

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, June 2, 2022
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. Notice of this meeting was published in the York News Times on May 26, 2022
3. Pledge of Allegiance
4. Roll Call
5. Minutes of May 19, 2022 meeting
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing & Office Supply in the amount of \$3,551.88
 - 6.2. Claim for Jeff Pieper of Pieper's Inc in the amount of \$749.00
7. Claims for the period of May 20, 2022 through June 2, 2022.
8. City Administrator Report
9. Appointment of James Paul II, Public Works Director, as City Street Superintendent for the remainder of 2022
10. Consider approval of Blackburn Bridge Consulting Services Agreement with Benesch Engineering amount not to exceed \$73,664.00
11. Consider approval of Resolution 2022-12; an update to the Political Activity Section of the employee personnel manual
12. Public Hearing-
Preliminary and Final Plat for Cyber Subdivision; a subdivision of Irregular Tract No. 23, in the NE 1/4 of Section 36, Township 11, Range 3, West of the 6th PM, City of York, York County, Nebraska

13. Mayor Appointments

- 13.1. Appointment of Austin Phinney as a Youth Representative to the Anna Bemis Palmer Museum Advisory Board for a one-year term, effective through July 15, 2023

14. Adjournment

**SPECIAL MEETING
CITY COUNCIL – YORK, NEBRAKSA
May 19, 2022
5:30 PM 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 5:30 o'clock p.m. at the Council Chambers.

The Mayor announce that the Open Meetings Act was posted on the east wall of the Council Chambers.

Barry Redfern; Mayor: Present. Sheila Hubbard: Absent, Christi Lones: Absent, Tony North: Present, Jeff Pieper: Present, Jennifer Sheppard: Present, Scott Van Esch: Present, Matt Wagner: Absent, Jerry Wilkinson: Present.

Minutes

Motion to approve the minutes from the May 5, 2022 and May 12, 2022 meetings. Ayes with a motion by Scott Van Esch and a second by Jerry Wilkinson.

Sheila Hubbard: Absent, Christi Lones: Absent, Matt Wagner: Absent, Tony North: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea

Budget Presentation - Parks & Recreation

Cheree Folts, Parks & Recreation Director, spoke regarding the budgets of the Family Aquatic Center, the Ballpark Complex, the Community Center, Auditorium and the Parks.

Budget Presentation – Library

Library Director, Deb Robertson, presented the Library budget and future ideas.

Budget Presentation - Public Works

James Paul II, Director of Public Works, presented information about the different budgets within this department for the upcoming fiscal year.

Budget Presentation – Administration

City Administrator, Sue Crawford, presented to the Council the details of how the wage study was completed.

Adjournment

There being no further budget business to come before the Council, the Mayor adjourned the meeting, that time being 6:58 o'clock p.m.

Amanda Ring, City Clerk

Barry Redfern, Mayor

**REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
May 19, 2022
7:00 PM 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 was posted on the east wall of the Council Chambers.

Barry Redfern, Mayor: Present. Sheila Hubbard: Absent, Christi Lones: Absent, Tony North: Present, Jeff Pieper: Present, Jennifer Sheppard: Present, Scott Van Esch: Present, Matt Wagner: Absent, Jerry Wilkinson: Present.

Claims of Elected Officials

Motion to approve the claim of Tony North for North Printing and Office Supply in the amount of \$702.53. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch.

Sheila Hubbard: Absent, Christi Lones: Absent, Matt Wagner: Absent, Tony North: Abstain (With Conflict), Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea

Claims

Motion to approve the claims for May 6 through May 19, 2022. Ayes with a motion by Jerry Wilkinson and a second by Tony North.

Sheila Hubbard: Absent, Christi Lones: Absent, Matt Wagner: Absent, Tony North: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea

Cash Balances for April 2022

Motion to approve the cash balances for the month of April 2022. Ayes with a motion by Scott Van Esch and a second by Tony North.

Sheila Hubbard: Absent, Christi Lones: Absent, Matt Wagner: Absent, Tony North: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea

Departmental Activities Reports for April 2022

Motion to approve the departmental activities for the month of April 2022. Ayes with a motion by Jerry Wilkinson and a second by Jeff Pieper.

