan-Morearty	70506 · Uniforms	-2.86
05/12/2026	Inv.# 5802839	Jackson Services	Uniforms + Good Life Garment Plan-Redler	70506 · Uniforms	-2.40
05/12/2026	Inv.# 5802839	Jackson Services	Uniforms + Good Life Garment Plan-Zoubek	70506 · Uniforms	-5.71
05/12/2026	Inv.# 5809120	Jackson Services	Uniforms + Good Life Garment Plan-Landauer	70506 · Uniforms	-1.14
05/12/2026	Inv.# 5809120	Jackson Services	Uniforms + Good Life Garment Plan-Morearty	70506 · Uniforms	-2.86
05/12/2026	Inv.# 5809120	Jackson Services	Uniforms + Good Life Garment Plan-Redler	70506 · Uniforms	-2.40
05/12/2026	Inv.# 5809120	Jackson Services	Uniforms + Good Life Garment Plan-Zoubek	70506 · Uniforms	-5.71
05/12/2026	Inv.# AR06411	Kayton International Inc.	Lease Case IH Max 125 Tractor 5/1-5/31/26	60015 · Equipment Rent	-375.00
05/12/2026	Inv.# 78063	Loup Power District	wastewater analysis	62000 · Utilities	-2,265.65
05/12/2026	Inv.# 1284839	Midwest Laboratories	Business Fiber - Sewer Plant, 5/1/26-5/31/26	66016 · Lab Costs	-396.92
05/12/2026	Inv.# 299933	Stealth Broadband	Bulk Postage for Bi-Monthly Bills	62001 · Telephone/Internet	-99.00
05/12/2026		United States Postal Service		66013 · Postage	-333.33
Total Sewer					-4,229.84
Solid Waste					
05/12/2026	Inv.# 235964	Applied Connective Technologies	SECURITY MANAGED SERVICES	62001 · Telephone/Internet	-10.00
05/12/2026	Inv.# 235734	Applied Connective Technologies	MANAGED IT SERVICES	62001 · Telephone/Internet	-36.44
05/12/2026		Bud's Sanitary Service	April 2026	66009 · Landfill	-17,116.75
05/12/2026		U. S. Bank	Reconyx- Tree Pile Cameras	80000 · Capital Outlay	-3,318.62
05/12/2026		U. S. Bank	Reconyx- Annual Cellular Access to Tree/Grass Waste ...	62001 · Telephone/Internet	-214.00
05/12/2026		United States Postal Service	Bulk Postage for Bi-Monthly Bills	66013 · Postage	-333.33
Total Solid Waste					-21,029.14

City of Albion
Bills Report
 May 12, 2026

Date	Num	Name	Memo	Account	Amount
Water					
05/12/2026		Albion Thriftyway	Ticket # 4108 - Coffee	60002 · Shop Supplies	-4.75
05/12/2026	Inv.# 235964	Applied Connective Technologies	SECURITY MANAGED SERVICES	62001 · Telephone/Internet	-37.48
05/12/2026	Inv.# 235734	Applied Connective Technologies	MANAGED IT SERVICES	62001 · Telephone/Internet	-182.23
05/12/2026		Black Hills Energy-4228220486	acc't #4228220486	62000 · Utilities	-48.75
05/12/2026		Black Hills Energy 5933884563	acc't #5933884563	62000 · Utilities	-120.64
05/12/2026		Bomgaars Supply Inc.	Inv.# 29090027 - Reducing Couplings, Pipe Nipples	60004 · Parts	-57.74
05/12/2026		Frontier	395.1215	62001 · Telephone/Internet	-9.33
05/12/2026		Frontier	private data line - Acc't 402-196-0496-040804-2	62001 · Telephone/Internet	-10.64
05/12/2026		Frontier	Acc't # 4023952446 022712 2	62001 · Telephone/Internet	-155.45
05/12/2026	Inv.# 5791832	Jackson Services	Uniforms + Good Life Garment Plan-Landauer	70506 · Uniforms	-1.14
05/12/2026	Inv.# 5791832	Jackson Services	Uniforms + Good Life Garment Plan-Morearty	70506 · Uniforms	-5.71
05/12/2026	Inv.# 5791832	Jackson Services	Uniforms + Good Life Garment Plan-Redler	70506 · Uniforms	-2.46
05/12/2026	Inv.# 5791832	Jackson Services	Uniforms + Good Life Garment Plan-Zoubek	70506 · Uniforms	-2.86
05/12/2026	Inv.# 5798819	Jackson Services	Uniforms + Good Life Garment Plan-Landauer	70506 · Uniforms	-1.14
05/12/2026	Inv.# 5798819	Jackson Services	Uniforms + Good Life Garment Plan-Morearty	70506 · Uniforms	-5.71
05/12/2026	Inv.# 5798819	Jackson Services	Uniforms + Good Life Garment Plan-Redler	70506 · Uniforms	-2.46
05/12/2026	Inv.# 5798819	Jackson Services	Uniforms + Good Life Garment Plan-Zoubek	70506 · Uniforms	-2.86
05/12/2026	Inv.# 5798819	Jackson Services	Shop Towels	60002 · Shop Supplies	-4.89
05/12/2026	Inv.# 5802839	Jackson Services	Uniforms + Good Life Garment Plan-Landauer	70506 · Uniforms	-1.14
05/12/2026	Inv.# 5802839	Jackson Services	Uniforms + Good Life Garment Plan-Morearty	70506 · Uniforms	-5.71
05/12/2026	Inv.# 5802839	Jackson Services	Uniforms + Good Life Garment Plan-Redler	70506 · Uniforms	-2.46
05/12/2026	Inv.# 5802839	Jackson Services	Uniforms + Good Life Garment Plan-Zoubek	70506 · Uniforms	-2.86
05/12/2026	Inv.# 5809120	Jackson Services	Uniforms + Good Life Garment Plan-Landauer	70506 · Uniforms	-1.14
05/12/2026	Inv.# 5809120	Jackson Services	Uniforms + Good Life Garment Plan-Morearty	70506 · Uniforms	-5.71
05/12/2026	Inv.# 5809120	Jackson Services	Uniforms + Good Life Garment Plan-Redler	70506 · Uniforms	-2.46
05/12/2026	Inv.# 5809120	Jackson Services	Uniforms + Good Life Garment Plan-Zoubek	70506 · Uniforms	-2.86
05/12/2026	Inv.# 78063	Loup Power District		62000 · Utilities	-1,279.16
05/12/2026	Inv.# 0972500-IN	Municipal Supply, Inc.	5' Foreign Valve Box w/Lid	60004 · Parts	-1,374.00
05/12/2026	Inv.# 0972500-IN	Municipal Supply, Inc.	Valve Box Extension-Sigma	60004 · Parts	-117.00
05/12/2026	Inv.# 0972500-IN	Municipal Supply, Inc.	1" NL PJ/CTS BR Curb Stop	60004 · Parts	-198.75
05/12/2026	Inv.# 0972500-IN	Municipal Supply, Inc.	1" NL TH X PJ Coup/Cop/CTS/PL	60004 · Parts	-94.50
05/12/2026	Inv.# 0972500-IN	Municipal Supply, Inc.	5' Minn Curb Box	60004 · Parts	-78.41
05/12/2026	Inv.# 0972500-IN	Municipal Supply, Inc.	6' PL STY TPT 1 1/2 Minn	60004 · Parts	-84.21
05/12/2026	Inv.# 0972501-IN	Municipal Supply, Inc.	3" X 17" Mach 10 CFT Meter for Hospital	60022 · Water Meters	-3,611.28
05/12/2026	Inv.# 0972501-IN	Municipal Supply, Inc.	Shipping of Meter	60007 · Freight	-36.82
05/12/2026	Inv.# 0973322-IN	Municipal Supply, Inc.	1" and 3/4" Hammer Flare Tools	60021 · Tools and Equipment	-83.53
05/12/2026	Inv.# 0973322-IN	Municipal Supply, Inc.	Shipping of Hammer Flare Tools	60007 · Freight	-17.66
05/12/2026	Inv.# 0974220-IN	Municipal Supply, Inc.	Curb Stop Box Lids	61004 · Maintenance - Distrib. ...	-97.02
05/12/2026	Inv.# 0974220-IN	Municipal Supply, Inc.	Shipping of Curb Stop Box Lids	60007 · Freight	-16.67
05/12/2026	Inv.# 602166	NE Public Health Environmental Lab	Lab Samples	66016 · Lab Costs	-43.00
05/12/2026	Inv.# 6040122	One Call Concepts, Inc.	Locate Fee - April 2026	66014 · Locates	-28.23
05/12/2026		United States Postal Service	Bulk Postage for Bi-Monthly Bills	66013 · Postage	-333.34
05/12/2026	Inv# 6142144241	Verizon-Fire	ACC'T#983740330-00002 - Phone	62001 · Telephone/Internet	-65.31
05/12/2026		Verizon-Wynn	Acc't # 283742819-00001 - Wynn	62001 · Telephone/Internet	-40.00

