

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, May 20, 2021
7:00 PM



THE OPEN MEETINGS ACT IS POSTED ON
THE EAST WALL OF THE COUNCIL
CHAMBERS

1. The Open Meetings Act is posted on the East Wall of the Council Chambers
2. Pledge of Allegiance
3. Roll Call
4. Minutes of May 6, 2021 Council meeting
5. Departmental Reports for April 2021
6. Cash Balances for the month of April, 2021
7. Claims of Elected Officials
 - 7.1. Claim of Tony North for North Printing & Office Supply in the amount of \$1,138.16
8. Claims for the period May 7, 2021 through May 20, 2021
9. City Administrator Report
10. Public Hearing on a Preliminary and Final Plat of Lichti 1st Subdivision.
11. Hear comments from Janeen Berg regarding her desire to have the Council pass an ordinance requiring fences be constructed around swimming pools
12. Consider approval of a Lease Agreement with Southeast Community College for lease of Room 113, Room 121 and Room 129 at the Holthus Convention Center for a period of 12 months at the rate of \$21,000.00 payable in 12 equal monthly payments of \$1,750.00/month
13. Consider approval of a Lease-Purchase Agreement with Motorola Solutions, Inc. for radio equipment for the Police Department in the total amount of \$120,875.64 payable in four annual payments of \$33,370.62 plus interest with the first payment being due June

1, 2023

14. Consider approval of Consulting Services Agreement with Benesch for On-Call City Engineering Services
15. Mayor's Appointments:
 - 15.1. Appointment of Paulette (Pete) Cordes to the Personnel Board for a four year term terminating June 1, 2025
 - 15.2. Appointment of Mark Way to the Personnel Board for a three year term terminating June 1, 2024
 - 15.3. Appointment of Marilyn Jackman to the Personnel Board for a two year term terminating June 1, 2023
 - 15.4. Appointment of Bre Ronne to the Personnel Board for a one year term terminating June 1, 2022
 - 15.5. Re-appointment of Reed Hitz to the Planning Commission for a three year term terminating January 1, 2024
16. Adjournment

**REGULAR MEETING
CITY COUNCIL, YORK, NEBRASKA
MAY 6, 2021
7:00 o'clock P.M.**

A meeting of the Mayor and City Council of the City of York, Nebraska, was convened in open and public session at 7:00 o'clock p.m. at the Council Chambers

The Mayor announced that the Open Meetings Act is posted on the east wall of the Council Chambers and the City Clerk has a copy at this meeting.

ROLL CALL

Present were: Mayor Redfern. Councilmembers: VanEsch, Wagner, North, Hubbard and Pieper..
Absent: Hoffman, Wilkinson and Lones.

Notice of this meeting was given in advance thereof by publication in the York News Times on May 1, 2021, the City's designated method for giving notice, a copy of the proof of publication being attached to these Minutes. Notice of this meeting was given to the Mayor and all members of the City Council and a copy of their acknowledgment and receipt of notice and the agenda is attached to these Minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

MINUTES

Councilmember Hubbard moved and Councilmember North seconded that the Minutes of the April 29, 2021 meeting be approved.

Roll Call Vote: Ayes: VanEsch, Wagner, North, Hubbard and Pieper. Nays; None. Absent & Not Voting: Hoffman, Wilkinson and Lones. Motion Carried.

CLAIMS OF ELECTED OFFICIAL

Councilmember VanEsch moved and Councilmember Pieper seconded that the claim of Tony North for North Printing and Office Supply Co. in the amount of \$2,650.67 be approved and paid.

Roll Call Vote: Ayes: VanEsch, Wagner, Hubbard and Pieper. Nays: None. Absent & Not Voting: Hoffman, Wilkinson and Lones. . Councilmember North declared a conflict of interest inasmuch as he is the owner of North Printing and Office Supply and abstained from voting. Motion Carried.

Councilmember VanEsch moved and Councilmember Hubbard seconded that the claim of Jeff Pieper for Pieper's, Inc. in the amount of \$5,069.82 be approved and paid.

Roll Call Vote: Ayes: VanEsch, Wagner, North, and Hubbard. Nays: None. Absent & Not Voting: Hoffman, Wilkinson and Lones. Councilmember Pieper declared a conflict of interest inasmuch as he is a Vice President of Pieper's, Inc. and abstained from voting. Motion Carried.

CLAIMS

Councilmember VanEsch moved and Councilmember North seconded that the claims for the period April 16, 2021 through May 6, 2021 be approved and paid.

Roll Call Vote: Ayes: VanEsch, Wagner, North, Hubbard and Pieper. Nays; None. Absent & Not Voting: Hoffman, Wilkinson and Lones. Motion Carried.

CITY ADMINISTRATOR REPORT

The City Administrator thanked everyone for the warm welcome. One of her top priorities will be to address personnel vacancies – that she has interviewed an HR applicant. She advised that she will be meeting with Department Heads regarding their ideas, concerns, etc. She announced that the Council will hold a goal setting retreat on May 18th and that budget workshops will be set to go over requests of Department Heads.

COMMENTS FORM JAMES HOFFMAN REGARDING LOUD MOTCYCLES IN HIS NEIGHBORHOOD

Mr. Hoffman advised that a neighbor in his area operates a very loud motorcycle – sometimes for several hours. He advised that he has called the Police on various occasions. He said that an Officer had stopped and talked to the owner of the motorcycle on at least one occasion. He said that his neighbors would sign a petition if that become necessary. The Mayor told Mr. Hoffman to talk to the Chief of Police.

APPROVAL OF DOWNTOWN REVITALIZATION PROJECT

Madonna Mogul, York Area Chamber of Commerce Director addressed the Council stating that this project will exhaust all funds in the Phase 2 Downtown Revitalization Project grant. She advised that Phase 1 had ten projects for a total of \$452,389.61 (\$304,444.20 grant funds and \$146,945.41 match fund) and that Phase 2 had 12 projects for a total of \$603,532.01 (\$402,253.25 grant funds and \$201,278.76 match funds)

She advised that the current request is for the York Playhouse to remove and replace awning, masonry work, carpentry to fix damage under existing awning and paint front of the building for a total project cost of \$13,260 – DTR funds in the amount of \$10,215.00.

Following discussion, Councilmember Wagner moved and Councilmember VanEsch seconded to approve said project.

Roll Call Vote: Ayes: VanEsch, Wagner, North, Hubbard and Pieper. Nays; None. Absent & Not Voting: Hoffman, Wilkinson and Lones. Motion Carried.

SALE OF PROPERTY

An offer to purchase Lot 3, Block 1, York Industrial Park (4.89 acres) for the sum of \$90,465.00 by Highway Heavy Repair LLC was presented to the Council. Following discussion, the following Ordinance was introduced:

ORDINANCE NO. 2285

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AUTHORIZE THE SALE OF REAL ESTATE IN THE CITY OF YORK MORE PARTICULARLY DESCRIBED AS HEREIN SET FORTH; AND ROVIDING FOR THE PUBLICATION OF NOTICE OF SUCH CONVEYANCE AND THE TERMS THEREOF; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

Councilmember Wagner moved and Councilmember Pieper seconded that the Statutory Rule requiring reading on three different days of Ordinance No. 2285 be suspended.

Roll Call Vote: Ayes: VanEsch, Wagner, North, Hubbard, Pieper and Mayor Redfern. Nays: None. Absent & Not Voting: Hoffman, Wilkinson and Lones. The motion was adopted by a three-fourths vote of the Council and the Statutory Rule suspended for consideration of said Ordinance on its second and third reading.

Councilmember North moved and Councilmember Hubbard seconded that Ordinance No.2285 be passed and adopted.

Roll Call Vote: : Ayes: VanEsch, Wagner, North, Hubbard, Pieper and Mayor Redfern. Nays: None. Absent & Not Voting: Hoffman, Wilkinson and Lones Ordinance No. 2285 was declared adopted.

ACCEPTANCE OF BIDS FOR TACK TANK TRAILER

The Mayor advised that these items were for on the agenda for information only.

APPROVE MAYOR'S APPOINTMENTS

The Mayor announced his appointment of Chad Hammer to the Board of Adjustment for the unexpired term of Craig Vincent and thanked Mr. Vincent for this service on said board.

Councilmember Pieper moved and Councilmember Hubbard seconded that the appointment be approved.

Roll Call Vote: Ayes: VanEsch, Wagner, North, Hubbard and Pieper. Nays; None. Absent & Not Voting: Hoffman, Wilkinson and Lones. Motion Carried.

The Mayor announced his re-appointment of Marlow Wall to the Board of Public Works. For a three year term terminating June 1, 2024.

Councilmember Hubbard moved and Councilmember VanEsch seconded that the appointment be approved.

Roll Call Vote: Ayes: VanEsch, Wagner, North, Hubbard and Pieper. Nays; None. Absent & Not Voting: Hoffman, Wilkinson and Lones. Motion Carried.

The Mayor announced his re-appointment of Karen Fillman to the Advisory Board of Park and Recreation Commissioners for a three year term terminating January 1, 2024.

Councilmember Pieper moved and Councilmember Hubbard seconded that the appointment be approved.

Roll Call Vote: Ayes: VanEsch, Wagner, North, Hubbard and Pieper. Nays; None. Absent & Not Voting: Hoffman, Wilkinson and Lones. Motion Carried.

The Mayor announced his re-appointment of Josh Stenger to the Examining Board of Plumbers and Mechanical Contractors for a two year term terminating January 1, 2023

Councilmember VanEsch moved and Councilmember North seconded that the appointment be approved.

Roll Call Vote: Ayes: VanEsch, Wagner, North, Hubbard and Pieper. Nays; None. Absent & Not Voting: Hoffman, Wilkinson and Lones. Motion Carried.

The Mayor announced his re-appointment of Mark Powers to the Library Advisory Board for a five year term terminating July 1, 2026.

Councilmember VanEsch moved and Councilmember Hubbard seconded to approve said appointment

Roll Call Vote: Ayes: VanEsch, Wagner, North, Hubbard and Pieper. Nays; None. Absent & Not Voting: Hoffman, Wilkinson and Lones. Motion Carried.

The Mayor announced his re-appointment of Allen Pieper to Examining Board of Plumbers and Mechanical Contractors for a two year term terminating January 1, 2023.

Councilmember Hubbard moved and Councilmember north seconded to approve said appointment.

Roll Call Vote: Ayes: VanEsch, Wagner, North, Hubbard and Pieper. Nays; None. Absent & Not Voting: Hoffman, Wilkinson and Lones. Motion Carried.

The Mayor announced his re-appointment of Lisa Riley and Kim Stephens to the Planning Commission for three year terms terminating January 1, 2024.

Councilmember Hubbard moved and Councilmember VanEsch seconded to approve said appointments.

Roll Call Vote: Ayes: VanEsch, Wagner, North, Hubbard and Pieper. Nays; None. Absent & Not Voting: Hoffman, Wilkinson and Lones. Motion Carried.

ADJOURNMENT

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 7:27 o'clock p.m.