Sheila Hubbard: Absent, Christi Lones: Absent, Matt Wagner: Absent, Tony North: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea

City Administrator Report

City Administrator, Sue Crawford, informed the Council about the upcoming projects for the Anna Bemis Palmer Museum and the summer intern who will be helping coordinate those projects.

NMC Estimate for CAT 950M Loader tires

Motion to approve estimate from NMC for new tires for CAT 950M Loader in the amount of \$32,347.20. Ayes with a motion by Scott Van Esch and a second by Jennifer Sheppard.

Sheila Hubbard: Absent, Christi Lones: Absent, Matt Wagner: Absent, Tony North: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea

Mayor Appointments

Motion to approve Wes Williamsen to the Aviation Board for a three-year term; effective through June 1, 2025. Ayes with a motion by Jeff Pieper and a second by Tony North.

Sheila Hubbard: Absent, Christi Lones: Absent, Matt Wagner: Absent, Tony North: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea

Motion to approve Bill Williamsen to the Board of Public Works for a three-year term; effective through June 1, 2025. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch.

Sheila Hubbard: Absent, Christi Lones: Absent, Matt Wagner: Absent, Tony North: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea

Motion to approve Jake Owens to the Library Advisory Board for a five-year term; effective through June 1, 2027. Ayes with a motion by Jennifer Sheppard and a second by Jerry Wilkinson.

Sheila Hubbard: Absent, Christi Lones: Absent, Matt Wagner: Absent, Tony North: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, that time being 7:08 o'clock p.m.