9:54 AM
 05/08/26
 Accrual Basis

City of Albion
 Bills Report
 May 12, 2026

Item 13.

Date	Num	Name	Memo	Account	Amount
05/12/2026		Viaero-Redler	acc't # 575770-Redler	62001 · Telephone/Internet	-40.00
05/12/2026	Inv. # 7781	Wahoo Heritage Inn	Redler lodging- Backflow training/testing 4/13-4/16/26	64001 · Travel/Training	-433.16
Total Water					-8,752.63
Total Enterprise Funds					-34,011.61
Governmental Funds					
Economic Development					
05/12/2026		Verizon-Wetovick	acc't # 989945521-00001-Wetovick	62001 · Telephone/Internet	-40.00
Total Economic Development					-40.00
General					
05/12/2026	Inv.#19FD-Y4V3-RX...	Amazon Capital Services	Coffee	60001 · Office supplies	-101.21
05/12/2026	Inv.#19FD-Y4V3-RX...	Amazon Capital Services	Nebraska Flags	60001 · Office supplies	-49.98
05/12/2026	Inv.# 235964	Applied Connective Technologies	SECURITY MANAGED SERVICES	62001 · Telephone/Internet	-27.49
05/12/2026	Inv.# 235734	Applied Connective Technologies	MANAGED IT SERVICES	62001 · Telephone/Internet	-133.63
05/12/2026	Inv.#	Bird & Wright, P.C.		70507 · Attorney Fees	-1,200.00
05/12/2026		BJ'S Sandhill Electric	Office Lights	61000 · Building Maintenance	-1,201.70
05/12/2026		Black Hills Energy 5139270397	acc't 5139270397	62000 · Utilities	-223.72
05/12/2026		Bo. Co. Register of Deeds	Release of Lien	66002 · Printing/Legal	-10.00
05/12/2026	Inv.# 5331968906	Cintas	Stock Medicine Cabinet	60001 · Office supplies	-29.01
05/12/2026	Inv.# 5791832	Jackson Services	Inventory Maintenance, Service Charge & Market Based...	65000 · Miscellaneous	-16.90
05/12/2026	Inv.# 5798819	Jackson Services	Inventory Maintenance, Service Charge & Market Based...	65000 · Miscellaneous	-21.27
05/12/2026	Inv.# 5798819	Jackson Services	Mats	60010 · Janitor Supply	-27.45
05/12/2026	Inv.# 5802839	Jackson Services	Inventory Maintenance, Service Charge & Market Based...	65000 · Miscellaneous	-17.01
05/12/2026	Inv.# 5809120	Jackson Services	Inventory Maintenance, Service Charge & Market Based...	65000 · Miscellaneous	-18.06
05/12/2026	Inv.# 5809120	Jackson Services	Mats	60010 · Janitor Supply	-27.45
05/12/2026	Inv.# 78063	Loup Power District		62000 · Utilities	-322.69
05/12/2026	Inv.# 48543372	Quill Corporation	Sortkwik, Tab Index Dividers	60001 · Office supplies	-14.08
05/12/2026	Inv.# 48572220	Quill Corporation	Quickbooks Envelopes	60001 · Office supplies	-127.38
05/12/2026	Inv.# 299933	Stealth Broadband	Fiber X Business GIG - City Hall, 5/1/26-5/31/26	62001 · Telephone/Internet	-99.00
05/12/2026	Inv.# 299933	Stealth Broadband	Static IP - City Hall, 5/1/26-5/31/26	62001 · Telephone/Internet	-10.00
05/12/2026		U. S. Bank	Redler - Grade VI Water Operator License	64000 · Dues	-115.00
05/12/2026		U. S. Bank	Intuit QuickBooks Plus Annual Subscription	60001 · Office supplies	-1,954.00
05/12/2026		U.S. Cellular - Devine	Account # 854681732 - Devine	62001 · Telephone/Internet	-40.00
05/12/2026		Verizon-Ketteler	Acc't # 883728637-00001 - Ketteler	62001 · Telephone/Internet	-40.00
Total General					-5,827.03