DEPARTMENTAL REPORTS

APRIL 2021

COMMUNITY CENTER

FIRE

KILGORE MEMORIAL LIBRARY

POLICE

PUBLIC WORKS

Community Center

Daily Totals at the City Auditorium:

Thursday	4/1/2021	42		Friday	4/16/2021	CLOSED
Friday	4/2/2021	68		Saturday	4/17/2021	CLOSED
Saturday	4/3/2021	53		Sunday	4/18/2021	CLOSED
Sunday	4/4/2021	CLOSED		Monday	4/19/2021	37
Monday	4/5/2021	33		Tuesday	4/20/2021	86
Tuesday	4/6/2021	113		Wednesday	4/21/2021	41
Wednesday	4/7/2021	50		Thursday	4/22/2021	21
Thursday	4/8/2021	63		Friday	4/23/2021	42
Friday	4/9/2021	77		Saturday	4/24/2021	20
Saturday	4/10/2021	34		Sunday	4/25/2021	22
Sunday	4/11/2021	32		Monday	4/26/2021	42
Monday	4/12/2021	42		Tuesday	4/27/2021	CLOSED
Tuesday	4/13/2021	83		Wednesday	4/28/2021	33
Wednesday	4/14/2021	58		Thursday	4/29/2021	CLOSED
Thursday	4/15/2021	44		Friday	4/30/2021	43

York College: Included in Daily Totals

Museum: Closed for Renovations

Total Income (Unofficial):

CASH	CHECK	CREDIT	TOTAL	Center Admission	FAC Admission	Center Programs	FAC Programs	Center Rentals	Aud. Admission	Auditorium Rentals	Miscellaneous
\$315.00	\$3,777.00	\$5,941.00	\$10,033.00	\$992.00	\$381.00	\$5,465.00	\$1,695.00	\$0.00	\$0.00	\$1,500.00	\$2,583.10

Adult/Community/Youth Programs/Leagues:

The programs/leagues in April included Noon Ball, Story Walk, Pickleball Open Rec, Coed Volleyball League, Munchkin Mornings, Pee Wee Sports, and Be a Builder. Programs/leagues that were previously at the Community Center are now at the City Auditorium due to the Community Center closure until tentatively August.

There were no Community Center rentals/reservations in April due to Community Center renovations.

Auditorium

There were 49 Auditorium rentals/reservations in April for YPR programs/leagues, Tree Board meeting, craft show, t-ball coaches meeting, and dance rehearsal.

Parks

There were 4 East Hill Park shelter rentals/reservations for YHS tennis invites, 2 Harrison Park shelter rentals/reservations for a YHS tennis invite and a birthday party, and 3 Mincks Park shelter rentals/reservations for birthday parties and a CASA 5K run in April.

Family Aquatic Center

No FAC report due to end of the season closure in August. We ordered suits, shirts, and whistles for the FAC staff. We are in the process of sending/receiving information for orientation that will be held at the end of May in order to open on Monday, May 31, 2021.

Ballpark Complex

There were 5 Beaver Creek rentals/reservations in April for Knights baseball practices. There were 9 Miller Park rentals/reservations in April for Knights baseball practices and a game and Fusion softball practices. There were 33 Ballpark Complex batting cage rentals/reservations in April for Knights baseball practices, Fusion softball practices, and a York College softball practice. There were 140 Ballpark Complex field rentals/reservations in April for York College Softball practices and games, Fusion Softball practices and scrimmages, Knights baseball practices and games, and a weekend tournament.

Total Income (Unofficial):

CASH	CHECK	CREDIT	TOTAL	Sponsorships	Complex Concessions	Miller Concessions	TOTAL Concession	Rental Fee	Player Fee	Split % w/	Notes
\$11,595.87	\$ 225.00	\$621.00	\$12,441.87		\$ 12,216.87	\$0.00	\$12,216.90	\$ 225.00	\$ -	\$117.10	

Supplyworks:

Auditorium	1006.75
Library	115.98
City Office	116.18
Police Dept.	146.98
Airport	296.57
Landfill	34.72
Fire Dept.	75.25
Garage	262.15
WWTP	47.53
Parks	283.50
FAC	1287.60
Ballfield	326.39
Total:	3999.60

Report Completed by Michaela Stuhr, Recreation Coordinator on 5/14/2021

YORK FIRE DEPARTMENT

April 2021 Monthly Report

York Fire Department responded to 109 calls for service in April of 2021. On the fire side we responded to 5 automatic alarms, 1 grass fire, 1 vehicle fire, 2 smoke scares, and 1 natural gas leak with no problems found. No fire losses on the vehicle fire.

We responded to 75 – 911 calls for EMS service, 43 of those 911 calls were for Advanced Life Support and 24 of those 911 calls were for Basic Life Support with 8 lift assists. We did 24 Inter-Agency transfers for the month of April.

Training for the month started when Twink Dalton, a nationally known EMS instructor, gave our Paramedics a course on the drug TXA. TXA helps the body to prevent or reduce bleeding when introduced from an IV. This usually happens during a traumatic event. This is a new protocol requested by our Medical Director. For fire training we had the Nebraska Fire Marshal Training Division come in and give us a confined space rescue refresher class. We had 3 members continue their Firefighter 1 class at Geneva. We also did some firefighting skills for shift training and to help out our new volunteers on knots and fire hose.

We had interviews for an entry level Firefighter/ medic position. A list of four was made from the 15 candidates and Daniel Slocum was offered the job. Dan comes to us from Fairmont. He is a trained Paramedic and has been a volunteer firefighter for a number of years. 911 communications committee meeting was held on April 2nd and that budget was set. York County Mutual Aid Assn met the evening of the 21st in Gresham a representative of I am Responding was present. We would love to have the whole York County Mutual Aid Association on IaR. The Fire Captain promotional process was started with a written test and assessment center. Interviews were conducted the 1st week in May. Roy Nickels was promoted to Fire Captain effective May 10th.

Our tornado sirens were tested and we had 2 that were not working. All tornado sirens were repaired and maintenance done in April.

Respectfully submitted,

Anthony Bestwick

Acting Fire Chief

Kilgore Memorial Library
Director's Report
Prepared for the May 20, 2021
York City Council meeting

1. The Elmer Baker Display Case is filled with a new collection of pottery pieces created by YHS students and from Randy Howell's personal collection. The Kent Bedient gallery has a display of paintings by Randy Howell during his time at home in 2020.
2. Storytime has come to an end for the spring season. We will be evaluating how storytime will be presented in the fall. We have families following our events from across the world. Many have lived in York at some point and express how fun it is to see familiar faces. The number of in person attendees has grown each week so we know there is interest in face to face events also. One idea is to do one online event each month and face to face the rest of the time.
3. Our photography contest is open for entries through the end of May. To celebrate National Photography Month and Reading is Fun week in May we are running a Photo Contest called, *Get Caught Reading*. Details are available on our website.
4. Our new Early Childhood Discover Center is a hit with the community! There were over 100 people at our open house and we have hosted several preschool classes and all the Kindergarten classes from YPS for field trips to the center. You can find individual families in the center most of the time we are open.
5. Summer Fun at the Library will kick off on Saturday, June 5 with a picnic lunch provided by the Friends of the Library. Registration will open for Summer Reading Club on that day also. Events for families include weekly scavenger hunt lists, a word scramble on the StoryWalk posters, and our Gnome around Town photos will change each week from June 5 through July 3. Weekly events will include Brown Bag Storytime on Wednesdays at noon, Anything Goes on Thursdays at 2:30 and Gaming for Teens and Tweens on Friday afternoons. Everything will wrap up with prizes and other awards on Saturday, July 3 from 10 to noon with our 2nd annual Dance Party with Conner the Music Mogel. Cold treats will be provided by the Friends of the Library.
6. Library staff member, Janey Due, is enrolled in the Intellectual Freedom course through the Nebraska Library Commission's certification program.
7. With an internship grant from the Nebraska Library Commission, we have selected Elias Dallman for our intern this summer. Elias is an Education Major at York College and will develop a program to work with elementary age students at the library during June and July.

Respectfully submitted by,



Debora Robertson
Director, Kilgore Memorial Library

LIBRARY DATA AT A GLANCE

Data Type	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	March 2021	April 2021	May 2021	June 2021	July 2021	Aug 2021	Sept 2021	Year to Date
Added to Physical Collections	313	297	267	357	221	178	306						1,939
Added to E-Book Collections	669	410	700	473	484	729	630						4,095
Physical item circulation	5,104	4,457	4,594	4,336	4,381	4,579	4,497						31,948
E-books Circulations	1,433	1,416	1,473	1,668	1,411	1,495	1,423						10,319
New Patrons	24	15	28	18	10	31	31						157
Public Computer logins	602*	476*	515*	390*	350*	504*	476*						3,313
Door Count	3,444	3,024	3,146	3,453	3,638	3,979	5,024						25,708
Website visits	1,392	1,820	1,714	1,614	1,526	1,787	1,796						11,649
Meeting Room Use	803	127	47	79	159	270	553						2,338

*We have removed four public computers to create social distance between stations since reopening in June 2020.

Data Type	Total 2020	Total 2019	Total 2018
Physical Collections	63,037	63,921	61,933
E-Book Collections	57,200	52,276	47,755
Physical item circulation	45,885	64,409	67,385
E-book Circulations	16,935	12,790	11,587
Registered Borrowers	5,348	8,276	8,527
Public Computer logins	6,391	13,864	12,126
Door Count	36,276	52,003	51,756
Website visits	51,633	59,600	55,582
Meeting Room Use	3,576	5,331	7,963

Board of Public Works
April 13, 2021 4:00 PM
City Administrator's Office

Attendance taken at 4:04 P.M.

Present Board Members:

Bill Williamsen

Matt Leif

Marlowe Wall

Greg Staehr

Absent:

Kenny Ekeler

Also present:

Joe Frei, City Administrator

1. Agenda

2. Roll Call

3. Review Minutes of Last Meeting

Motion Passed: Minutes of the March meeting passed with a motion by Bill Williamsen and a second by Marlowe Wall.

Marlowe Wall	Yes
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Absent

4. Farm Management Report

Motion Passed: The March Farm Management Report passed with a motion by Marlowe Wall and a second by Bill Williamsen.

Marlowe Wall	Yes
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Absent

5. Wastewater Financial Reports

Motion Passed: The March Wastewater Financial Reports passed with a motion by Greg Staehr and a second by Matt Leif.

Marlowe Wall	Yes
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Absent

6. Water Financial Reports

Motion Passed: The March Water Financial Reports passed with a motion by Bill Williamsen and a second by Greg Staehr.

Marlowe Wall	Yes
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Absent

7. Claims

Motion Passed: The March Claims passed with a motion by Marlowe Wall and a second by Matt Leif.

Marlowe Wall	Yes
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Absent

8. Director of Public Works Report

Motion Passed: The March Director of Public Works Report passed with a motion by Bill Williamsen and a second by Marlowe Wall.

Marlowe Wall	Yes
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Absent

Meeting Adjourned at 4:20 P.M.

Heidi Gregg

DEPARTMENT OF PUBLIC WORKS

MONTHLY REPORT

April — 2021

STREET DEPARTMENT

During the month of April, the central garage serviced and repaired equipment for all city departments as follows:

Street	48	Airport	0	Park	0	Fire	10
Police	15	Landfill	0	Wastewater	18	Water	26

The street sweeper operated 93 hours in April, during which time miles 371 were swept and 1500 cubic yards of material were removed from the city streets.