Amanda Ring, City Clerk

Barry Redfern, Mayor

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00001	CITY OF YORK - WATER DEPT	2	4,840.24	N		
01-00010	GALE	1	69.75	N		
01-00090	THE HOME DEPOT PRO	4	2,230.16	N		
01-00110	MATHESON TRI-GAS	2	243.60	N		
01-00120	JACKSON SERVICES INC	8	461.03	N		
01-00150	MISSIONSQUARE RETIREMENT	2	555.37	N		
01-00200	NEBRASKA MACHINERY CO	1	73.09	N		
01-00290	NORTH PRINTING & OFFICE S	11	3,551.88	N		
01-00300	BLACK HILLS ENERGY	2	266.49	N		
01-00340	BOUND TREE MEDICAL LLC	4	796.66	N		
01-00360	CITY OF YORK	3	30,174.14	N		
01-00540	GLOBAL TECH, INC.	3	10,056.12	N		
01-00650	NE LAW ENFORCEMENT TRAIN	1	360.00	N		
01-00710	OVERLAND SAND & GRAVEL	7	3,943.38	N		
01-00750	PIEPERS INC	5	749.00	N		
01-00780	PRESTO X COMPANY	1	61.00	N		
01-00800	BURST, LLC	14	617.58	N		
01-00810	RECREATION SUPPLY CO.	1	2,639.30	N		
01-00960	GRAINGER	1	24.24	N		
01-00970	JOHN KOHL AUTO CENTER	1	888.29	N		
01-01090	BAKER & TAYLOR, INC	2	1,235.00	N		
01-01270	NABER'S REPAIRSERVICE	1	4.50	Y		
01-01290	GRAND CENTRAL FOODS, INC.	1	14.24	N		
01-01350	PROTEX CENTRAL INC.	1	309.00	N		
01-01390	AFLAC	4	698.16	N		
01-01420	NE CHILD SUPPORT PAYMENT	1	104.77	N		
01-01460	PERENNIAL POWER	1	12,052.18	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01470	SERVI-TECH LABORATORIES	1	70.15	N		
01-01490	NE DEPT OF REVENUE	3	7,798.76	N		
01-01510	HACH CO.	2	977.46	N		
01-01640	INTERNAL REVENUE SERVICE	7	44,150.21	N		
01-01650	UNION BANK	5	24,844.62	N		
01-01670	FRATERNAL ORDER OF POLICE	2	720.00	N		
01-01750	NEBRASKA PUBLIC HEALTH EN	1	196.00	N		
01-01840	CORNERSTONE BANK	3	35,583.66	N		
01-01980	SAHLING KENWORTH INC	2	2,079.19	N		
01-02010	YORK EQUIPMENT, INC.	2	577.56	N		
01-02060	NE DEPT OF ENVIRONMENT &	2	945,164.62	N		
01-02130	NE-IA IND. FASTENERS CORP	1	134.11	N		
01-02200	JACK'S UNIFORMS & EQUIP	1	489.49	N		
01-02210	KING'S GLASS	1	4.26	N		
01-02230	MCCORMICK HEATING & AC	3	83,918.75	N		
01-02250	MILLER SEED & SUPPLY CO	2	1,916.69	N		
01-02530	PEPSI COLA OF LINCOLN/ TO	4	3,536.37	N		
01-02560	CITYSERVICEVALCON LLC	1	37,715.51	N		
01-02590	ADOPT A PET	1	2,500.00	N		
01-02620	LEAGUE OF NEBRASKA MUNICI	1	377.00	N		
01-02650	O'REILLY AUTO PARTS	1	9.98	N		
01-03240	YORK COUNTY DEVELOPMENT C	1	7,500.00	N		
01-03260	HOMETOWN LEASING	2	132.02	N		
01-03790	NSI SOLUTIONS, INC.	1	576.00	N		
01-03930	YORK CHAMBER OF COMMERCE	1	2,083.34	N		
01-04050	GALLS INCORPORATED	1	106.95	N		
01-05310	SAPP BROTHERS PETROLEUM,	1	50.80	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-06410	CASH-WA DISTRIBUTING	3	3,670.43	N		
01-06630	FASTENAL	2	22.47	N		
01-06970	NISSEN ELETRIC	2	3,998.50	Y		
01-07140	ELECTRONIC SYSTEMS, INC	1	104.00	N		
01-07860	CONNER ROOFING CO., INC	1	500.00	N		
01-07870	CUMMINS CENTRAL POWER, LL	3	2,987.53	N		
01-08950	PIZZA HUT	1	491.02	N		
01-09090	WINDSTREAM	2	433.47	N		
01-09250	US ARMOR	1	1,187.00	N		
01-09610	B & D DIAMOND PRO INC	1	4,560.00	N		
01-1	MISCELLANEOUS VENDOR	10	17,240.93	N		
01-10710	YORK COUNTY SPORTS AUTHOR	1	1,000.00	N		
01-10840	TOTAL ADMINISTRATIVE SERV	3	3,305.91	N		
01-11010	VERIZON	1	1,006.56	N		
01-11450	HEIDI GREGG	1	42.00	N		
01-11670	STEVE HOLMES	1	75.00	Y		
01-13100	RON & JERRY'S INC	1	661.10	N		
01-14410	LINCOLN WINWATERWORKS	2	337.56	N		
01-14470	FARMERS COOPERATIVE	2	89.22	N		
01-14850	CHEREE FOLTS	1	40.00	N		
01-14880	ALFRED BENESCH & CO	10	247,272.00	N		
01-15900	ARAMARK UNIFORM SERVICE	6	582.98	N		
01-15930	STERICYCLE INC	1	835.60	N		
01-16010	CHEMSEARCH	1	1,022.20	N		
01-16900	AQUA-CHEM INC	4	5,582.15	N		
01-19590	COLONIAL LIFE	4	811.56	N		
01-19600	AMERITAS	3	651.60	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-21570	CHESTERMAN CO	1	233.74	N			
01-21870	ODEYS INC	1	2,919.00	N			
01-21880	HINZ REPAIR	1	131.00	N			
01-21890	SWANK MOTION PICTURES INC	1	350.00	N			
01-22050	HEAVY METAL SUPPLY CO	1	22.51	N			
01-22100	SLACK AUTO SUPPLY LLC	5	457.71	N			
01-22700	SPECTRUM BUSINESS	1	962.34	N			
01-23520	PAUL DAVIS OF CENTRAL NE	1	125.00	N			
01-24120	FIRESPRING	1	140.00	N			
01-26370	FIRE & POLICE SELECTION I	1	500.00	N			
01-27210	MIDWEST AUTO PARTS INC.	2	17.99	N			
01-27220	MATTHEW FRANKEN	1	800.00	Y			
01-27330	RENEWED HORIZON	1	40.00	N			
01-28000	FRANK BILLINGTON	1	150.00	N			
01-28030	JACOB STUTZMAN	1	615.00	Y			
01-28200	BRANDON MOUNT	1	35.42	N			
01-28230	STANDARD INS CO	1	2,723.36	N			
01-28380	FREEDOMREPAIR & MOTORSPO	2	1,128.31	N			
01-28540	AMAZON BUSINESS	2	86.96	N			
01-28730	PRIMARY PHARMACEUTICALS	2	267.82	N			
01-28740	AARON ALVAREZ	2	84.54	N			
01-28800	JACOB HOWE	1	65.52	N			
01-28810	STRATUM PRODUCTIONS	1	22.79	N			
01-28820	MEGHAN SALSURY	1	625.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L 1099 ACCT NO#	G/L NAME	G/L AMOUNT