**City of Albion
Bills Report
May 12, 2026**

Date	Num	Name	Memo	Account	Amount
Park					
05/12/2026		Albion Thriftyway	Ticket # 4108 - Coffee	60002 · Shop Supplies	-4.74
05/12/2026	Inv.# 235622	Applied Connective Technologies	Phone and Wi-Fi Down at Sports Complex	62001 · Telephone/Internet	-124.38
05/12/2026	Inv.# 235964	Applied Connective Technologies	SECURITY MANAGED SERVICES	62001 · Telephone/Internet	-42.48
05/12/2026	Inv.# 235734	Applied Connective Technologies	MANAGED IT SERVICES	62001 · Telephone/Internet	-218.67
05/12/2026	Inv.# 79NV068699	Arnold Motor Sply	Engine Oil Filter & Oil	61003 · Equipment Maintenance	-27.45
05/12/2026	Inv.# 79NV068708	Arnold Motor Sply	80W90 12/1 Qt Oil	61003 · Equipment Maintenance	-9.22
05/12/2026	Inv.# 79NV068718	Arnold Motor Sply	Washer Fluid	60002 · Shop Supplies	-12.45
05/12/2026		Black Hills Energy-1246149692	Cardinal Cage	62000 · Utilities	-169.21
05/12/2026		Bomgaars Supply Inc.	Inv.# 29089621 - Goggles, Cable Ties	60002 · Shop Supplies	-50.97
05/12/2026		Bomgaars Supply Inc.	Inv.# 29088267 - Outside Faucet Cover	61005 · Maintainance Fuller Park	-4.29
05/12/2026		Bomgaars Supply Inc.	Inv.# 29090352 - Cable Ties	60002 · Shop Supplies	-30.23
05/12/2026		Bomgaars Supply Inc.	Inv.# 29094013 - Trimmer Line	61003 · Equipment Maintenance	-14.99
05/12/2026		Cedar Valley Lumber	Inv.# 2604-208124 - 2X4X10' for Cardinal Cage	80000 · Capital Outlay	-35.34
05/12/2026		Cedar Valley Lumber	Inv.# 2604-208243 - 250' 3/16" 7X19 Cable for Cardinal ...	80000 · Capital Outlay	-105.00
05/12/2026	Inv.# 9881617675	Grainger	Pennant String for Sports Complex Parking Lot	61002 · Maint Sports Complex	-168.50
05/12/2026	Inv.# 5791832	Jackson Services	Uniforms + Good Life Garment Plan-Landauer	70506 · Uniforms	-5.72
05/12/2026	Inv.# 5798819	Jackson Services	Uniforms + Good Life Garment Plan-Landauer	70506 · Uniforms	-5.72
05/12/2026	Inv.# 5798819	Jackson Services	Shop Towels	60002 · Shop Supplies	-4.89
05/12/2026	Inv.# 5802839	Jackson Services	Uniforms + Good Life Garment Plan-Landauer	70506 · Uniforms	-5.72
05/12/2026	Inv.# 5809120	Jackson Services	Uniforms + Good Life Garment Plan-Landauer	70506 · Uniforms	-5.72
05/12/2026	Inv.# 5809120	Jackson Services	Toilet Tissue	60010 · Janitor Supply	-111.24
05/12/2026	Inv.# AI34306	Kayton's	Hytran 2.5	61003 · Equipment Maintenance	-63.44
05/12/2026	Inv.# AI34306	Kayton's	85W-140	61003 · Equipment Maintenance	-32.74
05/12/2026	Inv.# 78063	Loup Power District		62000 · Utilities	-470.78
05/12/2026	Inv.# 410	Mueller Sprinkler	Service on sprinklers at Fuller Park	91050 · Sprinkler Reserve	-187.30
05/12/2026	Inv.# 0974219-IN	Municipal Supply, Inc.	Backflow Installation Kit for Sports Complex	61002 · Maint Sports Complex	-58.25
05/12/2026	Inv.# 0974219-IN	Municipal Supply, Inc.	Shipping of Backflow Installation Kit	60007 · Freight	-36.87
05/12/2026	Inv.# 321014671	Palmer Eye Care PC	Landauer - foreign object in eye while mowing on 4/17/26	63001 · Health/Life Insurance	-207.00
05/12/2026	Inv.# 299933	Stealth Broadband	Fiber X Business GIG - Mini Park, 5/1/26-5/31/26	62001 · Telephone/Internet	-99.00
05/12/2026	Inv.# 299933	Stealth Broadband	Static IP - Mini Park, 5/1/26-5/31/26	62001 · Telephone/Internet	-10.00
05/12/2026	Inv.# 299933	Stealth Broadband	Business Fiber - Sports Complex, 5/1/26-5/31/26	62001 · Telephone/Internet	-99.00
05/12/2026	Inv.# 299933	Stealth Broadband	Business Fiber - Cardinal Cage, 5/1/26-5/31/26	62001 · Telephone/Internet	-99.00
05/12/2026	Inv.# 391642	Ty's Outdoor Power & Service	Hour Meter for Park Mower	61003 · Equipment Maintenance	-115.50
05/12/2026		U. S. Bank	Paddle.net. - Online Sprinkler Operation	66026 · Mosquito/Fertilizer/La...	-139.26
05/12/2026		U. S. Bank	Paddle.net. - Hydrawise Plan Subscription 5/2/26-5/2/27	66026 · Mosquito/Fertilizer/La...	-69.63
05/12/2026	Inv.# 2957	Unlimited Sports Solutions Inc.	Indoor Quadruple Batting Cage-Slidable (1st 1/2 of bill)	80000 · Capital Outlay	-9,412.50
05/12/2026	Inv.# 3058	Unlimited Sports Solutions Inc.	Indoor Quadruple Batting Cage-Slidable (2nd 1/2 of bill)	80000 · Capital Outlay	-9,412.50
05/12/2026		Verizon-Landauer	Acc't # 483729214-00001 - Landauer	62001 · Telephone/Internet	-40.00

Total Park

-21,709.70

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City of Albion
Bills Report
May 12, 2026

Item 13.