Other major labor activities included:

Job	Hours
General maintenance	26
Right-of-way maintenance	148
Building maintenance	11
Gravel street/alley maintenance	141
Snow removal	23
Mowing/weed control	17
Tree/shrub maintenance	0
Paved surface maintenance	167
Equipment services	8
Storm sewer/bridge repair	13
Traffic signing/signal installation/repair	14
Shop cleaning	15
Property Maintenance	19
TOTAL	578

PARK DEPARTMENT

Park personnel performed the following activities:

Job	Hours
Trash removal	71
Restroom cleaning	16
Property maintenance	108
Mowing/weed control	171
Tree/shrub maintenance	78
Building maintenance	1
Ball field maintenance	147
Sidewalk cleaning	5
Playground equipment maintenance	0
TOTAL	597

FAMILY AQUATIC CENTER

Park personnel performed the following activities:

Job	Hours
System maintenance	19
Mowing/weed control	12
Building maintenance	27
Property maintenance	4
TOTAL	62

AUDITORIUM

Park/Street personnel performed the following activities:

Job	Hours
General maintenance	1
Mowing/weed control	1
Building maintenance	16
Property maintenance	33
TOTAL	51

WASTEWATER TREATMENT PLANT

Plant operation for April and the comparison figures for April of last year:

	Last Month	2021	2020	Units
Total flow	38,100,310	28,245,132	24,450,032	gallons
Average flow/day	1,229,042	941,504	815,001	gallons
Average flow/person	154	118	102	gallons
Grit and screenings to landfill	258.46	157.21	2.61	tons
Bio solids wasted	1.057732	1.366317	1.30057	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	172
Laboratory testing	42
Sludge removal	36
Equipment maintenance	213
Building maintenance	24
Sewer system maintenance	37
Paved surface maintenance	8
Property maintenance	70
Mowing/weed control	47
One-call locates	11
TOTAL	660

WATER DEPARTMENT

Plant operation figures for April and the comparison figures for April of last year follow:

	Last Month	2021	2020	Unit
Total water pumped	25,663,000	24,209,000	29,633,000	gallons
Total water billed	29,450,190	18,895,890	22,239,420	gallons
Average use per day	855,433	780,935	987,767	gallons
Average use per person	107	98	123	gallons
Total electricity used	39,173	37,520	48,158	kW
Pumps yield	655	645	615	gallons/kW
Peak pumping date	30 th	7 th	29 th	
Peak amount	1,203,000	916,000	2,052,000	gallons

Report of office operations for April and comparison figures for April of last year:

	2021	2020
Water bills	1,816	1,771
Sewer bills	1,767	1,727
New taps	1" - 1	1" - 1
Service leaks	0	0
Main leaks	0	0
Diggers Hotline calls	109	113

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	46
Meter reading	16
Tower maintenance	2
Meter maintenance	0
Building maintenance	16
Tree/shrub maintenance	4
Pump/well maintenance	15
Final notice collection	3
Distribution maintenance	325
Paved surface maintenance	16
One-call locates	11
Property Maintenance	35
TOTAL	489

SOLID WASTE RECEIVING CENTER AND LANDFILL

Solid Waste Receiving Center operation figures for April as reported by scale:

	2021		2020	
	Trips	Tons	Trips	Tons
Landfill	857	2640.80	643	2350.11
C & D	113	329.56	69	160.77
Transfer Station	315	66.96	67	14.36
Brush Pile	239	100.82	87	54.94
Tire Pile	14	0.00	6	0.00
Metal Roll-off	13	0.00	9	0.00
Recyclables	0	0.00	0	0.00
Total	1551	3138.14	881	2580.18

Revenue collected during April totaled \$129,833.10. The same period last year totaled \$131,717.25.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	226
Landfill Equipment	565
Wind screen & litter control	0
Recycling Act	0
TOTAL	791

AIRPORT

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	98
Building maintenance	0
Mowing/weed control	0
TOTAL	98

SUMMARY BY DEPARTMENT

Department	Hours	Percentage	Full Time Equivalent
Street	578	18	3.6
Parks/FAC	659	20	4.1
Landfill	791	24	6.1
Wastewater	660	20	4.1
Water	489	15	3.1
Airport	98	3	0.6
TOTAL	3275	100	21.6

BUILDING INSPECTIONS AND PERMITS

Our building inspection activity for April and comparison figures for April of last year are as follows:

Inspections:	2021	2020	Permits Issued:	2021	2020
Building	37	41	Building	41	27
Electrical	22	31	Electrical	2	3
Plumbing	23	21	Plumbing	0	1
Mechanical	14	23	Mechanical	15	0
Property Pin Locates	0	0	Curb/Street	3	2
Total	96	116	Total	61	33

Forty-one (41) permits were issued in April for a value of \$2,019,629.09, which brings the total for the year to \$4,301,482.59. (See attached.)

Permits of note issued:

- Wal-Mart Super Center Vision Center, bathroom remodel \$955,676.00
- Chris & Aislee Grant Single family dwelling \$263,070.57
- George Werts Single family dwelling \$240,475.52
- York General Hospital Remodel for hospital \$235,000.00

BOARD OF PUBLIC WORKS

The Board of Public Works met on April 13, 2021. Minutes of the meeting are attached.

Building Permits issued in April 2021

12-May-21

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
97801	Taylor Prai	2024 N. Nebraska Ave.		Fence	300.00
97802	Ben Leif	19 Eastridge Ave.		Chain link fence	2,000.00
97803	York General Hospital	2222 N. Lincoln Ave.		Remodel for hospital	235,000.00
97804	Dan Keller	1420 Road N		Septic tank, toilet, electrical	25,000.00
97805	Brent Brown	10 Edison Ave.		Privacy fence	3,000.00
97806	Hai Van Cai	12 Country Club Hts.		Storage shed on slab	800.00
97807	John Mohning	1623 Raell Dr.		Re-roof	19,890.00
97809	Darcy Ost	642 E. 8th St.		Privacy fence	2,000.00
97810	Shawn Reynolds	216 Thompson Ave.		Windows	500.00
97811	Brady Fickenscher	304 S. Delaware		Garage - three stall	75,000.00
97813	Carston Staehr	716 S. Cowan Ave.		Fence	1,500.00
97814	Robert Jardine	1217 Burlington Ave.		Privacy fence	1,450.00
97815	Jeanne Huff	1411 East Lawn Plaza Dr.		Re-roof	10,000.00
97817	Green Plains	1414 Road O		Stair case cover	39,307.00
97818	Laurie Lopez	24 Arbor Ct.		Privacy fence	3,000.00
97819	Dollar Fresh	220 E. Nobes Rd.		Sign - pole	15,000.00
97820	Dollar Fresh	220 E. Nobes Rd.		Sign on building	10,000.00
97825	Melanaie Robinson	624 E. 6th St.		Privacy fence	3,600.00
97826	Kay Ferguson	1027 N. Nebraska Ave.		Privacy fence	5,200.00
97827	Wal*Mart Super Center	101 E. David Dr.		Vision Center remodel, restrooms, b	955,676.00
97828	Wendy's	4011 S. Lincoln Ave.		Fireworks stand	2,000.00
97829	Karl Sherman	1216 N. Iowa Ave.		Privacy fence	4,800.00

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT	
97830	Wal*Mart Super Center	101 E. David Dr.	Sign - Walmart	2,000.00	
97831	Wal*Mart Super Center	101 E. David Dr.	Sign - Grocery	2,000.00	
97832	Pepper Papineau	2326 E. 16th St	Deck & patio	10,000.00	
97833	Donald Taylor	817 N. Cowan Ave.	Re-roof, re-side	3,000.00	
97834	Kory Bryner	313 Regency Dr.	Egress window, shed	2,000.00	
97835	Dimas Lopez	658 E. 12th St.	Repair wall, replace sidewalk	2,000.00	
97836	Darcy Ost	642 E. 8th St.	Re-roof	10,460.00	
97838	Dan Hoff	1626 Harre Lane	Replace deck	8,000.00	
97839	Dalton Vettel	802 W. 8th St.	Privacy fence	1,300.00	
97840	The Kitchen	3324 S. Lincoln Ave.	Sign on building	2,000.00	
97841	Cornerstone Bank	3511 S. Lincoln Ave.	Sign - pole sign	35,000.00	
97842	Roxanne Ott	1006 Duke Dr.	Decks - two in back, one in front	5,000.00	
97843	Dustin Roberts	515 Florida Ave.	Privacy fence	1,000.00	
97844	Gaylord Songster	4 Eastridge Dr. N	Pergola	6,000.00	
97846	Abbey Draper	820 Burlington Ave.	Replace sidewalk	500.00	
97847	For Loose Screws	1303 Grant Ave.	Re-roof, re-side, windows, fix walls,	10,000.00	
97848	Yvonne Williams	651 E. 7th St.	Repair sidewalk	800.00	
97849	Chris & Aislee Grant	424 S. Paradise LN	Lot 3, Block 2, Paradise Park Estates	Single family dwelling	263,070.57
97850	George Werts	1115 Vista Way	Lot 11, Bellavista Estates	Single family dwelling	240,475.52
				\$2,019,629.09	
				Permits Issued: 41	