*** REPORT TOTALS ***						
		240	1,591,247.47			
		Payroll	158,418.82			
		Totals	1,749,666.29			

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	: 5/20/2022 THRU 6/02/2022	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



CONSULTING SERVICES AGREEMENT

CLIENT	City of York	Project Name	York Blackburn Bridge Final Design
Address	100 East 4 th Street		
	PO Box 276		
	York, NE 68467	Project Location	Blackburn & Nobes Road
			York, NE
Telephone	402.363.2600		
Client Contact	James Paul	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 d(or shown in Attachment A):

Attachment A

Scope of Services

Fee Estimates

Attachment B: 2022 Employment Classification and Rate Schedule

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: \$not to exceed 73,664.
- BY OTHER PAYMENT METHOD (See Attachment A): \$_____.
- 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: Anthony Dirks
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Anthony Dirks, P.E.

TITLE: _____

TITLE: Senior Vice President

DATE: _____, 2022

DATE: May 16, 2022

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 federally declared 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 within sixty (60) days after the date of the undisputed 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 the deficiency 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 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 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.

ATTACHMENT A

Scope of Services

City of York Blackburn Bridge Project

TASK 1. Final Design

a. Project Management

Benesch Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work.

b. Topographic Survey

Benesch will perform the necessary topographic ground survey with a combination of Benesch staff to confirm horizontal and vertical control, confirmation of section and property corners along the selected project locations. Survey will extend to tie locations to include pavement and utilities at existing intersections. A topographic survey will be performed using the latest GPS technology. Natural topographic features and man-made features will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. Benesch shall provide a list of horizontal control points with coordinates, descriptions, station and offset. Horizontal control will be referenced to the Modified State Plane using known land survey monuments provided by the City of York. Vertical control will be completed by differential level circuit referenced to NAVD 88. Benesch will survey section corners in order to assemble the geometry to create the right-of-way drawings and confirm any locations already established by the City of York. Utilities will be drawn from surveying above ground features, including markings by utility companies resulting from the locate request. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. Benesch will add a disclaimer to the drawings with respect to the undetermined location of underground utilities. Benesch will add additional information to the established base map from the City of York using any new topographic survey data.

c. Utility Location/Verification

Benesch will review the utility locations shown on the topographic survey and verify these locations during field inspections. Identification and verification by the utility companies of major utility conflicts such as fiber optic lines, gas pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. Benesch will stake field locations of assumed storm or water and private utility conflicts to be potholed by a utility company. Our survey crew will be on-site while the work to establish a top of pipe elevation at each pothole location. Benesch and the City's Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, Benesch will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation.

d. Environmental Permitting

Benesch, coordinating with City of York staff, and complete the wetland evaluation and flood plain permitting thru the Cops of Engineers. The design will identify wetlands and update the values of the wetland impacts. A new 404 permit will be obtained for construction of the bridge.

e. Final Site Design

Benesch shall prepare project base files and plan sheets following the standard layout appearance of City of York documents. Design is assumed to be at least 75% complete and will provide 100% complete that gives the city a reliable cost estimate of overall construction costs for this project. Plan sheets to be included in the Final submittal include the following:

- Cover Sheet
- General Notes and Summary of Quantities Sheet
- Typical Section Sheet
- Detail Sheets
- Horizontal/Vertical Control Sheet
- Traffic Control Sheet
- Removal Sheet
- Erosion Control Sheet
- Geometrics/Joints/Grades Sheet
- Roadway Plan and Profile Sheet
- Right-of-Way Sheets
 - Existing easements and ROW identified

f. SWPPP Update

Benesch shall prepare and submit on behalf of the City of York the following permits, agreements, certifications, and forms. Benesch shall copy the City's project manager on all applications being submitted.