Date	Num	Name	Memo	Account	Amount
Pool					
05/12/2026	Inv# 0261771-IN	ACCO Unlimited Corporation	Service Complete Kit FAS-DPD	60014 · Chemicals	-201.20
05/12/2026	Inv# 0261771-IN	ACCO Unlimited Corporation	Complete Test Kit FAS-DPD	60014 · Chemicals	-119.93
05/12/2026	Inv# 0261771-IN	ACCO Unlimited Corporation	Chemtrol ORP Probe	60014 · Chemicals	-850.00
05/12/2026	Inv# 0261771-IN	ACCO Unlimited Corporation	Chemtrol pH Probe	60014 · Chemicals	-790.00
05/12/2026	Inv# 0261771-IN	ACCO Unlimited Corporation	Shipping of Chemicals	60007 · Freight	-17.51
05/12/2026	Inv.# 235964	Applied Connective Technologies	SECURITY MANAGED SERVICES	62001 · Telephone/Internet	-12.50
05/12/2026	Inv.# 235734	Applied Connective Technologies	MANAGED IT SERVICES	62001 · Telephone/Internet	-60.74
Total Pool					-2,051.88
Police					
05/12/2026	Inv.# 926	Albion Car Wash	3/1/26 - 3/31/26	60012 · Car Wash	-39.00
05/12/2026	Inv.#19FD-Y4V3-RX...	Amazon Capital Services	(2) Deadbolt Door Locks, Wirless Security Camera	60003 · Equipment	-143.00
05/12/2026	Inv.#19FD-Y4V3-RX...	Amazon Capital Services	Engraved Nameplate	70506 · Uniforms	-19.95
05/12/2026	Inv.# 235964	Applied Connective Technologies	SECURITY MANAGED SERVICES	62001 · Telephone/Internet	-27.49
05/12/2026	Inv.# 235734	Applied Connective Technologies	MANAGED IT SERVICES	62001 · Telephone/Internet	-133.63
05/12/2026	Inv.# X04282026	AT&T Mobility	Internet for Tablets & MIFI Device	62001 · Telephone/Internet	-101.22
05/12/2026		AT&T Mobility - Martin	Acc't # 199086079676 - Martin	62001 · Telephone/Internet	-40.00
05/12/2026		Bomgaars Supply Inc.	Inv.# 29081423 - Batteries	60001 · Office supplies	-22.99
05/12/2026		Bomgaars Supply Inc.	Inv.# 29081789 - Air Freshners, Batteries	60001 · Office supplies	-32.97
05/12/2026	Inv.#	DAS State ACCTG	April 2026 User Fee- Radios on the State Radio System	61003 · Equipment Maintenance	-66.00
05/12/2026	Inv.# 20059	J's Auto Repair	Service work on 2017 Ram	61003 · Equipment Maintenance	-1,032.70
05/12/2026	Inv.# 78063	Loup Power District		62000 · Utilities	-99.08
05/12/2026		Verizon-Lipker	ACCT#523868262-00001- LIPKER	62001 · Telephone/Internet	-40.00
05/12/2026		Verizon-M.Lipker	ACCT#523868262-00001 - M. LIPKER	62001 · Telephone/Internet	-40.00
Total Police					-1,838.03
Fire					
05/12/2026	Inv.# 235964	Applied Connective Technologies	SECURITY MANAGED SERVICES	62001 · Telephone/Internet	-27.49
05/12/2026	Inv.# 235734	Applied Connective Technologies	MANAGED IT SERVICES	62001 · Telephone/Internet	-133.63
05/12/2026		Black Hills Energy 9341400717	acc't 9341400717	62000 · Utilities	-298.71
05/12/2026		Frontier	Acc't 402-196-0503-040804-2	62001 · Telephone/Internet	-12.71
05/12/2026		Frontier	Acc't 402-196-0501-040804-2	62001 · Telephone/Internet	-27.48
05/12/2026		Great Plains Communications	High Speed Business Internet - 5/16/26-6/15/26	62001 · Telephone/Internet	-105.00
05/12/2026	Inv.# 78063	Loup Power District		62000 · Utilities	-348.45
05/12/2026	Inv# 6142144241	Verizon-Fire	ACC'T#983740330-00002 - Phone	62001 · Telephone/Internet	-65.31
Total Fire					-1,018.78