**CITY OF YORK
CASH BALANCES
for the Month of April 2021**

Fund #	Fund	10/1/2020 Balance	Current Month Receipts	YTD Receipts	Current Month Disbursements	YTD Disbursements	Ending Balance
10-101	General	\$3,115,749.28	\$759,230.62	\$4,156,706.16	\$674,496.72	\$4,244,202.86	\$3,028,252.58
10-102	Auditorium	\$0.00	\$11,767.83	\$73,617.72	\$10,980.19	\$63,681.03	\$9,936.69
10-103	Park	\$0.00	\$44,330.50	\$339,750.13	\$28,278.73	\$259,957.04	\$79,793.09
10-104	Police	\$0.00	\$184,671.41	\$1,292,985.57	\$169,283.87	\$1,091,151.25	\$201,834.32
10-105	Community Center	\$0.00	\$37,659.00	\$251,284.08	\$28,918.11	\$199,806.22	\$51,477.86
10-106	Aquatic Center	\$0.00	\$18,603.83	\$124,925.05	\$10,863.98	\$65,219.01	\$59,706.04
10-110	Senior Center	\$0.00	\$1,392.75	\$9,749.25	\$433.43	\$8,168.49	\$1,580.76
10-201	Convention Center	\$0.00	\$41,956.72	\$238,062.68	\$39,066.70	\$243,233.09	(\$5,170.41)
10-111	Ball Field	\$0.00	\$32,914.39	\$191,184.95	\$31,363.38	\$147,415.33	\$43,769.62
13	User Fees	\$13,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,000.00
22	Ambulance	\$0.00	\$111,661.87	\$955,956.40	\$150,806.31	\$863,382.86	\$92,573.54
22	Fire	\$0.00	\$33,076.08	\$267,447.54	\$31,705.30	\$277,468.16	(\$10,020.62)
24	Library	\$0.00	\$34,331.35	\$259,155.02	\$32,961.21	\$230,649.11	\$28,505.91
14-144	General Capital-Auditorium	(\$522,690.00)	\$0.00	\$3,344,250.00	\$35,984.02	\$2,875,608.87	(\$54,048.87)
14-145	General Capital-Comm Ctr	(\$7,147.54)	\$0.00	\$255,750.00	\$197,206.28	\$489,376.89	(\$240,774.43)
	General Balances (unallocated and available)	\$2,598,911.74	\$1,311,596.35	\$11,760,824.55	\$1,442,348.23	\$11,059,320.21	\$3,300,416.08
11	Keno	\$44,147.54	\$555.73	\$3,244.35	\$213.86	\$634.28	\$46,757.61
20	Aviation	\$607,252.10	\$23,821.95	\$126,811.28	\$50,990.60	\$203,109.74	\$530,953.64
20	Aviation - Federal Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31	Fire Pension	\$326,983.87	\$72.46	\$929.73	\$16,265.26	\$91,723.57	\$236,190.03
30	Police Pension	\$223,492.71	\$56.94	\$676.35	\$7,964.71	\$36,636.12	\$187,632.94
32	911 Surcharge	\$52,726.27	\$17.72	\$6,495.82	\$0.00	\$0.00	\$59,222.09
33	Health Insurance	\$1,266,042.99	\$104,637.92	\$702,464.53	\$85,488.09	\$528,559.84	\$1,439,947.68
	Total Tax Funds	\$5,119,557.22	\$1,440,759.07	\$12,601,446.61	\$1,603,270.75	\$11,919,883.76	\$5,801,120.07
50	Street	\$893,206.19	\$248,014.63	\$1,800,346.43	\$125,076.57	\$878,594.45	\$1,814,958.17
70	Landfill-Cash & Invest	\$1,651,058.06	\$130,333.01	\$816,047.86	\$54,968.74	\$707,855.55	\$1,759,250.37
	Landfill-Operations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Landfill-Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
78	Old Landfill Closure	\$11,767.65	\$0.00	\$59.47	\$0.00	\$0.00	\$11,827.12
79	Landfill Post Closure	\$2,363,417.14	\$0.00	\$89,266.02	\$0.00	\$0.00	\$2,452,683.16
	C&D Site Closure/Post Clo	\$163,608.54	\$0.00	\$17,459.83	\$0.00	\$0.00	\$181,068.37
75	Landfill Construction	(\$55,779.17)	\$0.00	\$0.00	\$0.00	\$9,766.95	(\$65,546.12)
	Total Non-Tax Funds	\$ 5,027,278.41	\$ 378,347.64	\$ 2,723,179.61	\$ 180,045.31	\$ 1,596,216.95	\$ 6,154,241.07
12	CDBG Revolving Loan	\$28,487.87	\$4,181.32	\$29,266.09	\$0.00	\$0.00	\$57,753.96
12	Housing Grant - Federal Fun	\$58,208.82	\$43,668.49	\$248,645.33	\$215.00	\$201,457.49	\$105,396.66
12	Buy Rehab Sell	\$82,017.24	\$0.00	\$93,231.67	\$0.00	\$177.56	\$175,071.35
60	Federal Street Projects	\$771,633.08	\$278.10	\$170,006.63	\$0.00	\$0.00	\$941,639.71
60	Shadow Brook Project	(\$11,894.68)	\$0.00	\$0.00	\$0.00	\$0.00	(\$11,894.68)
19-192	Land Acq - Indust. Park	\$1,028,333.02	\$363.66	\$100,790.67	\$0.00	\$4,883.56	\$1,124,240.13
19-193	Land Acq - Right-of-ways	\$21,140.13	\$0.00	\$0.00	\$0.00	\$0.00	\$21,140.13
19-194	Land Acq - Parks	\$66,046.21	\$0.00	\$0.00	\$0.00	\$0.00	\$66,046.21
19-194	Council of Gov'ts CD's	\$32,289.01	\$0.00	\$0.00	\$0.00	\$0.00	\$32,289.01
16	Total Bond Funds	\$469,551.06	\$65,262.70	\$458,191.95	\$110,165.31	\$853,922.81	\$73,820.20
40	Total TIF Funds	\$565,487.41	\$9,459.13	\$41,589.64	\$2,389.36	\$96,597.16	\$510,479.89
	Total Misc. Funds	\$ 3,111,299.17	\$ 123,213.40	\$ 1,141,721.98	\$ 112,769.67	\$ 1,157,038.58	\$ 3,095,982.57
	Total All Funds	\$ 13,258,134.80	\$ 1,942,320.11	\$ 16,466,348.20	\$ 1,896,085.73	\$ 14,673,139.29	\$ 15,051,343.71

LB 357 Cash Available (from Page 2)
Wastewater Cash Available (from Page 3)
Water Cash Available (from Page 3)

\$1,374,168.59
\$2,986,519.41
\$7,137,618.05
\$ 26,549,649.76

City of York
LB 357 Funds Summary

	31-Mar-21	30-Apr-21
LB 357 Funds Allocation		
Cash Balance	\$13,626,277.42	\$13,719,462.55
Less: Quiet Zone	(\$1,503,528.97)	(\$1,503,528.97)
School-Owned Properties	(\$673,520.34)	(\$673,520.34)
Ball Field	(\$9,146,737.56)	(\$9,479,276.31)
City-Owned Properties	(\$645,635.00)	(\$688,968.34)
	\$1,656,855.55	\$1,374,168.59
Total Cash Available		
Less Restricted Funds		
Debt Service	(\$19,450.03)	(\$42,795.42)
Debt Service Reserve	\$0.00	\$0.00
	\$1,637,405.52	\$1,331,373.17
Total Unallocated LB 357 Funds	\$1,637,405.52	\$1,331,373.17

**City of York
Public Works Summary**

	<u>31-Mar-21</u>	<u>30-Apr-21</u>
Wastewater		
Cash Balance	\$6,420,754.43	\$6,546,069.65
Less: Construction Fund	(<u>\$3,559,550.24</u>)	(<u>\$3,559,550.24</u>)
 Total Cash Available	 \$2,861,204.19	 \$2,986,519.41
 Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	\$0.00	\$0.00
Debt Service Reserve	\$0.00	\$0.00
Renewal & Replacement	<u>\$0.00</u>	<u>\$0.00</u>
 Total Unrestricted Funds	 <u>\$2,861,204.19</u>	 <u>\$2,986,519.41</u>
 Water		
Cash Balance	\$6,914,690.39	\$6,938,241.82
Less: Construction Fund	(<u>\$495,497.45</u>)	(<u>\$497,894.02</u>)
Add: Farm Management Acct	<u>\$720,573.96</u>	<u>\$697,270.25</u>
 Total Cash Available	 \$7,139,766.90	 \$7,137,618.05
 Less Restricted Funds		
Operations	(<u>\$108,577.00</u>)	(<u>\$108,577.00</u>)
Debt Service	(<u>\$92,701.72</u>)	(<u>\$167,317.42</u>)
Debt Service Reserve	<u>(\$266,500.00)</u>	<u>(\$266,500.00)</u>
 Total Unrestricted Funds	 <u>\$6,671,988.18</u>	 <u>\$6,595,223.63</u>

City of York
for the Month of April 2021

Auditors Grouping	<u>Total Amount</u>	<u>Restricted or Assigned</u>	<u>Unrestricted</u>	<u>Notes</u>
10 General:	\$3,028,252.58	1,004.31	\$3,027,248.27	Restricted amount is York Community Foundation
General				
Senior Center	\$1,580.76		\$1,580.76	
Police	\$201,834.32		\$201,834.32	
Community Center	\$51,477.86		\$51,477.86	
Park	\$79,793.09		\$79,793.09	
Auditorium	\$9,936.69		\$9,936.69	
Convention Center	(\$5,170.41)		(\$5,170.41)	
Aquatic Center	\$59,706.04		\$59,706.04	
Ball Park	\$43,769.62		\$43,769.62	
Total	\$3,471,180.55	\$1,004.31	\$3,470,176.24	
13 User Fees	\$13,000.00	\$13,000.00		Assigned
14 General Capital Projects	(\$294,823.30)		(\$294,823.30)	
22 Fire/EMS	\$82,552.92		\$82,552.92	
24 Library	\$28,505.91		\$28,505.91	
30 Police Pension	\$187,632.94		\$187,632.94	
31 Fire Pension	\$236,190.03		\$236,190.03	
Total General	\$3,724,239.05	\$14,004.31	\$3,710,234.74	
50 Street	\$1,814,958.17	\$1,814,958.17		
20 Aviation	\$530,953.64	\$530,953.64		Assigned
16 Debt Service	\$73,820.20	\$73,820.20		
15 LB 357	\$1,374,168.59	\$1,374,168.59		
60 Capital Projects	\$929,745.03	\$929,745.03		
12 CDBG	\$338,221.97	\$338,221.97		
11 Keno	\$46,757.61	\$46,757.61		
19 Sinking	\$1,243,715.48	\$32,289.01	\$1,211,426.47	
32 E911	\$59,222.09	\$59,222.09		
40 TIF	\$510,479.89	\$510,479.89		
Total Governmental	\$10,646,281.72	\$5,724,620.51	\$4,921,661.21	
70 Landfill:				
Landfill	\$1,759,250.37		\$1,759,250.37	
Landfill-Operations	\$0.00	\$0.00		Bond Requirements
Landfill-Debt Service	\$0.00	\$0.00		Bond Requirements
Old Landfill Closure	\$11,827.12	\$11,827.12		
Landfill Closure/Post	\$2,452,683.16	\$2,452,683.16		
C&D Site Closure/Post	\$181,068.37	\$181,068.37		
Construction	(\$65,546.12)		(\$65,546.12)	
Total Landfill	\$4,339,282.90	\$2,645,578.65	\$1,693,704.25	
80 Wastewater	\$2,986,519.41	\$0.00	\$2,986,519.41	
90 Water	\$7,137,618.05	\$542,394.42	\$6,595,223.63	
Total Enterprise	\$14,463,420.36	\$3,187,973.07	\$11,275,447.29	
33 Heath Insurance	\$1,439,947.68	\$1,439,947.68		Assigned for insurance claims needs
Total City	\$26,549,649.76	\$10,352,541.26	\$16,197,108.50	

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00010	GALE	3	200.18	N			
01-00110	MATHESON TRI-GAS	1	73.98	N			
01-00120	JACKSON SERVICES INC	8	422.34	N			
01-00150	ICMA-RETIREMENT TRUST 457	2	2,081.12	N			
01-00180	AGRI-PRODUCTS, INC.	1	115.50	N			
01-00210	EAKES OFFICE PLUS	2	324.22	N			
01-00230	CORNHUSKER STATE IND.	1	18.50	N			
01-00290	NORTH PRINTING & OFFICE S	6	1,138.16	N			
01-00340	BOUND TREE MEDICAL LLC	5	516.90	N			
01-00360	CITY OF YORK	2	5,127.69	N			
01-00490	JOHN DEERE FINANCIAL FSB	1	613.61	N			
01-00640	NEBRASKA PUBLIC POWER DIS	1	26,992.47	N			
01-00680	NE DEPT. OF AERONAUTICS	1	543.33	N			
01-00710	OVERLAND SAND & GRAVEL	4	1,949.44	N			
01-00780	PRESTO X COMPANY	3	120.00	N			
01-00793	CLAY STODIECK	1	162.30	N			
01-00800	BURST, LLC	15	630.97	N			
01-00990	ANGLE, MURPHY, VALENTINO	1	33.79	N			
01-0127	RANDAL R HALL	1	2,500.00	N			
01-01280	PLATTE VALLEY COMMUNICATI	1	329.50	N			
01-01290	GRAND CENTRAL FOODS, INC.	6	317.41	N			
01-01310	PIEPER PLBG/WELL DRILLING	1	100.45	N			
01-01330	JLC, INCORPORATED	4	168.50	N			
01-01340	KOPCHOS SANITATION, INC	7	870.00	N			
01-01420	NE CHILD SUPPORT PAYMENT	1	104.77	N			
01-01470	SERVI-TECH LABORATORIES	1	70.15	N			
01-01490	NE DEPT OF REVENUE	2	6,608.44	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01510	HACH CO.	1	354.22	N			
01-01640	INTERNAL REVENUE SERVICE	4	36,889.28	N			
01-01650	UNION BANK	5	23,325.79	N			
01-01840	CORNERSTONE BANK	2	53,248.25	N			
01-01940	SARGENT DRILLING	2	5,242.33	N			
01-02010	YORK EQUIPMENT, INC.	2	509.03	N			
01-02040	YORK NEWS-TIMES	4	3,078.61	N			
01-02130	NE-IA IND. FASTENERS CORP	1	2,262.01	N			
01-0217	RUSSELL COFFEY	1	900.00	N			
01-02170	MIDWEST TURF & IRRIGATION	2	1,475.74	N			
01-02200	JACK'S UNIFORMS & EQUIP	1	146.79	N			
01-02210	KING'S GLASS	1	39.98	N			
01-02250	MILLER SEED & SUPPLY CO	5	2,563.24	N			
01-02530	PEPSI COLA OF LINCOLN/ TO	7	3,832.40	N			
01-02560	CITYSERVICEVALCON LLC	1	15.96	N			
01-02620	LEAGUE OF NEBRASKA MUNICI	1	325.00	N			
01-02650	O'REILLY AUTO PARTS	9	297.30	N			
01-02720	YORK COUNTY COURT	1	17.00	N			
01-02810	YORK STATE BANK	1	76,987.12	N			
01-03380	POWER SERVICE INC	1	214.86	N			
01-03530	BUTLER CO LANDFILL. INC.	1	360.32	N			
01-03590	PENNER'S TIRE & AUTO	1	28.83	N			
01-04050	GALLS INCORPORATED	5	1,156.14	N			
01-04580	DEMCO	1	113.49	N			
01-05070	MOBOTREX INC	1	275.50	N			
01-05250	MURPHY TRACTOR	2	3,231.09	N			
01-05310	SAPP BROTHERS PETROLEUM,	2	2,520.18	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-05450	BAIRD, HOLM LLP	1	2,362.50	Y			
01-05600	YORK GENERAL HOSPITAL	1	643.75	N			
01-05870	WEX BANK	1	5,477.35	N			
01-06410	CASH-WA DISTRIBUTING	6	3,810.02	N			
01-08000	NEVCO SCOREBOARD CO	1	4,212.73	N			
01-09220	CENTRAL NEBRASKA REFRIGER	3	2,164.75	N			
01-10020	YORK COUNTY REGISTER OF D	1	46.00	N			
01-10070	RAILROAD MANAGEMENT COMPA	1	284.85	N			
01-10840	TOTAL ADMINISTRATIVE SERV	2	3,471.11	N			
01-11190	MEAD LUMBER & RENTAL	1	15.34	N			
01-11780	OVERHEAD DOOR CO OF LINCO	1	50.96	N			
01-13680	HEISS ELECTRIC INC	1	678.18	N			
01-14410	LINCOLN WINWATER WORKS	1	3,845.30	N			
01-14460	HIEBNER BODY SHOP	1	63.45	N			
01-14670	OCLC INC	1	457.63	N			
01-14740	BRIAN QUICK	1	89.04	N			
01-14880	ALFRED BENESCH & CO	2	5,385.17	N			
01-14930	MIDWEST BANK	1	4,567.93	N			
01-15560	TRUCK CENTER	1	280.10	N			
01-15880	CHARLIE'S U-SAVE RX	1	185.56	N			
01-16710	ONE CALL CONCEPTS INC	1	94.59	N			
01-18410	REGIONAL CARE INC	1	31,495.14	N			
01-19370	NE TECHNOLOGY & TELECOMMU	3	173.66	N			
01-19410	NE CITY/COUNTY MANAGEMENT	1	531.46	N			
01-19960	GPM	1	1,836.60	Y			
01-19980	JEO CONSULTING GROUP INC.	1	2,762.50	N			
01-20170	AMAZON	4	107.87	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-20310	KERFORD LIMESTONE CO	2	2,996.33	N			
01-20850	DEARBORN LIFE INSURANCE C	1	3,644.98	N			
01-21330	THOMAS MOMMENS	1	200.00	N			
01-21870	ODEYS INC	1	3,219.60	N			
01-22050	HEAVY METAL SUPPLY CO	2	65.13	N			
01-22100	SLACK AUTO SUPPLY LLC	3	476.58	N			
01-22660	SPECTRUM ENTERPRISE	1	1,795.07	N			
01-22700	SPECTRUM BUSINESS	4	516.89	N			
01-22790	SITE ONE LANDSCAPE SUPPLY	1	6,330.32	N			
01-22940	JOSEPH FREI	1	120.00	N			
01-24090	AXIA PAYMENTS	1	229.27	N			
01-24100	GLOBAL PAYMENTS	1	811.66	N			
01-24290	O'HARA PHOTOGRAPHY	1	95.00	Y			
01-24440	QUALITY SOUND & COMMUNICA	1	35.00	Y			
01-24700	WOODS & AITKEN	1	1,780.73	Y			
01-25530	SAM'S CLUB MC/SYNCB	1	6,798.27	N			
01-25650	CARDMEMBER SERVICE	1	469.37	N			
01-25770	CRESTON FERTILIZER	1	419.60	N			
01-25820	MERCHANT SERVICES	1	1,540.05	N			
01-25890	VESSCO INC	1	1,452.00	N			
01-26010	SOARIN GROUP	1	790.50	N			
01-26370	FIRE & POLICE SELECTION I	1	1,308.75	N			
01-26400	GEO COMM	1	2,038.00	N			
01-27090	FRANK HARRE	1	225.00	Y			
01-27210	MIDWEST AUTO PARTS INC.	4	86.12	N			
01-27310	NICK'S FARM STORE	1	8.20	N			
01-27440	LIVE WELL COUNSELING CENT	1	625.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-27460	ESSENTIAL SCREENS	1	122.00		N		
*** REPORT TOTALS ***		226	384,837.14				

SELECTION CRITERIA

VENDOR SET: 01 CITY OF YORK
VENDOR: ALL
BANK: ALL
VENDOR CLASS(ES): ALL CLASSES

TRANSACTION SELECTION

REPORTING: PAID ITEMS

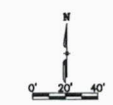
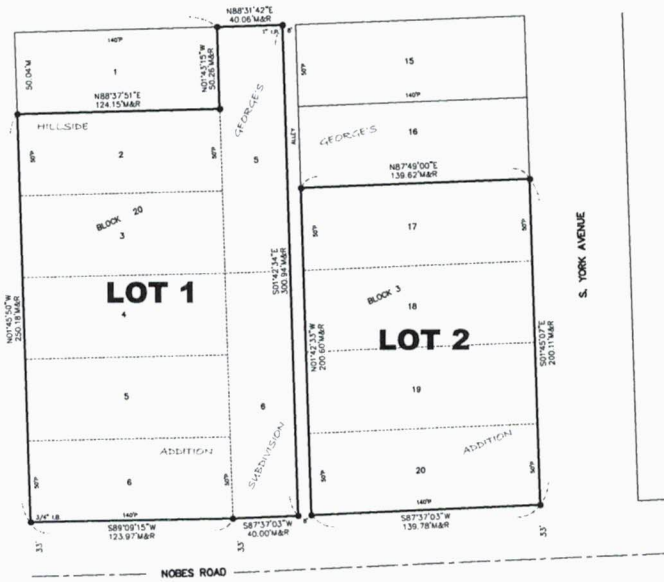
	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 5/07/2021 THRU 5/20/2021	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

PRINT OPTIONS

REPORT SEQUENCE: VENDOR #
G/L EXPENSE DISTRIBUTION: NO
CHECK RANGE: 000000 THRU 999999

LICHTI 1ST SUBDIVISION

CITY OF YORK, YORK COUNTY, NEBRASKA



- LEGEND**
- P PLATTED DISTANCE
 - M MEASURED DISTANCE
 - R RECORDED DISTANCE
 - FOUND CORNER L5#73 UNLESS NOTED OTHERWISE
 - SET 5/8" O.D. REBAR W/YELLOW PLASTIC CAP STAMPED "HAYS L.S.#73"
 - ⊙ SECTION CORNER

STATE SURVEYOR

BASIS OF BEARING BEARINGS ARE BASED ON NAD83 NEBRASKA STATE PLANE GRID AS DETERMINED BY GPS RTK OBSERVATIONS USING THE DIGIFARM VIRTUAL BASE NETWORK

COUNTY TREASURER CERTIFICATE:
 THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THE PLAT AS SHOWN BY RECORDS OF THIS OFFICE.

DATED THIS _____ DAY OF _____, 2021 A.D.

BY: _____ COUNTY TREASURER

CITY COUNCIL ACCEPTANCE:
 THIS PLAT OF LICHTI 1ST SUBDIVISION, LOCATED IN THE CITY OF YORK, YORK COUNTY, NEBRASKA WAS APPROVED AND ACCEPTED BY THIS CITY COUNCIL OF THE CITY OF YORK, NEBRASKA.

THIS _____ DAY OF _____, 2021 A.D.

BY: BARRY H. REDFERN - MAYOR

ATTEST: C. JEAN THELE - CITY CLERK

APPROVAL OF THE CITY PLANNING COMMISSION:
 THIS PLAT OF LICHTI 1ST SUBDIVISION, LOCATED IN THE CITY OF YORK, YORK COUNTY, NEBRASKA WAS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF YORK, YORK COUNTY, NEBRASKA THIS _____ DAY OF _____, 2021 A.D.

BY: _____ CHAIRPERSON

APPROVAL OF THE PUBLIC WORKS DIRECTOR:
 THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE DIRECTOR OF PUBLIC WORKS, YORK NEBRASKA THIS _____ DAY OF _____, 2021 A.D.

BY: _____ DIRECTOR

LEGAL DESCRIPTION:
 LOTS 2, 3, 4, 5, AND 6, IN BLOCK 20, HILLSIDE ADDITION TO THE CITY OF YORK, YORK COUNTY, NEBRASKA.
 LOTS 17, 18, 19, AND 20, IN BLOCK 3, GEORGE'S ADDITION TO THE CITY OF YORK, YORK COUNTY, NEBRASKA.
 LOTS 5 AND 6, IN GEORGE'S SUBDIVISION TO THE CITY OF YORK, YORK COUNTY, NEBRASKA.

SURVEYOR'S CERTIFICATE:
 I, CHRISTOPHER C. HAYS, A REGISTERED SURVEYOR OF THE STATE OF NEBRASKA, HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECTION, FEBRUARY 26, 2021; AND THAT SAID SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE OF SURVEY: _____
 COUNTY OF YORK, NEBRASKA
 FILED BY: _____
 REGISTER # 2021
 Return to: Christopher C. Hays, Nebraska L.S. No. 873

HAYS LAND SURVEYING, LLC
 160 NORTH PARK ST., P.O. BOX 430, G22618, NE 68651 (402) 366-7932 WWW.HAYSLSNE.COM

TITLE: BOUNDARY SURVEY REQUESTED BY DAN TROESTER
 PROJECT: HILLSIDE ADDITION & GEORGE'S ADDITION CITY OF YORK, YORK COUNTY, NEBRASKA
 DATE: 2/28/2021
 SHEET: 1 OF 1



DEED OF DEDICATION:
 KNOW ALL MEN BY THESE PRESENTS: THAT WE, MAX A. LICHTI AND SANDRA K. LICHTI, M & S LICHTI, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND DESCRIBED HEREON HAVE CAUSED THE SAME TO BE SURVEYED, PLATTED AND DESIGNATED AS LICHTI 1ST SUBDIVISION AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, AND DO HEREBY FREELY AND VOLUNTARILY DEDICATE THE STREETS AND EASEMENTS AS SHOWN THEREON FOR THE LOCATION, CONSTRUCTION, AND MAINTENANCE OF PUBLIC SERVICE UTILITIES, FOREVER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERE TO, AND THAT THE FOREGOING SUBDIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

BY: MAX A. LICHTI, MEMBER _____
 BY: SANDRA K. LICHTI, MEMBER _____

ACKNOWLEDGMENT:
 STATE OF _____
 COUNTY OF _____
 ON THIS _____ DAY OF _____, 2021, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY CAME THE ABOVE NAMED MAX A. LICHTI AND SANDRA K. LICHTI, M & S LICHTI, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, TO BE PERSONALLY KNOWN TO ME, TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE DEDICATION OF THIS PLAT AND THEY ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, 2021.

NOTARY PUBLIC _____

WWW.HAYSLSNE.COM

LEASE AGREEMENT

This Lease Agreement, (hereinafter this "Lease") executed in duplicate, is made by and between the City of York, a political subdivision of the State of Nebraska, hereinafter known as "Lessor," and Southeast Community College, a political subdivision of the State of Nebraska, hereinafter known as "Lessee," collectively, "the Parties."

1. **Premises.** Lessor hereby leases to Lessee, subject to the terms, covenants and conditions set forth in this Lease, the following premises located at the Holthus Convention Center, 3130 Holen Avenue, York, Nebraska:

- Room 113 – for use as office space;
- Room 121 – for use as classroom space; and
- Room 129 – for use as storage space

hereinafter the "Demised Premises" shown on the floor plan attached hereto and incorporated herein as *Exhibit "A" – Demised Premises Floor Plan*.

Lessor warrants and represents that it is the owner of the Demised Premises.

1.1 **Floating Classroom.** In addition to the forgoing, this Lease includes a "Floating Classroom". The Floating Classroom shall be available for use by the Lessee, HCC schedule permitting, during the term of the Lease. The Floating Classroom shall be a space selected by the Lessor within the Holthus Convention Center which is suitable for use as a classroom. The Lessor may change the location of the Floating Classroom within the Holthus Convention Center from time to time based on availability.

1.2 **Common Areas – Definition.** "Common Areas" are all areas and facilities outside the Demised Premises and within the exterior boundary line of the building and grounds and interior utility raceways within the Demised Premises that are provided and designated by Lessor from time to time for the general non-exclusive use of Lessor, Lessee, and other tenants and users of the building and their respective employees, suppliers, shippers, tenants, contractors and invitees. Without limiting the generality of the forgoing, the common areas include parking and restroom facilities.

1.3 **Common Areas – Lessee's Rights.** Lessor hereby grants to Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers and privileges reserved by Lessor under the terms hereof.

2. **Term.**

2.1 The term of this Lease, (hereinafter "Term") shall be for a period of 12 months

commencing on July 1, 2021, and ending on June 30, 2022, unless sooner terminated as hereinafter provided.

- 2.2 The Lessee shall have the option to renew this Lease Agreement for an additional term of 12 months. Written notice of intention to renew must be furnished to Lessor 90 days prior to expiration of this Lease Agreement. The rental amount shall be subject to renegotiation at the time of any renewal, but all other terms and conditions shall remain as provided in this Lease Agreement.

3. **Rent.**

- 3.1 Lessee shall pay Lessor rent in the total amount of \$21,000.00 in 12 equal monthly installments of \$1,750.00 per month payable in advance on the first (1st) day of each month throughout the Term of this Lease. Rent payable hereunder for any period of time less than one (1) month shall be determined by prorating the monthly rent herein specified based on the actual number of days in the month. Rent shall be made by check made payable to "The City of York."

4. **Notices.** All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified return receipt, and addressed as follows:

LESSEE:

Dr. Paul Illich, President
Southeast Community College
301 S. 68th St., Fifth Floor
Lincoln, NE 68510-2449

LESSOR:

City of York
3130 Holen Avenue
York, NE 68467

5. **Assignment and Subletting.**

- 5.1 Lessee shall not assign any rights or duties under this Lease Agreement or sublet the Demised Premises or any part of the Demised Premises, nor allow any other person (other than Lessee's employees and invitees) to occupy or use the Demised Premises without the prior, express, and written consent of Lessor. A consent to one assignment, sublease, or occupation or use by any other person shall not be a consent to any subsequent assignment, sublease, or occupation or use by another person. Any assignment or subletting without consent shall be void.
- 5.2 The Lessor shall not unreasonably withhold consent to an assignment or sublease of the Demised Premises by Lessee.

6. **Inspection.** Lessee agrees to permit Lessor and/or its authorized representative to enter the Demised Premises during usual business hours for the purposes of inspecting the same. Lessee agrees that Lessor may enter the Demised Premises at any reasonable time for the purpose of making necessary repairs or fulfilling any obligation with respect to cleaning and maintenance for which Lessor is responsible.

7. **Fixtures and Personal Property.** Any trade fixtures, equipment or personal property

installed in or attached to the Demised Premises by or at the expense of Lessee shall be and remain the property of Lessee and Lessor agrees that Lessee shall have the right to remove any or all of its personal property, trade fixtures, and equipment. Equipment and other personal property which may have been stored or installed by or at the expense of Lessor shall be and remain the property of Lessor. Lessee agrees that it will, at its expense, repair any damage occasioned to the Demised Premises by reason of the removal of its trade fixtures, equipment, and other personal property.

8. **Alterations.** Lessee will not make or permit any alterations or additions to any part of the Demised Premises, except by written consent of Lessor, which consent shall not be unreasonably withheld. Except as provided in paragraph 7, all alterations to the Demised Premises shall remain for the benefit of Lessor unless otherwise provided in said consent.

9. **Return of Premises.** At the conclusion of this Lease or any extension thereof, Lessee shall return the Demised Premises to Lessor in the same condition as it was received at origination of this Lease, normal wear and tear excepted.

10. **Destruction of Premises.**

10.1 If a portion of the Demised Premises or the building is damaged by fire, unavoidable casualty, Act of God, or some other event that renders the Demised Premises unfit ("Event") such that Lessee is prevented from conducting its business in the premises in a manner reasonably comparable to that conducted immediately before such Event, then Lessee may terminate this Lease by delivering written notice to Lessor of its election to terminate immediately after the Event. The portion of any lease payment which is attributed to the period of time after the Lease has been terminated in the above manner shall be refunded by Lessor to Lessee. If Lessee does not so timely terminate this Lease, then Lessor shall repair the building or the Demised Premises, as the case may be, as provided below, and the lease payment for the portion of the Demised Premises rendered unusable for Lessee's purposes by the damage or repair shall be abated on a reasonable basis from the date of damage until the completion of the repair, unless Lessee or one or more of their agents, invitees, or employees solely caused such damage, in which case, Lessee shall continue to pay the lease payment without abatement.

10.2 Lessor shall, within fifteen (15) days after such Event, deliver to Lessee a good faith estimate of the time needed to repair the damage caused by such Event. Lessor shall be responsible for repairing the same in a timely manner at Lessor's own expense and the lease payments shall be suspended from the time of the Event until the Demised Premises have been put in substantially the same condition as they existed immediately before such Event, except that the lease payment shall not be suspended if the Lessee had caused the damage from its use.

11. **Repair and Maintenance.** During the Term of this Lease, Lessor shall maintain the Demised Premises including, but not limited to, general landscaping, sidewalks, building entrances and parking areas, the roof, exterior walls, exterior doors, exterior windows and corridors of the building, and any building equipment in good repair and tenantable condition. Lessor's obligations include, but are not limited to, the maintenance and repair of the plumbing, heating, electrical, air-

conditioning and ventilating equipment, and fixtures to the end that all such facilities are kept in good operative condition except in case of damage arising from a willful or negligent act of Lessee's invitee, or employee. Lessor's obligations shall also include, but are not limited to, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters and air conditioning and ventilating equipment filters.

12. Services and Utilities.

- 12.1 Utilities: All utility services for use by Lessee in the Demised Premises and associated building and associated fees shall be the responsibility of Lessor. In the event of any outage of utility services to the Demised Premises, Lessor shall use its best efforts to restore said utility services promptly
- 12.2 Janitorial Services/Supplies: Lessor shall be responsible for all janitorial services in the common areas. Lessee shall be responsible for cleaning in the Demised Premises (other than the Floating Classroom).
- 12.3. Other: Lessor will provide trash removal, snow/ice removal from parking lots, building entrances, exits, surrounding sidewalks and driveways, lawn care, and interior and exterior pest control and services to correct any unsafe condition in a timely manner. All maintenance-related services including, but not limited to, electrical (including light tube/bulb/ballast replacement and installation), mechanical (including furnace filters installation and replacement and other routine maintenance services), plumbing (including clearing clogged toilets and drains within twenty-four (24) hours of notification), structural, roof, lawn services, pest control, etc., shall be provided by Lessor as part of the rental rate. Lessor is responsible for snow and ice removal of entrances/exits, and sidewalks as soon as practicable after cessation of snow, sleet, or icy weather. If conditions warrant, additional snow and ice removal may be needed during the business day based on conditions and the accumulation of snow, sleet, and ice.
- 12.4 Internet Services: The Lessor agrees to provide the same internet and Wi-Fi services to the Lessee as is provided to other tenants, invitees, and users of the Holthus Center. The Lessee reserves the right to request additional network capacity through expanding the bandwidth provided by the network provider the Lessor is currently using or bring in our Lessee's own network connectivity through a network fiber provider of Lessee's choosing. In the event the Lessee requests additional bandwidth or the bringing in of a second fiber connectivity provider, the Lessee will be responsible for the costs of the additional capacity and the Lessor will be responsible to provide easement for such connectivity and provide the Lessee with space for an IT Server/Switch Rack and additional electrical capacity as needed.

13. Holding Over. In the event Lessee remains in possession of the Demised Premises after the expiration of the Term or any extension thereof, this Lease shall be automatically extended on a month-to-month basis, subject to termination by either party by providing ninety (90) days' written notice of termination to the other party, and otherwise on the terms and conditions herein specified. Rent payable during any holdover period shall be the same as the monthly rent payable in the last

month prior to expiration unless another amount is mutually agreed upon in writing by Lessee and Lessor.

14. Compliance with Law.

14.1 Lessee shall comply with all laws, orders, ordinances and other public requirements now or later pertaining to Lessee's use of the Demised Premises. Lessor shall comply with all laws, orders, ordinances and other public requirements now or later affecting the Demised Premises.

14.2 Lessor shall ensure that the Demised Premises meets all current applicable code requirements, including but not limited to fire/life safety codes and the Americans with Disabilities Act Accessibility Guidelines.

15. Default.

15.1 In the event Lessee fails to pay any lease payment due herein or fails to keep and perform any of the other terms or conditions hereof, Lessor may serve written notice of default upon Lessee. Upon such receipt, Lessee shall have thirty (30) days to cure the default so noted in the notice of default. If, after said cure period the default has not been cured, Lessor may resort to any and all legal remedies or combination of remedies which Lessor may desire to assert, including but not limited to one or more of the following: (1) declare the Lease terminated; (2) file a claim for the lease payment due under the Lease and/or for any damages sustained by Lessor; (3) continue the Lease in effect and relet the Demised Premises on such terms and conditions as Lessor may deem advisable with Lessee remaining liable for the monthly lease payments until the Demised Premises is relet.

15.2 No action by Lessor shall be construed as an election to terminate the Lease unless written notice of such intention is given to Lessee by certified mail, return receipt requested.

15.3 In the event Lessor fails or refuses to comply with any requirements of the Lease within thirty (30) days of the event giving rise to the requirement or in the event of an emergency constituting a hazard to the health or safety of Lessee's employees, property, or invitees, Lessee may resort to any and all legal remedies or combination of remedies which Lessee may desire to assert, including but not limited to one or more of the following: (1) perform such maintenance or make such repair at its own cost and deduct the amount thereof from the lease payment that may then be or thereafter become due hereunder; (2) terminate the lease; and (3) exercise such other remedies as are available to Lessee in equity or in law.

15.4 No action by Lessee shall be construed as an election to terminate the Lease unless written notice of such intention is given to Lessor by certified mail, return receipt requested.

16. Taxes. Lessor shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the term of this Lease on the Demised Premises, and

all personal property taxes with respect to Lessor's personal property, if any, on the Leased Premises. Lessee shall be responsible for paying all personal property taxes, if any, with respect to Lessee's personal property at the Demised Premises.

17. **Building Rules.** Lessee shall comply with the rules of the Building adopted and altered by Lessor from time to time and will cause all of its agents, employees, invitees, and visitors to comply with such rules. All changes to such rules shall be sent by Lessor to Lessee in writing.

18. **Signage.** The Lessor will allow the Lessee to place exterior signage attached to the present exterior signage (below the Holthus sign) as approved by the Lessor. The Lessor will also allow interior signage and way findings as necessary and agreed upon by the Lessor and Lessee. All costs associated with such signage shall be paid by the Lessee. If signage is removed the area shall be restored to the condition that existed prior to installation of such signage at Lessee's sole expense.

19. **Property Insurance.** The Lessor shall maintain fire and extended coverage insurance on the Demised Premises in such amounts as Lessor shall deem appropriate. Lessee shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Demised Premises.

20. **Liability Insurance.** Lessee shall maintain liability insurance with limits of at least \$1,000,000 for any person for any number of claims arising out of a single occurrence; and at least \$5,000,000 for all personal injury and property damage claims arising out of a single occurrence. Lessee shall provide Lessor with a certificate of insurance. The Lessee shall give the Lessor written notice prior to terminating or changing any such insurance policy.

21. **Certain Insurance Risks.** Lessee will not do or permit to be done any act or thing upon the Demised Premises which would (a) jeopardize or be in conflict with fire insurance policies covering the Demised Premises or Building or (b) increase the cost or rate of fire insurance applicable to the Demised Premises or Building to an amount higher than it otherwise would be for general office use of the Demised Premises or Building. Lessor will notify Lessee in writing of any act or behavior that the Lessor has knowledge that Lessee is creating or doing which increases the insurance risk.

22. **Liability.** Lessor shall not be liable for any personal injury, death, property damage or other loss incurred by Lessee or any of Lessee's invitees or to any other person on the premises with Lessee's permission unless Lessor is negligent or reckless and such negligence or recklessness was the cause of any personal injury, death, property damage or loss incurred.

23. **Rental of Additional Space.** The Lessor also agrees during the term of this Lease to rent additional available space in the Holthus Convention Center to the Lessee as needed at the standard rate less 15%. A 2016 rate card is attached to this Lease as Exhibit "B".

24. **Amendments and Binding Effect.** This Lease may not be amended except by instrument in writing signed by Lessor or Lessee. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing signed by the applicable party and no custom or practice which may evolve between the Parties in the administration in the terms hereof shall waive or diminish the right of either party to insist on the performance of the other party in strict

accordance with the terms hereof.

25. **Severability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

26. **Entire Agreement.** This Lease constitutes the entire agreement between Lessor and Lessee regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties or agreements have been made by Lessor or Lessee to the other with respect to this Lease or the obligations of Lessor or Lessee in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

27. **Governing Law.** This Agreement shall be enforced in accordance with and governed by the laws of the State of Nebraska.

28. **Waiver.** The failure of either party to insist on strict performance of any covenant or condition of this Lease, or to exercise any option contained in this Lease, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

29. **Quiet Environment.** Lessor covenants that if, and so long as, Lessee pays the rent and performs the covenants of this Lease, Lessee shall peaceably and quietly have, hold, and enjoy the Demised Premises for the Term mentioned, subject to the provisions of this Lease.

30. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year last below written.

LESSEE:

Date: _____, 2021

Dr. Paul Illich, President
SOUTHEAST COMMUNITY COLLEGE

LESSOR:

Date: _____, 2021

[Title]
CITY OF YORK, NEBRASKA

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25099

LESSEE:

City of York
100 E 4th Street
York NE 68467

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee").

LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss") , Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS.This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of May, 2021.

LESSEE:
City of York

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____
Title: _____
Printed Name: _____

By: _____
Title Treasurer
Uygar Gazioglu

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of York, an entity duly organized and existing under the laws of the **State of Nebraska** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25099**, between City of York and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of York , hereto this ____ day of May 2021.

By: _____
(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 25099 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of York

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 25099
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25099** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 60 Months

Commencement Date: June 1, 2021

First Payment Due Date: June 1, 2023

4 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25099

Lease Schedule A No. : 25099

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25099. See Schedule A for a detailed Equipment List.

LESSEE:

City of York

By: _____

Date: _____

Created By: michael.epley@pvcneb.com Cart Name: Currency: USD
 Created On: 20 Mar 2020 Contract: 32517 - NEBRASKA ADMIN SERVICES

1. Model No. PMMN4065A		APX IMPRES RSM W/VOL, IP67				
Earliest Available Ship Date	Available	List Price	Your Price	Qty	Extended Price	
17 Apr 2020	N	107.00	74.90	18	1,348.20	
2. Model No. RLN4941AXL		REC ONLY EARPIECE W/TRANSLUCET TUBE, LOUD VERSION				
Earliest Available Ship Date	Available	List Price	Your Price	Qty	Extended Price	
25 Mar 2020	N	85.00	59.50	18	1,071.00	
3. Model No. H51UCF9PW6AN		APX 4000 7/800 MHZ MODEL 2 PORTABLE				
Earliest Available Ship Date	Available	List Price	Your Price	Qty	Extended Price	
10 Apr 2020	N	2,803.00	1,989.10	18	35,803.80	
Configuration						
1. H51UCF9PW6AN		1,983.00	1,374.10	18	24,733.80	
2. QA04865AA ADD: TWO KNOB CONFIGURATION		0.00	0.00	18	0.00	
3. QA00631AB ADD: DVRS PSU ACTIVATION		100.00	70.00	18	1,260.00	
4. H885BK ADD: 3Y ESSENTIAL SERVICE		80.00	90.00	18	1,620.00	
5. Q811BR ENH: SOFTWARE P25 CONVENTIONAL		850.00	455.00	18	8,190.00	
6. H842AY ADD: SINGLE UNIT PACKAGING		0.00	0.00	18	0.00	
4. Model No. PMPN4174A		CHGR DESKTOP SINGLE UNIT IMPRES, US/NA				
Earliest Available Ship Date	Available	List Price	Your Price	Qty	Extended Price	
30 Mar 2020	N	78.00	53.20	18	957.60	
5. Model No. PMLN7182A		APX2000/4000 TWO-KNOB,SWIVEL,LEATHER CARRY CASE				
Earliest Available Ship Date	Available	List Price	Your Price	Qty	Extended Price	
08 Apr 2020	N	68.00	46.20	18	831.60	
6. Model No. M37TSS9PW1AN		APX8500 ALL BAND MP MOBILE				
Earliest Available Ship Date	Available	List Price	Your Price	Qty	Extended Price	
10 Apr 2020	N	9,774.00	6,892.20	6	41,353.20	
Configuration						
1. M37TSS9PW1AN		4,770.00	3,339.00	6	20,034.00	
2. G51AT ENH: SMARTZONE OPERATION APX		1,500.00	1,050.00	6	6,300.00	
3. G142AD ADD: NO SPEAKER NEEDED		0.00	0.00	6	0.00	
4. GA01517AA DEL: NO J600 ADAPTER CABLE NEEDED		0.00	0.00	6	0.00	
5. G361AH ENH: P25 TRUNKING SOFTWARE APX		300.00	210.00	6	1,260.00	
6. GA00831AA ADD: DVRS MSU ACTIVATION		250.00	175.00	6	1,050.00	
7. G998AS ENH: OVER THE AIR PROVISIONING		100.00	70.00	6	420.00	
8. GA08007AA ADD: OUT OF THE BOX WI-FI PROVISIONING		0.00	0.00	6	0.00	
9. GA01513AA ADD: ALL BAND MOBILE ANTENNA (7/8V/U)		95.00	66.50	6	399.00	
10. W22BA ADD: STD PALM MICROPHONE APX		72.00	50.40	6	302.40	
11. GA01606AA ADD: NO GPS/WI-FI ANTENNA NEEDED		0.00	0.00	6	0.00	
12. G78AT ADD: 3Y ESSENTIAL SERVICE		168.00	168.00	6	1,008.00	
13. G87DD ADD: REMOTE MOUNT MP		297.00	207.90	6	1,247.40	
14. G298AS ENH: ASTRO 25 OTAR W/ MULTIKEY		740.00	518.00	6	3,108.00	
15. G843AH ADD: AES ENCRYPTION APX AND ADP		475.00	332.50	6	1,995.00	
16. G806BL ENH: ASTRO DIGITAL CAI OP APX		515.00	380.50	6	2,163.00	
17. GA00804AA ADD: APX O2 CONTROL HEAD		492.00	344.40	6	2,066.40	
7. Model No. H1919A		MULTIPLEXER QMA				
Earliest Available Ship Date	Available	List Price	Your Price	Qty	Extended Price	
01 Apr 2020	N	250.00	175.00	6	1,050.00	
8. Model No. TT2794A		VRX1000-7/800 769-775/851-869 MHZ				
Earliest Available Ship Date	Available	List Price	Your Price	Qty	Extended Price	

Ship Date					
20 Jul 2020	N	7,044.00	0,410.04	6	38,480.24
Configuration					
1. TT2794A		3,350.00	3,048.50	6	18,291.00
2. TT05716AA DVR/RX FOR USE WITH DUAL BAND APX MOBILE		0.00	0.00	6	0.00
3. TT05951AA ADD: P25 PHASE 1 OPERATION		1,560.00	1,419.60	6	8,517.60
4. TT05952AA ADD: P25 ENCRYPTION		454.00	413.14	6	2,478.84
5. TT05953AA ADD: P25 ENHANCED TRUNKING FEATURES		1,680.00	1,528.80	6	9,172.80

Total: 120,875.64

0008687189 - STATE OF NEBRASKA

File Number	0008687189	Radio Service	SL - Public Safety 700 MHZ Band-State License
Call Sign	WPTZ786	Application Status	2 - Pending
General Information			
Application Purpose	NT - Required Notification		
Existing Radio Service			
Authorization Type	Regular	Emergency STA	
Receipt Date	06/11/2019	Action Date	06/12/2019
Entered Date	06/11/2019	Requested Expiration Date	
Waiver	No	Number of Rules	
Attachments	Yes	Grandfathered Privileges	
Application Fee Exempt	Yes	Regulatory Fee Exempt	
Major Request			

Applicant Information

FRN	0005609821	Type	Governmental Entity
Name	STATE OF NEBRASKA 501 SOUTH 14TH STREET LINCOLN, NE 68508 ATTN Office of the CIO		P:(402)471-3719 F:(402)471-3414 E:mike.jeffres@nebraska.gov
Real Party in Interest		FRN of Real Party in Interest	

Contact Information

Name	State of Nebraska Office of the CIO Mike Jeffres 501 S 14th Street Lincoln, NE 68508		P:(402)471-3719 F:(402)471-3414 E:mike.jeffres@nebraska.gov
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Subpart R—Regulations Governing the Licensing and Use of Frequencies in the 763-775 and 793-805 MHz Bands

SOURCE: 63 FR 58651, Nov. 2, 1998, unless otherwise noted.

[↑ Back to Top](#)

§90.521 Scope.

This subpart sets forth the regulations governing the licensing and operations of all systems operating in the 758-775 MHz and 788-805 MHz frequency bands. It includes eligibility, operational, planning and licensing requirements and technical standards for stations licensed in these bands. The rules in this subpart are to be read in conjunction with the applicable requirements contained elsewhere in this part; however, in case of conflict, the provisions of this subpart shall govern with respect to licensing and operation in these frequency bands.

[63 FR 58651, Nov. 2, 1998, as amended at 72 FR 48860, Aug. 24, 2007; 77 FR 62463, Oct. 15, 2012]

[↑ Back to Top](#)

§90.523 Eligibility.

This section implements the definition of public safety services contained in 47 U.S.C. 337(f)(1). The following are eligible to hold Commission authorizations for systems operating in the 769-775 MHz and 799-805 MHz frequency bands:

(a) *State or local government entities.* Any territory, possession, state, city, county, town, or similar State or local governmental entity is eligible to hold authorizations in the 769-775 MHz and 799-805 MHz frequency bands.

§90.531 Band plan.

This section sets forth the band plan for the 758-775 MHz and 788-805 MHz public safety bands.

(a) *Base and mobile use.* The 763-775 MHz band may be used for base, mobile or fixed (repeater) transmissions. The 793-805 MHz band may be used only for mobile or fixed (control) transmissions.

AFC Coordination Fee Schedule

New Stations / Major Modifications	
30 MHz - 174 MHz ***	\$210* Per Frequency/site combination
450 MHz - 512 MHz *** & 800 MHz General Category channels ** (non NPSPAC 854-861 MHz)	\$210* Per Frequency pair/site combination
800 MHz NPSPAC (851-854 MHz) channels & 700 MHz (769-775 MHz) Narrowband channels	\$60* Per Frequency pair/site combination (\$100 minimum per application)
FXO/FX3 Station Classes	\$210* Per Frequency for the first site plus \$10 for any reuse of that same frequency at each additional site.
Minor Modifications	
No major technical modifications or changes increasing coverage area. Minor Modifications are defined as changes affecting existing licenses requiring administrative information, reducing technical parameters, changing/adding emission designators only (except for TDMA-type systems, for example 7K60FXE or 7K60FXD), increasing mobile units or control station units (with antennas under 6.1 meters) only, deleting frequencies and/or sites.	\$100 minimum fee per application (Applies ONLY if the app is submitted via SpectrumWatch. Minor Modifications are included at no additional charge when submitted as New Station/Major Modifications per above "NEW" fee schedule.)
Coordination of the five National Plan 800 MHz "ICALL" channels, the 700 MHz Interoperability (I/O) channels, the 90.25 federal interoperability channels and certain other recognized I/O channels (Click here)	NO CHARGE when combined with other chargeable items. \$100 minimum fee per application if no other chargeable items.
System licensing with NO other changes	\$210 per application
Adding 6.1 meter control stations for VHF and UHF below 470 MHz with same or lesser parameters as corresponding base/mobile. Must be currently licensed for corresponding channels on base/mobile. For control stations greater than 6.1 meters, refer to our New Stations/Major Modifications fee schedule.	NO CHARGE when combined with other chargeable items. \$100 minimum fee per application if no other chargeable items. (Applies ONLY if the app is submitted via SpectrumWatch. Otherwise, \$100 fee per application plus \$10 per frequency line.)

City of York (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 2.890%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	6/1/2021	\$ 120,875.64	1		
2 Lease Payment	6/1/2023	\$ 33,370.62	4	Annual	6/1/2026

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	6/1/2021				\$120,875.64
1	6/1/2023	\$ 33,370.62	\$ 7,087.52	\$ 26,283.10	\$ 94,592.54
2	6/1/2024	\$ 33,370.62	\$ 2,733.70	\$ 30,636.92	\$ 63,955.62
3	6/1/2025	\$ 33,370.62	\$ 1,848.30	\$ 31,522.32	\$ 32,433.30
4	6/1/2026	\$ 33,370.62	\$ 937.32	\$ 32,433.30	\$ -
Grand Totals		\$ 133,482.48	\$ 12,606.84	\$120,875.64	

INITIAL INSURANCE REQUIREMENT: \$120,875.64

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25099** to that Equipment Lease Purchase Agreement number **25099** will be maintained by the City of York as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25099** , City of York , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25099 to that Equipment Lease Purchase Agreement number 25099. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25099 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **City of York**?
3. Does the equipment replace existing equipment?
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

To be completed w/ attached letter
- Ed Tjarden

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease #25099) held on May _____, 2021, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of York (Lessee) and Motorola Solutions, Inc. (Lessor).

2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.



CONSULTING SERVICES AGREEMENT

CLIENT	City of York	Project Name	York On-Call City Engineering Services
Address	100 East 4 th Street		
	P.O. Box 507		
	York, NE 68467	Project Location	York, NE
Telephone	402-363-2600		
Client Contact	Dr. Sue Crawford	Consultant PM	Terry Brown
Client Job No.		Consultant Job No.	

This Agreement is made by and between City of York, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

This contract includes professional engineering services to be completed at the request of the City Administrator or Public Works Director to assist with City Engineering services for the City of York.

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- Attachment A: Scope of Services and Fee Estimate
 - Attachment B: Schedule of Unit Rates
 - Attachment C: _____
- or
- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- By Lump Sum: \$_____.
- By Time and Materials: \$50,000.
- By Other Payment Method (See Attachment _____): \$_____.
- As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Anthony Dirks

TITLE: _____

TITLE: Senior Vice President

DATE: _____, 2021

DATE: May, 2021

BENESCH OFFICE: Lincoln

ADDRESS: 825 M Street, Suite 100

Lincoln, NE 68508

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

Supplemental Condition is incorporated herein when the applicable box is checked.

S.1 Location of Underground Utilities

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

S.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

S.3 Disposition of Samples and Equipment

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.



2020 EMPLOYMENT CLASSIFICATION AND RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>BILLABLE RATE</u>
Project Manager I	\$152.00
Project Manager II	\$175.00
Senior Project Manager	\$190.00
Project Principal	\$246.00
Project Engineer I	\$123.00
Project Engineer II	\$135.00
Senior Project Engineer	\$160.00
Construction Representative I	\$80.00
Construction Representative II	\$97.00
Construction Representative III	\$120.00
Inspector I	\$72.00
Inspector II	\$80.00
Inspector III	\$88.00
Designer I	\$105.00
Designer II	\$116.00
Technologist I	\$68.00
Technologist II	\$80.00
Senior Technologist	\$120.00
Technical Specialist I	\$97.00
Technical Specialist II	\$120.00
Senior Technical Specialist	\$135.00
Intern	\$65.00
Field/Lab Technician I	\$59.00
Field/Lab Technician II	\$68.00
Field/Lab Technician III	\$80.00
Senior Field/Lab Technician	\$97.00
Instrument Operator	\$65.00
Party Chief	\$95.00
Surveyor (RLS)	\$104.00
Senior Surveyor (RLS)	\$140.00
Scientist I	\$68.00
Scientist II	\$80.00

Project Scientist I (Environmental)	\$97.00
Project Scientist II (Environmental)	\$120.00
Project Scientist III (Environmental)	\$127.00
Senior Project Scientist	\$143.00
Project Scientist I (Geotechnical)	\$80.00
Project Scientist II (Geotechnical)	\$88.00
Marketing Assistant	\$59.00
Marketing Coordinator	\$80.00
Marketing Manager	\$120.00
Office Assistant	\$59.00
Project Assistant I	\$59.00
Project Assistant II	\$70.00
Division Administrative Assistant I	\$59.00
Division Administrative Assistant II	\$68.00



EXHIBIT A

WORK AUTHORIZATION NO. _____

PROJECT NO. _____ DATE _____, 20_____

PROJECT NAME _____

CLIENT _____

CLIENT PM _____ CONSULTANT PM _____

PHONE NO. _____ PHONE NO. _____

SCOPE OF SERVICES

This WORK AUTHORIZATION Number _____, with the Agreement dated _____, 20_____, between _____, herein called Client and Alfred Benesch & Company herein called Consultant, constitutes the express authority given Consultant by Client to do work as follows (or as shown in Attachment A):

The following are attached to and hereby made a part of this Work Authorization:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- _____
- _____

FEE ESTIMATE

CONSULTANT will perform the Scope of Services described above or in Attachment A, and invoice monthly as noted below in accordance with the selected payment method:

- Client will pay a Fee based on a **Time and Materials** not to exceed \$_____ and invoice using Attachment B: Schedule of Unit Billing Rates.
- Client will pay a **Lump Sum** Fee of \$_____ and invoice using a percentage completed basis.
- Client will pay by another method as described: _____

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____, 20_____

DATE: _____, 20_____

BENESCH OFFICE: _____

ADDRESS: _____

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).