- SWPPP - NPDES Permit

g. Bridge Structural Review/Design

Benesch shall review the bridge plan which are assumed to be at a 75% design and update to meet current bridge standards. Final design will provide 100% complete that gives the city a reliable cost estimate of overall construction costs for this project. Plan sheets to be included in the Final submittal will include all details and specifications for the construction of the bridge.

h. Bidding Services

- *Answer Design Questions*
- *Prepare up to two (2) Addenda*
- *Complete Final Bid Tab and Recommendation of Award Letter*

Final Design services would start upon NTP and is assumed to be June 2022. Completion of Final Design is estimated at 12 weeks after NTP approximately end of August 2022.

Fee Estimate
Final Design Services
Blackburn Bridge - York, NE

Description	Estimated Quantity	Unit Price	Amount
Final Design			
a. Project Management			
Senior Project Manager	40.0 hr.	\$ 214.00 /hr.	\$ 8,560.00
b. Topographic Survey			
Senior Project Manager	2.0 hr.	\$ 214.00 hr	\$ 428.00
Senior Surveyor	8 hr	\$ 133.00 hr	\$ 1,064.00
Surveyor	30 hr	\$ 102.00 hr	\$ 3,060.00
c. Utility Locations/Verification			
Field Inspection	16.0 hr.	\$ 102.00 hr	\$ 1,632.00
Project Engineer II	8 hr	\$ 133.00 hr	\$ 1,064.00
d. Environmental Permitting			
Environmental Project Manager	8.0 hr.	\$ 214.00 ea.	\$ 1,712.00
Environmental Senior Engineer	20.0 hr.	\$ 164.00 ea.	\$ 3,280.00
Environmental Scientist II	24.0 hr.	\$ 118.00 ea.	\$ 2,832.00
Vehicle and field & lab expenses			\$ 500.00
e. Final Site Design			
Senior Project Manager	16.0 hr.	\$ 214.00 /hr.	\$ 3,424.00
Project Engineer II	80.0 hr.	\$ 133.00 /hr.	\$ 10,640.00
Designer II	80.0 hr.	\$ 102.00 hr	\$ 8,160.00
f. SWPPP Update			
Senior Project Manager	2.0 hr.	\$ 214.00 /hr.	\$ 428.00
Project Engineer II	8.0 hr.	\$ 133.00 /hr.	\$ 1,064.00
Project Engineer 1	8.0 hr.	\$ 102.00 hr	\$ 816.00
g. Bridge Structural Review/Design			
Senior Bridge Engineer	16.0 hr.	\$ 214.00 /hr.	\$ 3,424.00
Bridge Project Engineer II	80.0 hr.	\$ 133.00 /hr.	\$ 10,640.00
Designer II	80.0 hr.	\$ 102.00 /hr.	\$ 8,160.00
h. Bidding Service			
Senior Project Manager	8.0 hr.	\$ 214.00 /hr.	\$ 1,712.00
Project Engineer II	8.0 hr.	\$ 133.00 /hr.	\$ 1,064.00
Final Design Services Not to Exceed :	542		\$ 73,664



2022 EMPLOYMENT CLASSIFICATION AND RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>BILLABLE RATE</u>	<u>CLASSIFICATION</u>	<u>BILLABLE RATE</u>
Project Manager I	\$164.00	Resident Project Manager I	\$147.00
Project Manager II	\$186.00	Resident Project Manager II	\$164.00
Senior Project Manager	\$214.00	Senior Resident Project Manager	\$186.00
Project Principal	\$265.00		
		Construction Representative I	\$90.00
Project Engineer I	\$118.00	Construction Representative II	\$102.00
Project Engineer II	\$133.00	Construction Representative III	\$118.00
Senior Project Engineer	\$164.00		
		Inspector I	\$78.00
Designer I	\$90.00	Inspector II	\$90.00
Designer II	\$102.00	Sr Inspector	\$102.00
Project Scientist I	\$102.00	Construction Technical Rep I	\$90.00
Project Scientist II	\$118.00	Construction Technical Rep II	\$102.00
Project Scientist III	\$133.00	Construction Technical Rep III	\$118.00
Senior Project Scientist	\$147.00	Senior Construction Technical Rep	\$133.00
		Construction Technical Rep Manager	\$147.00
Scientist I	\$78.00		
Scientist II	\$90.00	Intern	\$67.00
		Field/Lab Technician I	\$67.00
Geologist I	\$90.00	Field/Lab Technician II	\$74.00
Geologist II	\$96.00	Field/Lab Technician III	\$80.00
Senior Geologist	\$106.00	Senior Field/Lab Technician	\$90.00
		Field/Lab Technician Manager	\$96.00
Technologist I	\$78.00		
Technologist II	\$102.00	Instrument Operator	\$78.00
Senior Technologist	\$133.00	Party Chief	\$90.00
		Surveyor (RLS)	\$118.00
Technical Specialist I	\$102.00	Senior Surveyor (RLS)	\$133.00
Technical Specialist II	\$133.00		
Senior Technical Specialist	\$164.00	Marketing Assistant	\$78.00
		Marketing Coordinator	\$90.00
Office Assistant	\$67.00	Marketing Manager	\$147.00
Project Assistant I	\$67.00		
Project Assistant II	\$78.00		
Division Administrative Assistant I	\$67.00		
Division Administrative Assistant II	\$78.00		