City of Albion
Bills Report
 May 12, 2026

Date	Num	Name	Memo	Account	Amount
Library					
05/12/2026	Inv.#19FD-Y4V3-RX...	Amazon Capital Services	Books	66017-1 · Books & Magazines	-93.89
05/12/2026	Inv.#19FD-Y4V3-RX...	Amazon Capital Services	Rolling Book Cart	60001 · Office supplies	-89.90
05/12/2026	Inv.# 235676	Applied Connective Technologies	Service work on desk phone	61001 · Computer Maint	-52.00
05/12/2026	Inv.# 235946	Applied Connective Technologies	Security Managed Services	61001 · Computer Maint	-73.00
05/12/2026	Inv.# 235964	Applied Connective Technologies	SECURITY MANAGED SERVICES	62001 · Telephone/Internet	-27.49
05/12/2026	Inv.# 235734	Applied Connective Technologies	MANAGED IT SERVICES	62001 · Telephone/Internet	-133.63
05/12/2026	Inv.# 5526	Hometown Leasing	Lease # 42801438	66004 · Copier Service Contract	-112.56
05/12/2026	Inv.# 78063	Loup Power District		62000 · Utilities	-515.00
05/12/2026	Inv.# MMI167859	Modern Marketing	(100) Library Coloring Books	66117 · After School Program ...	-199.00
05/12/2026	Inv.# MMI167859	Modern Marketing	Shipping of Coloring Books	60007 · Freight	-35.65
05/12/2026	Inv.# MMI167947	Modern Marketing	(100) Statue of Liberty Colring Totes	66117 · After School Program ...	-249.00
05/12/2026	Inv.# MMI167947	Modern Marketing	Shipping of Coloring Totes	60007 · Freight	-35.65
05/12/2026	Inv.# MMI167749	Modern Marketing	(100) America 250 Presidential Rulers	66117 · After School Program ...	-99.00
05/12/2026	Inv.# MMI167749	Modern Marketing	Shipping of Rulers	60007 · Freight	-22.25
05/12/2026	Inv.# 810	Three Rivers Library System	10/17/25 Workshop Registration - Olsen	64001 · Travel/Training	-5.00
05/12/2026	Inv.# 841	Three Rivers Library System	2/11/26 Workshop Registration- Wright & Olsen	64001 · Travel/Training	-10.00
05/12/2026		Vyve Broadband	Phone/Internet	62001 · Telephone/Internet	-150.58
Total Library					-1,903.60
Street					
05/12/2026		Albion Thriftyway	Ticket # 4108 - Coffee	60002 · Shop Supplies	-4.75
05/12/2026	Inv.# 79NV068605	Arnold Motor Sply	Oil Dry	60002 · Shop Supplies	-78.24
05/12/2026	Inv.# 79NV069753	Arnold Motor Sply	(2) Funnels	60002 · Shop Supplies	-20.10
05/12/2026		Black Hills Energy 5139270397	acc't 5139270397	62000 · Utilities	-223.72
05/12/2026		Bomgaars Supply Inc.	Inv.# 29087705 - Wrenches, Seafoam Motor Tune-Up	60002 · Shop Supplies	-14.32
05/12/2026		Bomgaars Supply Inc.	Inv.# 29087883 - Battery	60002 · Shop Supplies	-29.88
05/12/2026		Bomgaars Supply Inc.	Inv.# 29088229 - Safety Eyewear, Opti-2 Lubricant	60002 · Shop Supplies	-28.97
05/12/2026		Bomgaars Supply Inc.	Inv.# 29090339 - Glasses	60002 · Shop Supplies	-13.99
05/12/2026		Bomgaars Supply Inc.	Inv.# 29092639 - Bulk Bolts, Fasteners	60002 · Shop Supplies	-21.32
05/12/2026		Bomgaars Supply Inc.	Inv.# 29094011 - Wire Staple	60002 · Shop Supplies	-2.99
05/12/2026		Bomgaars Supply Inc.	Inv.# 29094740 - Drum Liners, Y-Connector	60002 · Shop Supplies	-24.98
05/12/2026		Cedar Valley Lumber	Inv.# 2604-208428 - 6X6X12' Treated & Grave Mix	60026 · Street Maint. Program	-66.48
05/12/2026	Inv.# 5791832	Jackson Services	Uniforms + Good Life Garment Plan-Landauer	70506 · Uniforms	-3.43
05/12/2026	Inv.# 5791832	Jackson Services	Uniforms + Good Life Garment Plan-Morearty	70506 · Uniforms	-2.86
05/12/2026	Inv.# 5791832	Jackson Services	Uniforms + Good Life Garment Plan-Redler	70506 · Uniforms	-2.40
05/12/2026	Inv.# 5791832	Jackson Services	Uniforms + Good Life Garment Plan-Zoubek	70506 · Uniforms	-2.86
05/12/2026	Inv.# 5798819	Jackson Services	Uniforms + Good Life Garment Plan-Landauer	70506 · Uniforms	-3.43
05/12/2026	Inv.# 5798819	Jackson Services	Uniforms + Good Life Garment Plan-Morearty	70506 · Uniforms	-2.86
05/12/2026	Inv.# 5798819	Jackson Services	Uniforms + Good Life Garment Plan-Redler	70506 · Uniforms	-2.40
05/12/2026	Inv.# 5798819	Jackson Services	Uniforms + Good Life Garment Plan-Zoubek	70506 · Uniforms	-2.86
05/12/2026	Inv.# 5798819	Jackson Services	Shop Towels	60002 · Shop Supplies	-4.90
05/12/2026	Inv.# 5802839	Jackson Services	Uniforms + Good Life Garment Plan-Landauer	70506 · Uniforms	-3.43
05/12/2026	Inv.# 5802839	Jackson Services	Uniforms + Good Life Garment Plan-Morearty	70506 · Uniforms	-2.86
05/12/2026	Inv.# 5802839	Jackson Services	Uniforms + Good Life Garment Plan-Redler	70506 · Uniforms	-2.40
05/12/2026	Inv.# 5802839	Jackson Services	Uniforms + Good Life Garment Plan-Zoubek	70506 · Uniforms	-2.86
05/12/2026	Inv.# 5809120	Jackson Services	Uniforms + Good Life Garment Plan-Landauer	70506 · Uniforms	-3.43
05/12/2026	Inv.# 5809120	Jackson Services	Uniforms + Good Life Garment Plan-Morearty	70506 · Uniforms	-2.86

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City of Albion Bills Report May 12, 2026

Item 13.

Date	Num	Name	Memo	Account	Amount
05/12/2026	Inv.# 5809120	Jackson Services	Uniforms + Good Life Garment Plan-Redler	70506 · Uniforms	-2.40
05/12/2026	Inv.# 5809120	Jackson Services	Uniforms + Good Life Garment Plan-Zoubek	70506 · Uniforms	-2.86
05/12/2026	Inv.# AI33668	Kayton's	(2) Batteries	61003 · Equipment Maintenance	-428.88
05/12/2026	Inv.# AR06411	Kayton International Inc.	Lease Case IH Max 125 Tractor 5/1-5/31/26	60015 · Equipment Rent	-375.00
05/12/2026	Inv.# 78063	Loup Power District		62000 · Utilities	-2,604.18
05/12/2026	Inv.# 220008353	Two Rivers Auto Parts - City	Oil Filters for Street Mower	61003 · Equipment Maintenance	-8.01
05/12/2026	Inv.# 220008349	Two Rivers Auto Parts - City	Oil Filter Wrenches	60002 · Shop Supplies	-22.98
05/12/2026		Verizon-Morearty	Acc't # 588802976-00001 - Morearty	62001 · Telephone/Internet	-40.00
Total Street					-4,059.89
Total Governmental Funds					-38,448.91
TOTAL					-72,460.52