RESOLUTION NO. 2022-12

WHEREAS, it is necessary to amend the City of York Personnel Manual to conform with state law in regard to campaign activity by City employees.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Section M of the City of York Personnel Manual is amended to provide as follows:

M. Political Activity.

1. An employee may not be dismissed or disciplined because he or she refuses to make a contribution to a political organization or candidate.

2. All City employees shall refrain from any campaign activity while on duty as a City employee. City employees are further prohibited from participation in any campaign activity while wearing a City uniform or when operating or riding in a City vehicle.

3. Any City employee who is elected to a City office shall have his or her employment terminated upon taking the position of the elected official. The employee shall be deemed to have resigned his or her employment at the time that the employee assumes the office for which he or she has been elected.

Dated this _____ day of June, 2022.

Council Member _____ introduced the foregoing Resolution and moved its adoption.

Seconded by: Council Member _____

Roll Call: Ayes: _____

Nays: _____

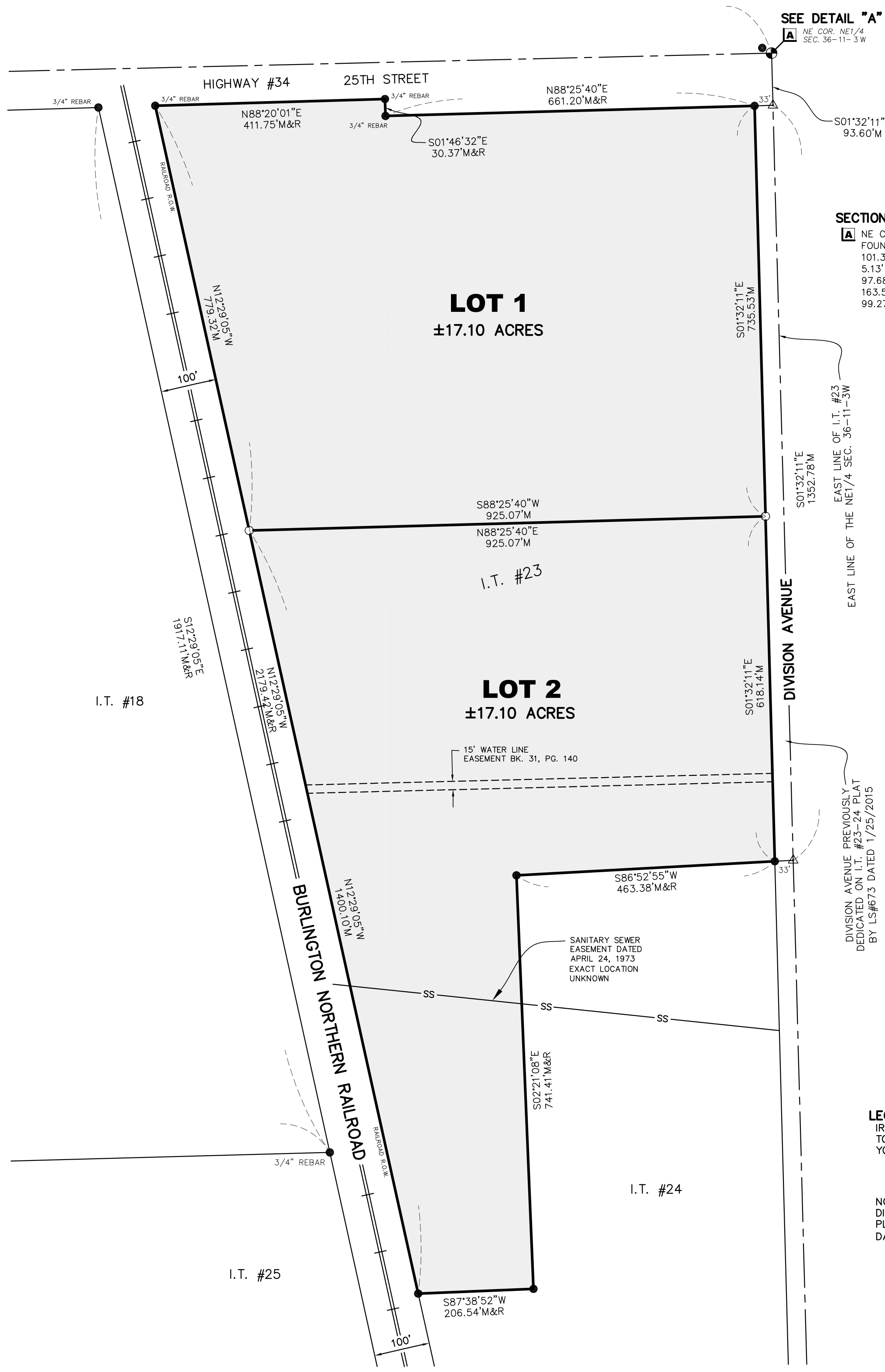
The Resolution was then declared Passed / Not Passed.