City of Albion Authorized Checks Report April 15 through May 12, 2026

Date	Num	Name	Memo	Account	Amount
Enterprise Funds					
Sewer					
04/20/2026	eft	Boone County Bank	ACH Processing Fee	80008 · Bank Charge	-32.09
05/01/2026	Debit	Clearly Communications	Acc't #SBN102508	62001 · Telephone/Internet	-17.25
04/20/2026	debit	iSolved HCM	Timekeeping Software - monthly invoice - pd ACH	61001 · Computer Maint	-7.50
04/27/2026	21042	Petty Cash	Mail Tegtmeier Water/Sewer Letter	66013 · Postage	-4.45
Total Sewer					-61.29
Solid Waste					
04/20/2026	eft	Boone County Bank	ACH Processing Fee	80008 · Bank Charge	-16.67
05/01/2026	Debit	Clearly Communications	Acc't #SBN102508	62001 · Telephone/Internet	-7.97
04/20/2026	debit	iSolved HCM	Timekeeping Software - monthly invoice - pd ACH	61001 · Computer Maint	-1.50
Total Solid Waste					-26.14
Water					
04/20/2026	eft	Boone County Bank	ACH Processing Fee	80008 · Bank Charge	-15.39
05/01/2026	Debit	Clearly Communications	Acc't #SBN102508	62001 · Telephone/Internet	-17.25
04/21/2026	21025	David Redler	253 miles @ .72.5 to Wahoo-Backflow & Cross Connection training	64001 · Travel/Training	-183.43
04/21/2026	21025	David Redler	Meals @ Backflow & Cross Connection training	64001 · Travel/Training	-105.00
04/20/2026	debit	iSolved HCM	Timekeeping Software - monthly invoice - pd ACH	61001 · Computer Maint	-7.50
04/27/2026	21042	Petty Cash	Mail Tegtmeier Water/Sewer Letter	66013 · Postage	-4.45
04/20/2026	ACH	UPS	Water Testing	60007 · Freight	-181.24
05/04/2026	ACH	UPS	Water Testing	60007 · Freight	-51.76
Total Water					-566.02
Total Enterprise Funds					-653.45
Governmental Funds					
General					
05/01/2026	21044	Andy Devine	May 2026 per employment contract	64002 · Automobile Expense	-500.00
05/01/2026	Debit	Clearly Communications	Acc't #SBN102508	62001 · Telephone/Internet	-17.25
05/05/2026	Debit	Intuit Software	Boone County Bank Deposit Slips	60001 · Office supplies	-84.89
04/20/2026	debit	iSolved HCM	Timekeeping Software - monthly invoice - pd ACH	61001 · Computer Maint	-17.00
04/27/2026	21042	Petty Cash	Additional Ounce Stamps	66013 · Postage	-11.60
Total General					-630.74
Park					
05/01/2026	Debit	Clearly Communications	Acc't #SBN102508	62001 · Telephone/Internet	-10.62
04/20/2026	debit	iSolved HCM	Timekeeping Software - monthly invoice - pd ACH	61001 · Computer Maint	-4.50
Total Park					-15.12
Pool					
05/01/2026	Debit	Clearly Communications	Acc't #SBN102508	62001 · Telephone/Internet	-10.62
Total Pool					-10.62

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Accrual Basis

City of Albion Authorized Checks Report April 15 through May 12, 2026

Item 13.

Date	Num	Name	Memo	Account	Amount
Police					
05/01/2026	Debit	Clearly Communications	Acc't #SBN102508	62001 · Telephone/Internet	-20.58
04/20/2026	debit	iSolved HCM	Timekeeping Software - monthly invoice - pd ACH	61001 · Computer Maint	-13.50
04/27/2026	21042	Petty Cash	Accident report \$ to Sheriff Dept. as Lexis Nexis ck was incorrectly pay...	65000 · Miscellaneous	-5.00
Total Police					-39.08
Fire					
05/01/2026	Debit	Clearly Communications	Acc't #SBN102508	62001 · Telephone/Internet	-20.58
Total Fire					-20.58
Library					
04/16/2026		Amazon		66017-1 · Books & Magazines	-229.34
04/20/2026		Amazon		66017-1 · Books & Magazines	-24.59
04/21/2026		Amazon		66017-1 · Books & Magazines	-13.89
04/21/2026		Amazon		66017-1 · Books & Magazines	-38.44
04/21/2026		Amazon		66017-1 · Books & Magazines	-41.72
04/21/2026		Amazon		66017-1 · Books & Magazines	-51.32
05/01/2026	Debit	Clearly Communications	Acc't #SBN102508	62001 · Telephone/Internet	-10.62
04/20/2026	debit	iSolved HCM	Timekeeping Software - monthly invoice - pd ACH	61001 · Computer Maint	-28.00
04/17/2026	21022	Stacy Wright {Reimburse}	74.20 miles @ .72.5 to Madison,NE for Cricut Workshop -3/30/26	64001 · Travel/Training	-53.80
04/17/2026	21022	Stacy Wright {Reimburse}	106.80 miles @ .72.5 to Norfolk, NE for Librarians Movie Confirm. 3/27/...	64001 · Travel/Training	-77.43
04/17/2026	21022	Stacy Wright {Reimburse}	234 miles @ .70 to Lincoln, NE for NE Makerspace Conf. 11/4/25	64001 · Travel/Training	-163.80
Total Library					-732.95
Debt Service					
04/15/2026	21021	Boone County Bank	Series 2017 Swimming Pool Refunding Bonds Dated 10-26-17	80005 · INTEREST PAYMENT	-17,280.00
04/15/2026	21021	Boone County Bank	Series 2018 Various Purpose GO Bonds	80005 · INTEREST PAYMENT	-14,178.75
Total Debt Service					-31,458.75
Street					
04/20/2026	debit	iSolved HCM	Timekeeping Software - monthly invoice - pd ACH	61001 · Computer Maint	-13.50
04/20/2026	21024	Petty Cash	postage due for sweeper part	66013 · Postage	-6.56
Total Street					-20.06
Total Governmental Funds					-32,927.90
TOTAL					-33,581.35

Progress Estimate - Unit Price Work

Owner: City of Albion, Nebraska
Engineer: JEO Consulting Group, Inc.
Contractor: Gehring Construction & Ready Mix Co., Inc.
Project: Albion City Trail
Contract: Albion City Trail

Contractor's Application for Payment

Owner's Project No.: 242074.00
Engineer's Project No.:
Contractor's Project No.:

A	B	C	D	E	F	G		H	I	J	K	L
						Item Quantity	Units					
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
Original Contract												
GROUP A - W. CLARK ST. TO BASKETBALL/TENNIS COURT 49+28.75 - 72+78.94												
1	Mobilization	1	LS	10,000.00	10,000.00	0.80	8,000.00	-	8,000.00	80%	2,000.00	
2	Bonding and Insurance	1	LS	1,700.00	1,700.00	0.50	850.00	-	850.00	50%	850.00	
3	Temporary Traffic Control Measures	1	EA	5,000.00	5,000.00	1.00	5,000.00	-	5,000.00	100%	-	
4	Clearing and Grubbing	1	LS	15,000.00	15,000.00	1.00	15,000.00	-	15,000.00	100%	-	
5	Adjust Curb Stop to Grade	1	EA	500.00	500.00	1.00	500.00	-	500.00	100%	-	
6	Adjust Water Valve Box to Grade	1	EA	500.00	500.00	1.00	500.00	-	500.00	100%	-	
7	Adjust Fire Hydrant to Grade	2	EA	750.00	1,500.00	-	-	-	-	0%	1,500.00	
8	Adjust Fiber Optic Box to Grade	1	EA	1,000.00	1,000.00	-	-	-	-	0%	1,000.00	
9	Remove and Reset Sign	3	EA	500.00	1,500.00	-	-	-	-	0%	1,500.00	
10	Remove Concrete Sidewalk	85	SF	1.50	127.50	186.00	279.00	279.00	279.00	219%	(151.50)	
11	Remove and Replace Existing Concrete Curb and Gutter	61	LF	30.00	1,830.00	51.00	1,530.00	1,530.00	1,530.00	84%	300.00	
12	Remove Tree	1	EA	2,800.00	2,800.00	1.00	2,800.00	-	2,800.00	100%	-	
13	Remove CMP Storm Pipe	18	LF	21.00	378.00	18.00	378.00	-	378.00	100%	-	
14	Repair Lawn Sprinkler Systems	5	EA	900.00	4,500.00	5.00	4,500.00	-	4,500.00	100%	-	
15	5" Concrete Trail	1,024	SY	52.00	53,248.00	1,024.00	53,248.00	-	53,248.00	100%	-	
16	8" Concrete Trail	377	SY	62.00	23,374.00	377.00	23,374.00	-	23,374.00	100%	-	
17	Detectable Warning Panels	120	SF	40.00	4,800.00	120.00	4,800.00	-	4,800.00	100%	-	
18	6" Concrete Driveway	20	SY	55.00	1,100.00	20.00	1,100.00	-	1,100.00	100%	-	
19	4" Aggregate Course	35	TON	75.00	2,625.00	35.00	2,625.00	-	2,625.00	100%	-	
20	Remove and Reset Fence	34	LF	15.00	510.00	34.00	510.00	-	510.00	100%	-	
21	Install Traffic Sign and Post	12	EA	250.00	3,000.00	-	-	-	-	0%	3,000.00	
22	18" Round Equivalent (RE) RCP, Class III	25	LF	68.00	1,700.00	25.00	1,700.00	-	1,700.00	100%	-	
23	30" Round Equivalent (RE) RCP, Class III	19	LF	115.00	2,185.00	19.00	2,185.00	-	2,185.00	100%	-	
24	18" Round Equivalent (RE) RCP Flared End Section	2	EA	1,275.00	2,550.00	2.00	2,550.00	-	2,550.00	100%	-	
25	30" Round Equivalent (RE) RCP Flared End Section	2	EA	1,500.00	3,000.00	2.00	3,000.00	-	3,000.00	100%	-	
26	6" PVC Pipe	14	LF	60.00	840.00	14.00	840.00	-	840.00	100%	-	
27	24" White Preformed Pavement Marking, Type 4, Grooved	30	LS	2,400.00	2,400.00	-	-	-	-	0%	2,400.00	
28	Flexible Traffic Delineator Posts	45	EA	52.00	2,340.00	45.00	2,340.00	-	2,340.00	100%	-	
29	Seeding, Fertilizer and Mulch	0.6	ACRE	10,000.00	6,000.00	0.60	6,000.00	-	6,000.00	100%	-	
30	Excavation, Established Quantity	367	CY	25.00	9,175.00	367.00	9,175.00	-	9,175.00	100%	-	
GROUP B - SOUTH OF W. STATE STREET TO CLARK ST. 28+88 - 49+28.75												
1	Mobilization	1	LS	10,000.00	10,000.00	0.80	8,000.00	-	8,000.00	80%	2,000.00	
2	Bonding and Insurance	1	LS	2,000.00	2,000.00	0.50	1,000.00	-	1,000.00	50%	1,000.00	
3	Temporary Traffic Control Measures	1	EA	5,000.00	5,000.00	0.50	2,500.00	-	2,500.00	50%	2,500.00	
4	Clearing and Grubbing	1	LS	15,000.00	15,000.00	1.00	15,000.00	-	15,000.00	100%	-	
5	Adjust Curb Stop to Grade	2	EA	500.00	1,000.00	2.00	1,000.00	-	1,000.00	100%	-	
6	Adjust Clean Out to Grade	1	EA	500.00	500.00	1.00	500.00	-	500.00	100%	-	
7	Remove and Reset Sign	5	EA	500.00	2,500.00	2.00	1,000.00	-	1,000.00	40%	1,500.00	

Item 13.

Progress Estimate - Unit Price Work

Owner: City of Albion, Nebraska
 Engineer: JFO Consulting Group, Inc.
 Contractor: Gehring Construction & Ready Mix Co., Inc.
 Project: Albion City Trail
 Contract: Albion City Trail

Owner's Project No.: 242074.00
 Engineer's Project No.:
 Contractor's Project No.:

Contractor's Application for Payment

Application No.: 3 Application Period: From 03/30/26 to 04/29/26 Application Date: 04/29/26