Barry Redfern, Chairman/Mayor

ATTEST:

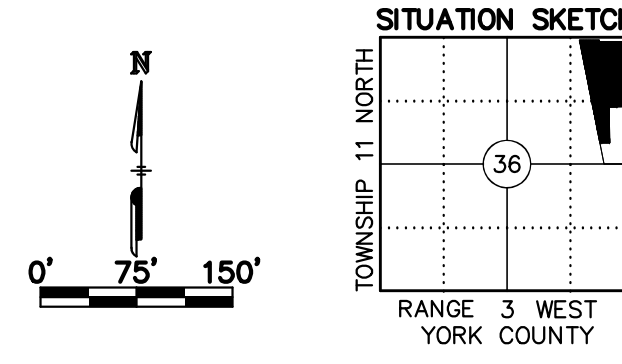
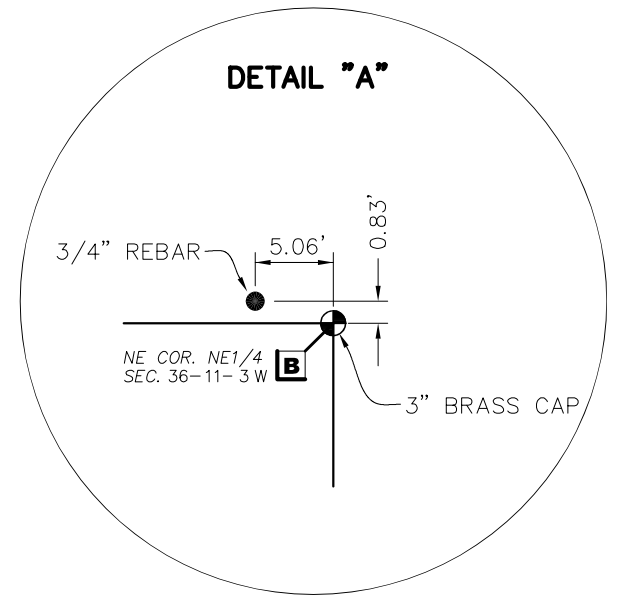
Amanda Ring, City Clerk

CYBER SUBDIVISION CITY OF YORK, YORK COUNTY, NE



SEE DETAIL "A"
NE COR. NE1/4
SEC. 36-11-3 W

SECTION CORNER TIES: SECTION 36, TOWNSHIP 11 NORTH, RANGE 3 WEST
A NE COR. NE1/4
 FOUND 3/4" REBAR IN CONC. AS RECORDED IN YORK COUNTY SURVEY RECORDS
 101.36' SW TO USGS BENCH MARK IN CONCRETE TABLET
 5.13' WNW TO 3/4" REBAR
 97.68' SE TO TOP CENTER GRADER BLADE RM
 163.50' NW TO TOP CENTER GRADER BLADE RM
 99.27' SSW TO 5/8" REBAR W/PLAST. CAP LS#673



- LEGEND**
- M MEASURED DISTANCE
 - R RECORDED DISTANCE
 - G GOVERNMENT DISTANCE
 - FOUND CORNER LS#673 UNLESS NOTED OTHERWISE
 - SET 5/8"x24" REBAR W/YELLOW PLASTIC CAP STAMPED "HAYS L.S.#673"
 - ⊕ SECTION CORNER
 - △ CALCULATED POINT
 - X- FENCE LINE

LEGAL DESCRIPTION:
 IRREGULAR TRACT NO. 23 LOCATED THE NE1/4 OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE 6TH P.M., CITY OF YORK, YORK COUNTY, NEBRASKA.

NOTE:
 DIVISION AVENUE RIGHT-OF-WAY PREVIOUSLY DEDICATED ON PLAT OF IRREGULAR TRACT NO. 23, BY C. HAYS LS#673 DATED 1/25/2015

NEBRASKA STATE SURVEYOR

DEED OF DEDICATION:
 KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE CITY OF YORK, BARRY H. REDFERN (MAYOR), BEING THE OWNER OF THE LAND DESCRIBED HEREON HAVE CAUSED THE SAME TO BE SURVEYED, PLATTED AND DESIGNATED AS CYBER 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 THERETO, AND THAT THE FOREGOING SUBDIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

BY: _____
 CITY OF YORK, BARRY H. REDFERN (MAYOR)

ACKNOWLEDGMENT:

STATE OF _____
 COUNTY OF _____ SS.
 ON THIS _____ DAY OF _____, 2022, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY CAME THE ABOVE NAMED CITY OF YORK, BARRY H. REDFERN (MAYOR), TO BE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION OF THIS PLAT AND HE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

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

NOTARY PUBLIC _____

CITY COUNCIL ACCEPTANCE:

THIS PLAT OF CYBER SUBDIVISION, COMPRISING OF IRREGULAR TRACT NO. 23, IN SECTION 36, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE 6TH P.M., YORK COUNTY, NEBRASKA WAS APPROVED AND ACCEPTED BY THIS CITY COUNCIL OF THE CITY OF YORK, NEBRASKA.

THIS _____ DAY OF _____, 2022 A.D.

BY: _____
 BARRY H. REDFERN - MAYOR

ATTEST: _____
 AMANDA RING - CITY CLERK

APPROVAL OF THE CITY PLANNING COMMISSION:

THIS PLAT OF CYBER SUBDIVISION COMPRISING OF IRREGULAR TRACT NO. 23, IN SECTION 36, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE 6TH P.M., YORK COUNTY, NEBRASKA WAS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF YORK, YORK COUNTY, NEBRASKA THIS _____ DAY OF _____, 2022 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 _____, 2022 A.D.

BY: _____
 DIRECTOR

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.

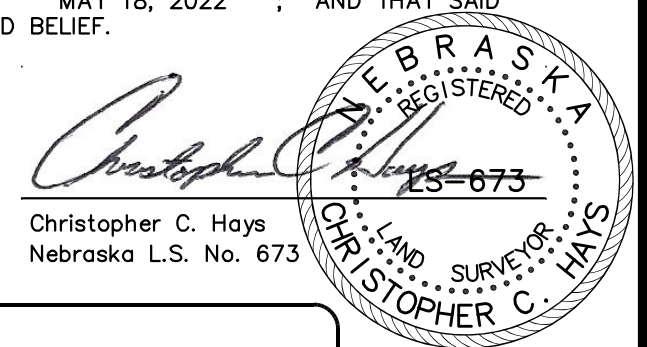
DATED THIS _____ DAY OF _____, 2022 A.D.

BY: _____
 COUNTY TREASURER

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 MAY 18, 2022 ; AND THAT SAID SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF NEBRASKA)
 COUNTY OF YORK) SS.
 Filed for Record on _____ day of _____
 at _____ Book _____ of _____ Page _____
 Fee: _____
 REGISTER OF DEEDS Return to: _____



TITLE
 CYBER SUBDIVISION - FINAL PLAT REQUESTED BY THE CITY OF YORK

PROJECT
 CYBER SUBDIVISION
 CITY OF YORK, YORK COUNTY, NE

DATE
 5/18/2022

SHEET
 1 Of 1