A	B	C	D	E			F	G		H	I	J	K	L	
				Item Quantity	Units	Unit Price (\$)		Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work						Value of Work Completed to Date (E X G) (\$)
8	Remove and Reset Mailbox	1	EA	500.00	500.00	500.00	1.00	1.00	500.00	500.00	500.00	100%	-		
9	Remove Concrete Sidewalk	2,025	SF	1.50	3,037.50	3,453.00	2,302.00	2,302.00	3,453.00	3,453.00	3,453.00	114%	(415.50)		
10	Remove and Replace Existing Concrete Curb and Gutter	255	LF	30.00	7,650.00	5,100.00	170.00	170.00	5,100.00	5,100.00	5,100.00	67%	2,550.00		
11	Remove Tree	6	EA	2,800.00	16,800.00	16,800.00	6.00	6.00	16,800.00	16,800.00	16,800.00	100%	-		
12	Remove Stump	2	EA	500.00	1,000.00	500.00	1.00	1.00	500.00	500.00	500.00	50%	500.00		
13	Remove driveway	222	SY	12.00	2,664.00	1,872.00	156.00	156.00	1,872.00	1,872.00	1,872.00	70%	792.00		
14	Repair Lawn Sprinkler Systems	15	EA	900.00	13,500.00	4,500.00	5.00	5.00	4,500.00	4,500.00	4,500.00	33%	9,000.00		
15	5" Concrete Trail	1,073	SY	52.00	55,796.00	42,120.00	810.00	810.00	42,120.00	42,120.00	42,120.00	75%	13,676.00		
16	Detectable Warning Panels	172	SF	40.00	6,880.00	4,960.00	124.00	124.00	4,960.00	4,960.00	4,960.00	72%	1,920.00		
17	6" Concrete Driveway	285	SY	55.00	15,675.00	13,860.00	252.00	252.00	13,860.00	13,860.00	13,860.00	88%	1,815.00		
18	4" Aggregate Course	6	TON	75.00	450.00	450.00	6.00	6.00	450.00	450.00	450.00	100%	-		
19	Concrete Curb and Gutter	19	LF	125.00	2,375.00	600.00	-	-	-	-	-	0%	2,375.00		
20	6" Riser	12	LF	50.00	600.00	2,025.00	81.00	81.00	2,025.00	2,025.00	2,025.00	100%	600.00		
21	Remove and Reset Fence	81	EA	250.00	1,250.00	-	-	-	-	-	-	0%	1,250.00		
22	Install Traffic Sign and Post	5	EA	80.00	3,840.00	3,840.00	-	-	-	-	-	0%	3,840.00		
23	24" White Preformed Pavement Marking (Type 4, Grooved)	48	LF	1,650.00	3,300.00	1,081.00	-	-	-	-	-	0%	3,300.00		
24	Pedestal Pole, Type PP-12 (Foundation Subsidiary to Pole)	2	EA	540.50	1,081.00	-	-	-	-	-	-	0%	1,081.00		
25	Pedestrian Push Button, Type PPB	1	LS	10,627.50	10,627.50	-	-	-	-	-	-	0%	10,627.50		
26	Solar-Powered Rectangular Rapid Flashing Beacon (Includes Seeding, Fertilizer and Mulch	0.3	ACRE	10,000.00	3,000.00	5,000.00	0.50	0.50	5,000.00	5,000.00	5,000.00	167%	(2,000.00)		
27	Excavation, Established Quantity	284	CY	25.00	7,100.00	6,375.00	255.00	255.00	6,375.00	6,375.00	6,375.00	90%	725.00		
GROUP C - PARK															
1	Mobilization	1	LS	5,000.00	5,000.00	5,000.00	1.00	1.00	5,000.00	5,000.00	5,000.00	100%	-		
2	Bonding and Insurance	1	LS	4,028.00	4,028.00	2,014.00	0.50	0.50	2,014.00	2,014.00	2,014.00	50%	2,014.00		
3	Clearing and Grubbing	1	LS	5,000.00	5,000.00	5,000.00	1.00	1.00	5,000.00	5,000.00	5,000.00	100%	-		
4	Remove Tree	1	EA	800.00	800.00	800.00	1.00	1.00	800.00	800.00	800.00	100%	-		
5	Remove Pavement	33	SY	12.00	396.00	396.00	33.00	33.00	396.00	396.00	396.00	100%	-		
6	Repair Lawn Sprinkler Systems	1	EA	5,000.00	5,000.00	-	-	-	-	-	-	0%	5,000.00		
7	5" Concrete Trail	61	SY	52.00	3,172.00	2,704.00	52.00	52.00	2,704.00	2,704.00	2,704.00	85%	468.00		
8	8" Concrete Pavement	33	SY	62.00	2,046.00	2,046.00	33.00	33.00	2,046.00	2,046.00	2,046.00	100%	-		
9	4" PVC Sanitary Sewer Service, SDR 26	65	LF	58.00	3,770.00	3,770.00	65.00	65.00	3,770.00	3,770.00	3,770.00	100%	-		
10	1" PE Water Service (SDR 7)	104	LF	37.00	3,848.00	2,220.00	60.00	60.00	2,220.00	2,220.00	2,220.00	58%	1,628.00		
11	2-1/2" PVC-80	88	LF	42.00	3,696.00	-	-	-	-	-	-	0%	3,696.00		
12	Picnic Shelter/Bathroom Building	1	LS	364,000.00	364,000.00	236,600.00	0.65	0.65	236,600.00	236,600.00	236,600.00	65%	127,400.00		
13	Seeding, Fertilizer and Mulch	0.2	ACRE	10,000.00	2,000.00	-	-	-	-	-	-	0%	2,000.00		
Original Contract Totals										\$	763,089.50	\$	549,849.00	\$	213,240.50



AGENDA MEMO

MEETING NAME: Albion City Council

DATE: May 12, 2026

ITEM NAME: **CONSIDER EMPLOYEE EVALUATIONS FOR APPROVAL**

PRESENTER(S):

BACKGROUND INFORMATION:

Corey Zoubek Evaluation is ENCLOSED in Mayor and Council Packets only

The Mayor will be conducting Brent Lipker’s evaluation on Monday and it will be available at the meeting.

DISCUSSION:

MOTION: To approve the employee evaluations and step raises of Corey Zoubek and Brent Lipker

BY:

2ND:

ROLL CALL: Johnson _____ Porter _____ Tisthammer _____ Dailey _____

MOTION:

BY:

2ND:

ROLL CALL: Dailey _____ Tisthammer _____ Johnson _____ Porter _____

SUMMARY OF DECISION:



AGENDA MEMO

MEETING NAME: Albion City Council

DATE: May 12, 2026

ITEM NAME:

ADJOURNMENT

MOTION: At _____ p.m., Council Member _____ made a motion to adjourn the meeting.

2ND:

ROLL CALL: Tisthammer _____ Porter _____ Johnson _____ Dailey _____

SUMMARY OF DECISION: