

AGENDA  
CITY COUNCIL, YORK, NEBRASKA  
Thursday, July 21, 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 July 14, 2022
3. Pledge of Allegiance
4. Roll Call
5. Minutes of July 7, 2022 meeting
6. Claims of Elected Officials
  - 6.1. Claim for Tony North of North Printing & Office Supply in the amount of \$2,837.02
  - 6.2. Claim for Jeff Pieper of Pieper's Inc. in the amount of \$15,195.40
7. Claims for the period of July 8 through July 21, 2022
8. Approve Cash Balances for the month of June 2022
9. Departmental Activities Reports for the month of June 2022
10. City Administrator Report
11. Discussion of Property Assessed Clean Energy (PACE) Financing
12. Consider approval of the Agreement between the City of York and the York Area Children's Museum from July 5, 2022 through July 5, 2027
13. Consider approval of Interlocal Agreement with the Upper Big Blue NRD to be extended through December 31, 2024

14. Consider approval of York Street Bond Concrete Construction Engineering Amendment No. 1, not to exceed \$442,509.00.
15. Consider approval of a Petition for Annexation filed by Chris and Aislee Grant
16. First reading of Ordinance No. 2331 - Annexation for Chris and Aislee Grant
17. Consider recommendation by the ordinance committee on request to enact an ordinance to require enclosures around swimming pools
18. Review and passage of Ordinance No. 2332 - To amend section 9-101 of the Code to create an exception to section 303.2 of the International Property Maintenance Code, 2018 edition, to eliminate the requirement to place enclosures around swimming pools
  - 18.1. Consider suspending the rules for Ordinance No. 2332
  - 18.2. Passage of Ordinance No. 2332
19. Review and passage of Ordinance No. 2333 - To amend Chapter 26 Peddlers; to repeal sections that are obsolete or unnecessary; to amend section 26-1 definition to clarify said definition, and to amend sections 26-20 and 26-21 to clarify such sections
  - 19.1. Consider suspending the rules for Ordinance No. 2333
  - 19.2. Passage of Ordinance No. 2333
20. Public Hearing on Preliminary and Final Plats
  - 20.1. Preliminary and Final Plat for Cyber 2nd Subdivision; a subdivision of Lot 2, Cyber Subdivision, City of York, York County, Nebraska
  - 20.2. Preliminary and Final Plat for Irregular Tract No. 32 & 33; part of the northwest quarter of the southeast quarter of Section 5, Township 10 North, Range 2, West of the 6th P.M., York County, Nebraska.
21. Adjournment



**REGULAR MEETING**  
**CITY COUNCIL – YORK, NEBRAKSA**  
**July 7, 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.

The Mayor asked for a Moment of Silence in honor of the death of 10-year-old Ben Prince.

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

Notice of this meeting was given in advance thereof by publication in the York News Times on June 30, 2022, 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 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**

Motion to approve the minutes of the June 28, 2022 meeting. Ayes with a motion by Scott Van Esch and a second by Jerry Wilkinson. Sheila Hubbard: Absent, Tony North: Absent, Jeff Pieper: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Jerry Wilkinson: Yea.

**Claims of Elected Officials**

Motion to approve claims for Tony North of North Printing & Supply in the amount of \$1,891.83. Ayes with a motion by Christi Lones and a second by Jerry Wilkinson. Sheila Hubbard: Absent, Tony North: Absent, Jeff Pieper: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Jerry Wilkinson: Yea.

**Claims**

Motion to approve claims for the period of June 17, 2022 thru July 7, 2022. Ayes with a motion by Christi Lones and a second by Jerry Wilkinson. Sheila Hubbard: Absent, Tony North: Absent, Jeff Pieper: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Jerry Wilkinson: Yea.

**City Administrator Report**

City Administrator Crawford reminded everyone of Balloon Days that is coming up soon. A lot of the departments are getting ready for all of the activities. Transportation Exploration is also happening soon as well. She stated that the impairment goggles is always a fun activity there. There will be fun construction goodies and a water fight too. The Anna Bemis Palmer Museum will be open with its first display from 10 o'clock a.m. to 4 o'clock p.m. that day also.

**Miles and Katie Berg/Pool Code Concerns**

Miles and Katie Berg of Paradise Park Estates spoke to the Council regarding pool codes and the lack of requiring a fence around any pool. They gave handouts to the Council with information and visuals from their property. They stated that this issue was raised with the Council two years ago and hasn't been addressed since. Statistics were presented from CDC, Four Corners Health Department and the York News-Times. After they presented, Mayor Redfern recommended this concern go to the Ordinance Committee to review. City Attorney Charley Campbell spoke about the codes adopted and options for moving forward.

**SDL application filed by Grand Central Foods, Inc.**

Motion to approve special designated application for Grand Central Foods at the York County Fair on August 4, 2022. Ayes with a motion by Matt Wagner and a second by Jeff Pieper. Sheila Hubbard: Absent, Tony North: Absent, Jeff Pieper: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Jerry Wilkinson: Yea.

SDL application filed by JWs Catering

Motion to approve the special designated application for JWs Catering for a Customer Appreciation at Truck Center Co on July 29, 2022. Ayes with a motion by Scott Van Esch and a second by Jeff Pieper. Sheila Hubbard: Absent, Tony North: Absent, Jeff Pieper: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Jerry Wilkinson: Abstain (With Conflict).

2025 delivery of Ambulance for the Fire Department.

Fire Chief Bestwick told the Council that in order to receive a new ambulance in 2025, we need to place the order now. Motion to approve the purchase of an ambulance to be delivered in 2025 for the fire department in the amount of \$225,000. Ayes with a motion by Christi Lones and a second by Jennifer Sheppard. Sheila Hubbard: Absent, Tony North: Absent, Jeff Pieper: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Jerry Wilkinson: Yea.

Lead Service Line Replacement Bid with Pieper's Inc.

Motion to approve the bid received from Pieper's Inc for the Lead Service Line Replacement in the amount of \$269,535.00. Ayes with a motion by Jerry Wilkinson and a second by Christi Lones. Sheila Hubbard: Absent, Tony North: Absent, Jeff Pieper: Abstain (With Conflict), Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Jerry Wilkinson: Yea.

Airport Hanger Door Bid with Blue Valley Door Co.

Motion to approve the bid from Blue Valley Door Co Inc. in the amount of \$64,797.00 for a bifold hangar door at the airport. Ayes with a motion by Jeff Pieper and a second by Christi Lones. Sheila Hubbard: Absent, Tony North: Absent, Jeff Pieper: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Jerry Wilkinson: Yea.

Ordinance No. 2328

ORDINANCE NO. 2328

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

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

Section 1. Pursuant to Neb. Rev. Stat. §16-202 (Cum. Supp. 2020) the Mayor and City Clerk are hereby directed to execute and deliver a Real Estate Purchase Agreement as approved by the York City Attorney, and Municipal Deed for the following described real estate owned by the City of York, Nebraska to Brandon Allen Skelton, a single person, as set forth herein.

Section 2. The real estate to be conveyed is described as follows:

Lots One (1) and Two (2), Block 1, Mansfield Subdivision, City of York, Nebraska.

Section 3. Such real estate shall be conveyed by the City of York to Brandon Allen Skelton, in exchange for the purchase price of Eight Thousand and no/100 (\$8,000.00).

Section 4. Notice of such sale and conveyance of real estate and the terms thereof shall be published for three consecutive weeks in the York News-Times as required by law.

Section 5. All ordinances and parts of ordinances in conflict herewith are repealed.

Section 6. This ordinance shall take effect and be in full force and effect from and after its passage, approval, publication, and remonstrance as required by law.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2328. Ayes with a motion by Scott Van Esch and a second by Christi Lones. Sheila Hubbard: Absent, Tony North: Absent, Jeff Pieper: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Jerry Wilkinson: Yea. 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.

Motion to approve Ordinance No. 2328 to authorize the sale and conveyance of real estate described as Lots One and Two, Block 1, Mansfield Subdivision to Brandon Skelton. Ayes with a motion by Jeff Pieper and a

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

Ordinance No. 2329

ORDINANCE NO. 2329

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

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

Section 1. Pursuant to Neb. Rev. Stat. §16-202 (Cum. Supp. 2020) the Mayor and City Clerk are hereby directed to execute and deliver a Real Estate Purchase Agreement as approved by the York City Attorney, and Municipal Deed for the following described real estate owned by the City of York, Nebraska to WYAD Enterprises, LLC, a Limited Liability Corporation, as set forth herein.

Section 2; The real estate to be conveyed is described as follows: Lot Two (2), Cyber Subdivision (replat), City of York, Nebraska.

Section 3. Such real estate shall be conveyed by the City of York to WYAD Enterprises, LLC, in exchange for the purchase price of Eighty-Eight Thousand Seven Hundred Fifty Dollars and no/100 (\$88,750.00).

Section 4. Notice of such sale and conveyance of real estate and the terms thereof shall be published for three consecutive weeks in the York News-Times as required by law.

Section 5. All ordinances and parts of ordinances in conflict herewith are repealed.

Section 6: This ordinance shall take effect and be in full force and effect from and after its passage, approval, publication, and remonstrance as required by law.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2329. Ayes with a motion by Jerry Wilkinson and a second by Jeff Pieper. Sheila Hubbard: Absent, Tony North: Absent, Jeff Pieper: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Jerry Wilkinson: Yea. 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.

Motion to approve Ordinance No. 2329 to authorize the sale and conveyance of real estate described as Lot Two, Cyber 2nd Subdivision to WyAd Enterprises, LLC. Ayes with a motion by Christi Lones and a second by Scott Van Esch. Sheila Hubbard: Absent, Tony North: Absent, Jeff Pieper: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Jerry Wilkinson: Yea.

Ordinance No. 2330

ORDINANCE NO. 2330

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

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

Section 1. Pursuant to Neb. Rev. Stat. §16-202 (Cum. Supp. 2020) the Mayor and City Clerk are hereby directed to execute and deliver a Real Estate Purchase Agreement as approved by the York City Attorney, and Municipal Deed for the following described real estate owned by the City of York, Nebraska to Sukup Manufacturing Co., a foreign corporation, as set forth herein.

Section 2. The real estate to be conveyed is described as follows:

The North 10 acres of Parcel 930203430 Lot 2 Cyber Subdivision City of York, Nebraska (the "Property"). The property is being re-platted and the exact legal description shall be as shown on the replat and title commitment.

Section 3. Such real estate shall be conveyed by the City of York to Sukup Manufacturing Co., in exchange for the purchase price of One Hundred Twenty-Five Thousand and no/100 (\$125,000.00).

Section 4. Notice of such sale and conveyance of real estate and the terms thereof shall be published for three consecutive weeks in the York News-Times as required by law.

Section 5. All ordinances and parts of ordinances in conflict herewith are repealed.

Section 6. This ordinance shall take effect and be in full force and effect from and after its passage, approval, publication, and remonstrance as required by law.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2330. Ayes with a motion by Jeff Pieper and a second by Jerry Wilkinson. Sheila Hubbard: Absent, Tony North: Absent, Jeff Pieper: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Jerry Wilkinson: Yea. 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.

Motion to approve Ordinance No. 2330 to authorize the sale and conveyance of real estate described as the north ten acres of Parcel 930203430 Lot 2 Cyber Subdivision to Sukup Manufacturing Co. Ayes with a motion by Jerry Wilkinson and a second by Christi Lones. Sheila Hubbard: Absent, Tony North: Absent, Jeff Pieper: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Jerry Wilkinson: Yea.

#### 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.

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Amanda Ring, City Clerk

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Barry Redfern, Mayor

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00010	GALE	1	23.25	N		
01-00110	MATHESON TRI-GAS	5	433.28	N		
01-00120	JACKSON SERVICES INC	13	789.05	N		
01-0019	DEREK J PALIK	1	13.61	N		
01-00210	EAKES OFFICE PLUS	1	1.00	N		
01-00290	NORTH PRINTING & OFFICE S	13	2,837.02	N		
01-00300	BLACK HILLS ENERGY	1	10,441.59	N		
01-00340	BOUND TREE MEDICAL LLC	8	2,289.55	N		
01-00360	CITY OF YORK	2	197.19	N		
01-00410	CAROLINA SOFTWARE	1	500.00	N		
01-00490	JOHN DEERE FINANCIAL FSB	1	72.30	N		
01-00540	GLOBAL TECH, INC.	6	6,248.08	N		
01-00640	NEBRASKA PUBLIC POWER DIS	1	38,764.59	N		
01-00710	OVERLAND SAND & GRAVEL	4	5,422.42	N		
01-00740	TK ELEVATOR CORP	2	434.76	N		
01-00750	PIEPERS INC	5	15,195.40	N		
01-00780	PRESTO X COMPANY	10	443.51	N		
01-00800	BURST, LLC	18	664.28	N		
01-00840	16TH STREET CARWASH	1	200.00	N		
01-00990	ANGLE, MURPHY, VALENTINO	1	18.15	N		
01-01050	MICROFILM IMAGING SYSTEMS	1	120.00	N		
01-01090	BAKER & TAYLOR, INC	4	682.33	N		
01-01280	PLATTE VALLEY COMMUNICATI	1	329.50	N		
01-01290	GRAND CENTRAL FOODS, INC.	15	658.06	N		
01-01340	KOPCHOS SANITATION, INC	8	1,525.75	N		
01-01350	PROTEX CENTRAL INC.	2	395.50	N		
01-01470	SERVI-TECH LABORATORIES	2	198.30	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	1,278.10	N		
01-01560	MELLEN & ASSOC., INC.	1	2,120.00	N		
01-01750	NEBRASKA PUBLIC HEALTH EN	1	372.00	N		
01-01840	CORNERSTONE BANK	1	95.00	N		
01-01980	SAHLING KENWORTH INC	1	1,097.89	N		
01-02010	YORK EQUIPMENT, INC.	1	36.08	N		
01-02170	MIDWEST TURF & IRRIGATION	1	54.78	N		
01-02210	KING'S GLASS	2	277.48	N		
01-02230	MCCORMICK HEATING & AC	1	159.15	N		
01-02250	MILLER SEED & SUPPLY CO	13	3,074.71	N		
01-02500	YORK FARM SUPPLY LLC	3	128.40	N		
01-02530	PEPSI COLA OF LINCOLN/ TO	2	190.15	N		
01-02560	CITYSERVICEVALCON LLC	1	32.00	N		
01-02650	O'REILLY AUTO PARTS	3	102.94	N		
01-02920	FALLER LANDSCAPE	2	882.76	N		
01-03240	YORK COUNTY DEVELOPMENT C	1	14.00	N		
01-03260	HOMETOWN LEASING	1	73.67	N		
01-03700	NE DEPT OF AGRICULTURE	2	133.78	N		
01-03870	SWANA	1	223.00	N		
01-03930	YORK CHAMBER OF COMMERCE	1	60.00	N		
01-04050	GALLS INCORPORATED	2	249.69	N		
01-04240	NE DEPT OF REVENUE	1	34.59	N		
01-04790	AMERICAN WATER WORKS ASSO	1	338.00	N		
01-05070	MOBOTREX INC	1	1,500.00	N		
01-05210	NEBRASKA LIBRARY ASSOCIAT	1	65.00	N		
01-05310	SAPP BROTHERS PETROLEUM,	6	6,619.08	N		
01-05400	YORK BOOT N REPAIR	1	100.00	Y		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-05600	YORK GENERAL HOSPITAL	1	1,566.80	N		
01-05870	WEX BANK	1	15,154.11	N		
01-06410	CASH-WA DISTRIBUTING	7	6,046.53	N		
01-07870	CUMMINS CENTRAL POWER, LL	1	742.96	N		
01-08410	BEACON ATHLETICS	2	702.00	N		
01-09090	WINDSTREAM	1	285.79	N		
01-09110	HY-TEC AUTO SERVICE	2	350.94	N		
01-09380	VAN KIRK BROS CONTRACTING	1	151,769.76	N		
01-0957	KELLY WOLFE	1	346.32	N		
01-1	MISCELLANEOUS VENDOR	6	323.65	N		
01-10020	YORK COUNTY REGISTER OF D	1	90.00	N		
01-10110	BADGER METER INC	1	284.15	N		
01-11010	VERIZON	1	1,041.30	N		
01-11190	MEAD LUMBER & RENTAL	1	34.54	N		
01-11270	ORIENTAL TRADING CO INC	2	406.61	N		
01-11670	STEVE HOLMES	2	300.00	Y		
01-14410	LINCOLN WINWATERWORKS	1	16,632.00	N		
01-14670	OCLC INC	1	1,952.66	N		
01-14740	BRIAN QUICK	1	124.95	N		
01-14850	CHEREE FOLTS	1	135.60	N		
01-15280	ERICK BREKKE	1	113.49	N		
01-15670	HOA SOLUTIONS INC	1	1,939.51	N		
01-15710	CRITEL ENTERPRISES LLC	1	502.00	Y		
01-15900	ARAMARK UNIFORM SERVICE	7	583.72	N		
01-16710	ONE CALL CONCEPTS INC	1	142.68	N		
01-16900	AQUA-CHEM INC	2	4,172.05	N		
01-19370	NE TECHNOLOGY & TELECOMMU	3	131.42	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-19640	ELECTRONIC CONTRACTING CO	1	87.00	N			
01-20850	DEARBORN LIFE INSURANCE C	1	4,365.10	N			
01-21170	CORNHUSKER CLEANINGSYSTE	1	320.88	N			
01-21330	THOMAS MOMMENS	1	200.00	N			
01-21830	MOTION PICTURE LICENSING	1	163.00	N			
01-22050	HEAVY METAL SUPPLY CO	3	338.05	N			
01-22100	SLACK AUTO SUPPLY LLC	3	137.53	N			
01-22660	SPECTRUM ENTERPRISE	2	536.87	N			
01-22670	NATIONWIDE INS	1	100.00	N			
01-22700	SPECTRUM BUSINESS	3	204.65	N			
01-22790	SITE ONE LANDSCAPE SUPPLY	1	490.62	N			
01-23350	YORK PUBLIC SCHOOLS	1	56,950.53	N			
01-23820	MACQUEEN EMERGENCY GROUP	1	145.65	N			
01-24090	AXIA PAYMENTS	1	299.36	N			
01-24100	GLOBAL PAYMENTS	1	1,355.22	N			
01-24440	QUALITY SOUND & COMMUNICA	2	70.00	Y			
01-25530	SAM'S CLUB MC/SYNCE	1	11,210.05	N			
01-25820	MERCHANT SERVICES	1	2,651.77	N			
01-25870	YORK SPRINKLERSYSTEMS	1	686.13	N			
01-25900	ROE CHEVROLET BUICK	1	104.50	N			
01-26010	SOARIN GROUP	1	754.50	N			
01-26510	QUADIENT LEASING	1	630.00	N			
01-27210	MIDWEST AUTO PARTS INC.	8	308.28	N			
01-27220	MATTHEW FRANKEN	1	400.00	Y			
01-27310	NICK'S FARM STORE	1	33.73	N			
01-27480	BRIAN ROWE	1	840.00	Y			
01-27570	LINCOLN CREEKELECTRIC	1	14,300.00	Y			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-27740	DENISE PFEIFER	1	229.00	N			
01-27990	HANS JOHNSON	2	844.13	Y			
01-28000	FRANK BILLINGTON	1	180.67	N			
01-28030	JACOB STUTZMAN	2	271.58	Y			
01-28080	FIRST NATIONALCOMPANY	1	1,000.00	N			
01-28220	CENTRAL STATES TELECOM IN	1	4,151.46	N			
01-28380	FREEDOMREPAIR & MOTORSP	1	1,743.33	N			
01-28440	CARLSON WEST POVONDRA ARC	1	2,000.00	N			
01-28510	LEE ENT ADVERTISING	1	228.38	N			
01-28540	AMAZON BUSINESS	2	216.46	N			
01-28660	MAVRENNNA SHAFFER	1	92.48	N			
01-28740	AARON ALVAREZ	1	90.47	N			
01-28820	MEGHAN SALSBUY	2	625.00	N			
01-29030	TREY PERRY	2	165.12	N			
01-29050	RUSTIC DRY GOODS	1	780.20	N			
01-29080	SKYLAR HUBER	1	75.00	N			
01-29090	HOME & COUNTRY LLC	2	2,000.00	N			
01-29100	JOHN E REID & ASSOCIATES	1	550.00	N			
01-29150	MEGAN MAKOVICKA	1	11.60	N			
01-29160	SECURITY EQUIPMENT INC	1	172.43	N			
01-29170	LILY HOUSTON	1	1,000.00	N			
01-29180	INTOXIMETERS INC	1	308.00	N			
01-29190	RPE STRENGTH & FITNESS	1	624.00	N			
01-29200	REGGIE RAFERT	1	500.00	N			
01-29210	NE STATEWIDE EMS CONFEREN	1	250.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
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*** REPORT TOTALS ***		305	429,878.99				
		Payroll	182,737.23				
		Total	612,616.22				

SELECTION CRITERIA

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

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TRANSACTION SELECTION

REPORTING: PAID ITEMS

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 7/08/2022 THRU 7/21/2022	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

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PRINT OPTIONS

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

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**CITY OF YORK  
CASH BALANCES  
for the Month of June 2022**

Fund #	Fund	10/1/2021 Balance	Current Month Receipts	YTD Receipts	Current Month Disbursements	YTD Disbursements	Ending Balance
10-101	General	\$4,778,747.46	\$802,529.83	\$6,692,998.18	\$760,735.26	\$6,978,378.54	\$4,493,367.10
	American Rescue Plan Act	\$694,322.93	\$0.00	\$0.00	\$4,568.36	\$124,143.28	\$570,179.65
10-102	Auditorium	\$0.00	\$10,541.33	\$105,478.02	\$5,230.33	\$93,050.14	\$12,427.88
10-103	Park	\$0.00	\$46,679.50	\$422,189.52	\$42,508.99	\$308,104.80	\$114,084.72
10-104	Police	\$0.00	\$189,014.15	\$1,697,580.57	\$193,844.85	\$1,547,766.60	\$149,813.97
10-105	Community Center	\$0.00	\$42,574.68	\$434,604.46	\$47,544.98	\$349,824.09	\$84,780.37
10-106	Aquatic Center	\$0.00	\$59,588.34	\$221,311.48	\$70,280.94	\$146,644.68	\$74,666.80
10-110	Senior Center	\$0.00	\$1,478.42	\$13,305.78	\$6,394.96	\$16,350.42	(\$3,044.64)
10-201	Convention Center	\$0.00	\$62,443.55	\$507,821.83	\$37,315.43	\$336,777.19	\$171,044.64
10-111	Ball Field	\$0.00	\$52,273.86	\$261,735.53	\$55,058.78	\$290,440.23	(\$28,704.70)
13	User Fees	\$16,710.00	\$1,630.00	\$3,735.00	\$76.76	\$154.27	\$20,290.73
22	Ambulance	\$42,650.00	\$212,326.69	\$1,433,147.71	\$101,996.90	\$1,165,635.26	\$310,162.45
22	Fire	\$0.00	\$38,080.67	\$379,853.49	\$29,053.18	\$324,822.69	\$55,030.80
24	Library	\$0.00	\$42,262.20	\$472,030.23	\$54,049.65	\$436,288.94	\$35,741.29
14-144	General Capital-Auditorium	\$41,077.26	\$39,413.95	\$39,413.95	\$80,700.00	\$80,491.21	\$0.00
14-145	General Capital-Comm Ctr	\$733,083.89	\$84,915.89	\$84,915.89	(\$91,861.60)	\$817,999.78	\$0.00
	<b>General Balances</b>	<b>\$6,306,591.54</b>	<b>\$1,685,753.06</b>	<b>\$12,770,121.64</b>	<b>\$1,397,497.77</b>	<b>\$13,016,872.12</b>	<b>\$6,059,841.06</b>
11	Keno	\$43,533.67	\$12.49	\$1,556.17	\$3,179.56	\$10,245.56	\$34,844.28
20	Aviation	\$499,417.67	\$27,698.04	\$298,402.14	\$61,080.95	\$250,506.03	\$547,313.78
20	Aviation - Federal Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31	Fire Pension	\$168,573.07	\$16,759.86	\$150,571.42	\$11,905.95	\$117,932.13	\$201,212.36
30	Police Pension	\$160,080.26	\$6,119.64	\$54,872.17	\$7,343.95	\$55,124.75	\$159,827.68
32	911 Surcharge	\$61,036.46	\$24.95	\$7,093.14	\$0.00	\$0.00	\$68,129.60
33	Health Insurance	\$1,493,990.17	\$114,912.95	\$1,083,714.06	\$178,920.46	\$1,224,500.96	\$1,353,203.27
	<b>Total Tax Funds</b>	<b>\$8,733,222.84</b>	<b>\$1,851,280.99</b>	<b>\$14,366,330.74</b>	<b>\$1,659,928.64</b>	<b>\$14,675,181.55</b>	<b>\$8,424,372.03</b>
50	Street	\$1,649,799.98	\$216,649.83	\$1,943,523.19	\$134,313.15	\$1,103,262.65	\$2,490,060.52
70	Landfill-Cash & Invest	\$2,074,322.58	\$178,107.21	\$5,488,775.02	\$93,679.18	\$1,863,318.88	\$5,699,778.72
	Landfill-Operations	\$112,807.75	\$66,601.81	\$1,727,920.03	\$66,601.81	\$1,727,920.03	\$112,807.75
	Landfill-Debt Service	\$0.00	\$27,077.37	\$135,386.85	\$29,195.88	\$29,195.88	\$106,190.97
78	Old Landfill Closure	\$12,051.70	\$20.68	\$35.62	\$0.00	\$0.00	\$12,087.32
79	Landfill Post Closure	\$2,455,332.72	\$4,352.63	\$88,513.62	\$0.00	\$0.00	\$2,543,846.34
	C&D Site Closure/Post Clo	\$173,091.82	\$326.21	\$17,558.26	\$0.00	\$0.00	\$190,650.08
75	Landfill Construction	(\$110,579.28)	\$0.00	\$0.00	\$176,707.20	\$1,470,316.27	(\$1,580,895.55)
	<b>Total Non-Tax Funds</b>	<b>\$ 6,366,827.27</b>	<b>\$ 493,135.74</b>	<b>\$ 9,401,712.59</b>	<b>\$ 500,497.22</b>	<b>\$ 6,194,013.71</b>	<b>\$ 9,574,526.15</b>
12	CDBG Revolving Loan	\$78,659.75	\$4,179.77	\$289,954.42	\$0.00	\$252,340.11	\$116,274.06
12	Housing Grant - Federal Funct	(\$58,367.05)	\$3,093.75	\$119,052.42	\$0.00	\$83,297.75	(\$22,612.38)
12	Buy Rehab Sell	\$173,600.68	\$9.78	\$80,236.57	\$0.00	\$89,349.45	\$164,487.80
60	Federal Proj (Blackburn Br)	\$938,178.43	\$2,077.73	\$545,535.54	\$521.08	\$8,778.72	\$1,474,935.25
60	Shadow Brook Project	(\$14,374.68)	\$0.00	\$0.00	\$0.00	\$0.00	(\$14,374.68)
60	Concrete Panel/Asphaltry Pro	\$0.00	\$0.00	\$5,150,000.00	\$386,201.92	\$876,666.71	\$4,273,333.29
19-192	Land Acq - Indust. Park	\$1,121,843.69	\$214,626.89	\$453,081.80	\$2,778.96	\$78,925.98	\$1,495,999.51
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	\$32,976.14	\$0.00	\$0.00	\$25,568.22	\$32,976.14	\$0.00
16	<b>Total Bond Funds</b>	<b>\$353,368.01</b>	<b>\$54,575.74</b>	<b>\$493,753.52</b>	<b>\$0.00</b>	<b>\$685,332.78</b>	<b>\$161,788.75</b>
40	<b>Total TIF Funds</b>	<b>\$475,757.01</b>	<b>\$138.40</b>	<b>\$87,308.89</b>	<b>\$88,854.88</b>	<b>\$165,399.50</b>	<b>\$397,666.40</b>
	<b>Total Misc. Funds</b>	<b>\$ 3,188,828.32</b>	<b>\$ 278,702.06</b>	<b>\$ 7,218,923.16</b>	<b>\$ 503,925.06</b>	<b>\$ 2,273,067.14</b>	<b>\$ 8,134,684.34</b>
	<b>Total All Funds</b>	<b>\$ 18,288,878.43</b>	<b>\$ 2,623,118.79</b>	<b>\$ 30,986,966.49</b>	<b>\$ 2,664,350.92</b>	<b>\$ 23,142,262.40</b>	<b>\$ 26,133,582.52</b>

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

\$1,909,333.76  
\$3,128,321.19  
\$7,910,908.68  
\$ 39,082,146.15

**City of York**  
**LB 357 Funds Summary**

	<u>31-May-22</u>	<u>30-Jun-22</u>
<b>LB 357 Funds Allocation</b>		
Cash Balance	\$15,024,559.82	\$15,144,392.81
Less: Quiet Zone	(\$1,496,028.97)	(\$1,496,028.97)
School-Owned Properties	(\$753,520.34)	(\$753,520.34)
Ball Field	(\$9,564,326.31)	(\$9,564,326.31)
City-Owned Properties	<u>(\$1,271,078.89)</u>	<u>(\$1,421,183.43)</u>
Total Cash Available	\$1,939,605.31	\$1,909,333.76
Less Restricted Funds		
Debt Service	(\$527,895.77)	(\$605,550.58)
Debt Service Reserve	<u>\$0.00</u>	<u>\$0.00</u>
Total Unallocated LB 357 Funds	<u><u>\$1,411,709.54</u></u>	<u><u>\$1,303,783.18</u></u>

## City of York Public Works Summary

	31-May-22	30-Jun-22
<b>Wastewater</b>		
Cash Balance	\$2,794,059.97	\$3,128,321.19
Less: Construction Fund	\$0.00	\$0.00
	\$2,794,059.97	\$3,128,321.19
<b>Total Cash Available</b>		
	\$2,794,059.97	\$3,128,321.19
<b>Less Restricted Funds</b>		
Operations	\$0.00	\$0.00
Debt Service	(\$22,000.50)	(\$145,464.55)
Debt Service Reserve	\$0.00	\$0.00
Renewal & Replacement	\$0.00	\$0.00
	\$0.00	\$0.00
<b>Total Unrestricted Funds</b>	\$2,772,059.47	\$2,982,856.64
<b>Water</b>		
Cash Balance	\$7,194,082.90	\$7,293,587.84
Less: Construction Fund	(\$282,380.35)	(\$282,380.35)
Add: Farm Management Acct	\$908,888.08	\$899,701.19
	\$7,820,590.63	\$7,910,908.68
<b>Total Cash Available</b>	\$7,820,590.63	\$7,910,908.68
<b>Less Restricted Funds</b>		
Operations	(\$108,577.00)	(\$108,577.00)
Debt Service	\$54,482.15	(\$6,378.48)
Debt Service Reserve	(\$266,768.69)	(\$266,768.69)
	(\$320,863.54)	(\$481,724.17)
<b>Total Unrestricted Funds</b>	\$7,499,727.09	\$7,529,184.51

**City of York**  
for the Month of June 2022

Auditors Grouping	<u>Total Amount</u>	<u>Restricted or Assigned</u>	<u>Unrestricted</u>	<u>Notes</u>
10 General:				
General	\$4,493,367.10	35,966.15	\$4,457,400.95	Restricted - YCF (Parks, Police) and Museum Donations
ARP Act \$	\$570,179.65	\$570,179.65	\$0.00	Restricted grant money
Senior Center	(\$3,044.64)		(\$3,044.64)	
Police	\$149,813.97		\$149,813.97	
Community Center	\$84,780.37		\$84,780.37	
Park	\$114,084.72		\$114,084.72	
Auditorium	\$12,427.88		\$12,427.88	
Convention Center	\$171,044.64		\$171,044.64	
Aquatic Center	\$74,666.80		\$74,666.80	
Ball Park	(\$28,704.70)		(\$28,704.70)	
Total	<u>\$5,638,615.79</u>	<u>\$606,145.80</u>	<u>\$5,032,469.99</u>	
13 User Fees	\$20,290.73	\$20,290.73		Assigned
14 General Capital Projects	\$0.00	\$0.00		
22 Fire/EMS	\$365,193.25	\$42,994.47	\$322,198.78	Restricted - York Community Foundation
24 Library	\$35,741.29		\$35,741.29	
30 Police Pension	\$159,827.68		\$159,827.68	
31 Fire Pension	\$201,212.36		\$201,212.36	
Total General	<u>\$6,420,881.10</u>	<u>\$669,431.00</u>	<u>\$5,751,450.10</u>	
50 Street	\$2,490,060.52	\$2,490,060.52		
20 Aviation	\$547,313.78	\$547,313.78		Assigned
16 Debt Service	\$161,788.75	\$161,788.75		
15 LB 357	\$1,909,333.76	\$1,909,333.76		
60 Capital Projects	\$5,733,893.86	\$5,733,893.86		
12 CDBG	\$258,149.48	\$258,149.48		
11 Keno	\$34,844.28	\$34,844.28		
19 Sinking	\$1,583,185.85	\$0.00	\$1,583,185.85	
32 E911	\$68,129.60	\$68,129.60		
40 TIF	\$397,666.40	\$397,666.40		
Total Governmental	<u>\$19,605,247.38</u>	<u>\$12,270,611.43</u>	<u>\$7,334,635.95</u>	
70 Landfill:				
Landfill	\$5,699,778.72		\$5,699,778.72	
Landfill-Operations	\$112,807.75	\$112,807.75		Bond Requirements
Landfill-Debt Service	\$106,190.97	\$106,190.97		Bond Requirements
Old Landfill Closure	\$12,087.32	\$12,087.32		
Landfill Closure/Post	\$2,543,846.34	\$2,543,846.34		
C&D Site Closure/Post	\$190,650.08	\$190,650.08		
Construction	(\$1,580,895.55)		(\$1,580,895.55)	
Total Landfill	<u>\$7,084,465.63</u>	<u>\$2,965,582.46</u>	<u>\$4,118,883.17</u>	
80 Wastewater	\$3,128,321.19	\$145,464.55	\$2,982,856.64	Bond Requirements
90 Water	\$7,910,908.68	\$381,724.17	\$7,529,184.51	Bond Requirements
Total Enterprise	<u>\$18,123,695.50</u>	<u>\$3,492,771.18</u>	<u>\$14,630,924.32</u>	
33 Health Insurance	\$1,353,203.27	\$1,353,203.27		Assigned for insurance claims needs
Total City	<u><u>\$39,082,146.15</u></u>	<u><u>\$17,116,585.88</u></u>	<u><u>\$21,965,560.27</u></u>	

# DEPARTMENT REPORTS

JUNE 2022

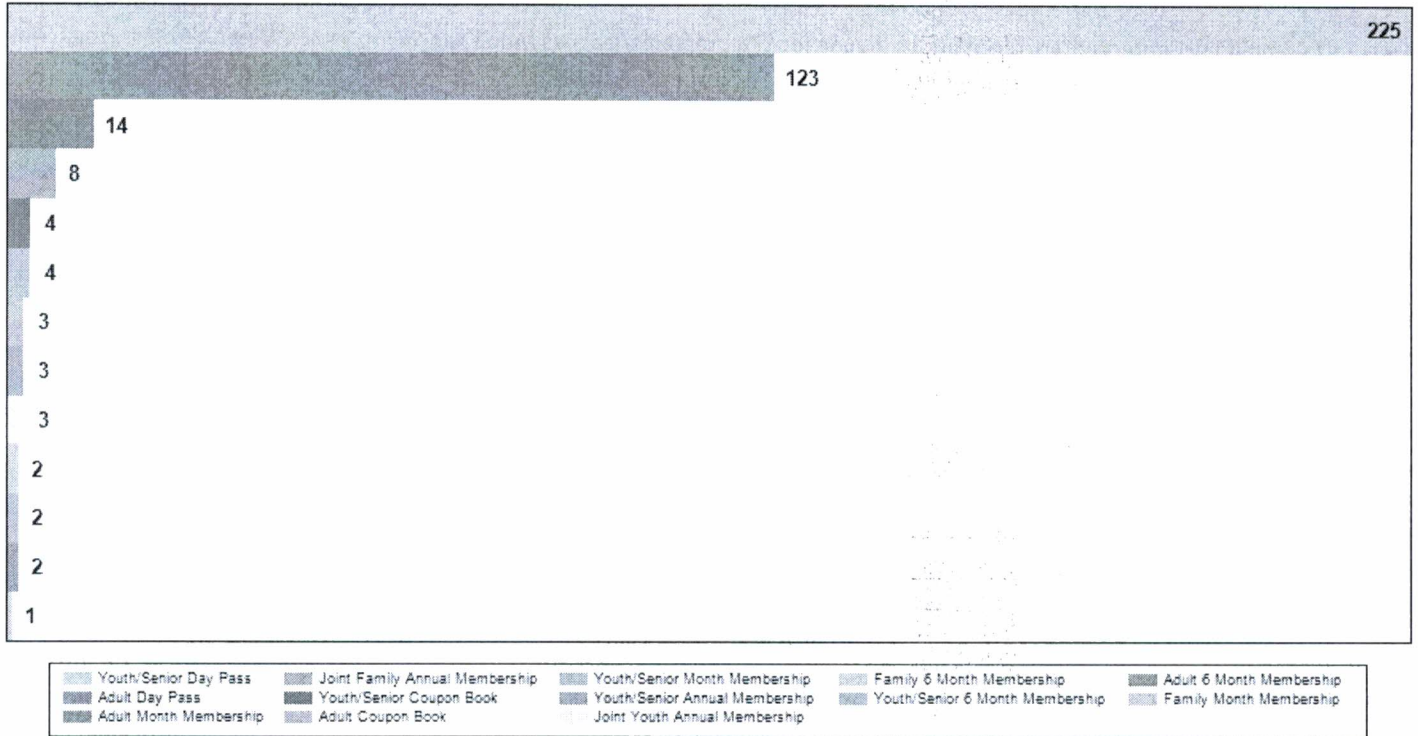
COMMUNITY CENTER  
FIRE  
KILGORE MEMORIAL LIBRARY  
POLICE  
PUBLIC WORKS

Community Center

Total Income (Unofficial): \$9,563.10

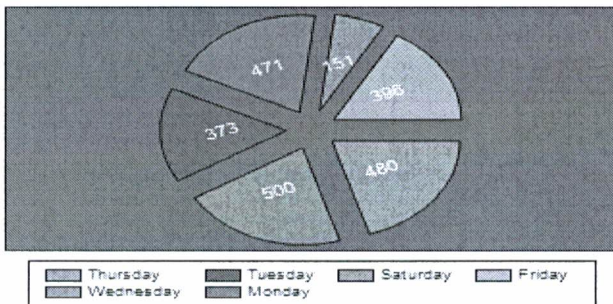
	CASH	CHECK	CREDIT	TOTAL	Center Admission	Aud Admission	FAC Admission	Center Programs	FAC Programs	Center Rentals	Aud Rentals	Miscellaneous	Notes
TOTALS	\$3,008.00	\$2,567.90	\$3,987.20	\$9,563.10	\$6,170.20	\$0.00	\$0.00	\$1,337.00	\$657.00	\$745.00	\$490.00	\$163.90	Donation & Sponsor

Total Memberships/Day Passes/Coupon Books Sold: 394

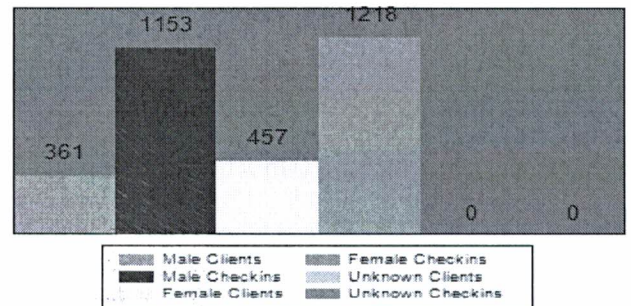


Total Membership Attendance: 2,371

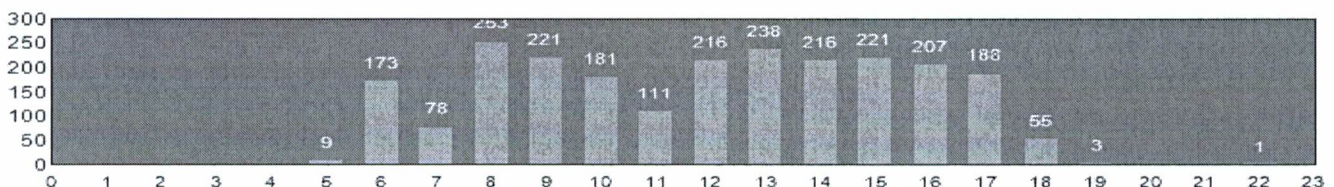
By Day Of Week



By Gender



By Hour of Day



York College: Summer Break

## **Adult/Community/Youth Programs/Leagues:**

The adult programs/leagues in June included Adult Lap Swim, Senior Water Aerobics, FAC Adult Lap Swim, FAC Adult Water Walking, Pickleball Open Rec, Noon Ball, FAC Adult Water Aerobics, Yoga, and Coed 6's Sand Volleyball.

The community programs/leagues in June included Story Walk, Trail Trotters, FAC Floaty Fridays, Midnight Swim, Art in the Park, Kooky Carnival, and Soaring High.

The youth programs/leagues in June included \*NEW\* Pin Chasers, FAC Toddler Time, GG Leagues – Online Gaming Competition, T-Ball, \*NEW\* Middle School Pool Party, Sandbox Saturdays, Ready, Set, Rally, Swimming Lessons, Float 4 Life, Youth Summer Camp, Water Babies, Tot-Time, Progressive Ag Safety Day, Archery Camp, and Creative Cookin'.

There were 97 Community Center rentals/reservations in June for YPR programs/leagues (Adult Lap Swim, Senior Water Aerobics, Yoga, Noon Ball, and Tot-Time) and party packages (birthday parties).

## **Auditorium**

The Auditorium is closed for Open Rec until October. There were 37 Auditorium rentals/reservations in June for YPR programs/leagues (Pickleball Open Rec, Noon Ball, and Youth Summer Camp), a youth basketball practice, YHS girls' basketball team camps, a baby shower, wedding set up, reception, and tear down, and a Union Bank for Employees meeting.

## **Parks**

There were 14 East Hill Park rentals/reservations in June for YPR programs (Sandbox Saturdays, Coed Sand Volleyball, Youth Summer Camp, and Art in the Park), a family picnic, a family gathering, a York FFA sand volleyball fundraiser, a York College Soul Quest event, and a Fusion softball party.

There were 10 Harrison Park rentals/reservations in June for YPR programs (Coed Sand Volleyball and Youth Summer Camp).

There was 1 Mincks Park rental/reservation in June for a YPR program (Soaring High).

## **Family Aquatic Center**

There were 138 FAC rentals/reservations in June for York Dolphin swim team practices and meet, YPR programs (Adult Lap Swim/Adult Water Walking/Toddler Time, Adult Water Aerobics, Middle School Pool Party, Session 1 and 2 Swimming Lessons, Float 4 Life, Water Babies, Youth Summer Camp, Midnight Swim, and Kooky Carnival), and a splash party.

**Total Admissions Income (Unofficial): \$24,068.00**

	CASH	CHECK	CREDIT	FAC TOTAL	Admissions	FAC Programs	Swim Team Fees	Attendance
TOTALS	\$9,829.00	\$3,934.00	\$10,305.00	\$24,068.00	\$23,383.00	\$685.00	\$0.00	7829

**Total Concessions Income (Unofficial): \$14,075.31**

CASH	CHECK	CREDIT	Concessions TOTAL
\$11,444.31	\$80.00	\$2,551.00	\$14,075.31

## **Ballpark Complex**

There was 1 Beaver Creek field rental/reservation in June for a birthday party.

There were 49 Miller Park field rentals/reservations in June for Fusion softball practices, Optimist baseball practices and games, Knights baseball practices and a game, and a Royals baseball practice.

There were 51 Ballpark Complex batting cage rentals/reservations in June for Fusion softball practices, Knights baseball practices, an Optimist baseball practice, private practices, and a Nebraska Prime Fastpitch softball practice.

There were 124 Ballpark Complex field rentals/reservations in June for Fusion softball practices and games, Knights baseball practices, games, and a tournament, a YPR program (T-Ball games), a softball tournament, a baseball game, and a Nebraska Prime Fastpitch softball practice.

**Total Income (Unofficial): \$44,439.28**

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Miller Concessions	Sponsorships	RV Fees	Rental Fees	Player Fees	Split % w/	Notes
TOTALS	\$23,680.17	\$14,675.00	\$6,084.11	\$44,439.28	\$29,870.03	\$118.25	\$4,700.00	\$920.00	\$3,250.00	\$1,630.00	\$0.00	

**Supplyworks**

Community Center	\$296.80
Auditorium	\$106.35
Library	\$26.55
WWTP	\$60.64
F.A.C.	\$158.98
Ballfield	\$914.08
Total:	\$1563.40

**Report Completed by Cheree Folts, Director of Parks and Recreation on 7/11/22**



# York Fire Department

## June 2022 monthly report

The York Fire Department responded to 137 calls for service for the month of June, 2022. This was a very busy month for us. 103 of these calls were EMS 911 responses. We had 24 transfers of patients to hospitals of higher care. We also had 10 fire calls for the month. This included 1 storm watch. We did not have any fire damage during June.

The Fire Chief taught 3 fire extinguisher classes during the month. Including one for the York City Offices staff and the staff of the York County Courthouse. The Fire Chief attended a virtual Traffic Incident Management meeting. We also helped out a lot with the YES after school program and Boost program. We taught a class on fire extinguishers and home safety. We gave a tour. Went to the library for a first aid program. And ended the month with a visit from the 5<sup>th</sup> graders who presented us with cinnamon rolls and coffee. Darrell Traudt started at York Fire on June 12<sup>th</sup> so we are now fully staffed. June was spent on a lot of talks dealing with the budget.

Training for the month centered around an Emergency Vehicle Operations Class. This class involved 2 hours of classroom followed by a driving course. A lot of our newer members took part in this class and it is required to be done every 2 years. Our monthly medical training was a Zoom class on EMS operations. Reggie Rafert continued his paramedic training at CCC in Grand Island. We did some fire training at the house we are still trying to burn. Brandon Lambert gave a ventilation and fire attack class to our new people.

Our grass rig, 652 was updated with a new flatbed. Parts have been ordered to repair the pump and maybe install a new tank. The truck is operational.

Kilgore Memorial Library  
Director's Report  
Prepared for the July, 2022  
York City Council meeting

1. The Baker Display Case and Bedient Gallery are filled with information and items from Collins Aerospace, celebrating 40 years in the York community.
2. The summer reading events celebrating *Oceans of Possibilities* ended with a finale during Balloon Days. The Friends of the library hosted Aaron Fowler, a musician and storyteller from Wichita who entertains with his two dogs at many events across the United States.
3. The popular SMACKDOWN with Seward to learn, "Who Reads More on Highway 34!" For our adult reading club is off to a great start. York has held the lead each week but there are two weeks left and we are less than 100 books over Seward right now. This activity ends on July 29 so there is still plenty of time to join the fun.
4. Each of the weekly events for Summer Reading Club have had record attendance. Anything Goes met Tuesday mornings and explored Science with songs and crafts, Wednesdays popular Brown Bag Story Time ended with lots of outdoor fun, Thursday morning Book Buddies led by the Fourth graders from YPS Boost was attended by neighborhood day care centers and younger Boost classes to fill the bus to the library each week, Cookies and Canvas was fun for older students and Gaming on Friday afternoons was attended by 15 to 20 middle school students each week. Having coach Colin from the York University e-Sports team join us always added another layer of fun.
5. The Altered Book Club met in June and each participant created a table décor by painting a stack of books and stenciling a favorite phrase on the spine, topped with dried sprigs. In July a mobile with origami flowers will be featured.
6. The Saturday morning Lego Club continues to meet through the summer. Stop in any Saturday at 10 am to learn more.
7. On July 1, our IT support staff member, Tyler Nelsen, successfully moved our internet services from the cable service provided by Spectrum to the fiber service provided by Allo, through UPN. Our new service provides Fiber Internet at 500Mx500M.

Respectfully submitted by,



Debora Robertson  
Director, Kilgore Memorial Library

### LIBRARY DATA AT A GLANCE

Data Type	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	March 2022	April 2022	May 2022	June 2022	July 2022	Aug 2022	Sept 2022	Year to Date
Added to Physical Collections	358	260	368	75	445	288	319	281	319				2713
Added to E-Book Collections	873	474	491	430	420	673	672	395	592				5020
Physical item circulation	5,088	4,994	4,679	4,863	4,820	5,103	4,862	5,543	6,513				46465
E-books Circulations	1,322	1,384	1,349	1,543	1,262	1,402	1,359	1,475	1,513				12609
New Patrons	28	27	26	23	25	44	32	32	64				301
Public Computer logins	531	508	391	582	534	620	479	485	665				4795
Door Count	3,085	2,652	3,379	2,595	2,954	2,771	2,716	3,065	3,698				26915
Website visits	2,073	4,204	9,734	3908	1,877	2,212	1,713	1,784	1,699				29204
Meeting Room Use	510	453	372	280	333	436	578	250	610				3822

Data Type	Total 2021	Total 2020	Total 2019
Physical Collections	64,107	63,321	63,921
E-Book Collections	52,789	57,200	52,276
Physical item circulation	58,648	45,885	64,409
E-book Circulations	17,647	16,935	12,790
Registered Borrowers	5,104	5,348	8,276
Public Computer logins	6,445	6,391	13,864
Door Count	48,055	36,276	52,003
Website visits	49,025	51,633	59,600
Meeting Room Use	3,000	3,576	5,331

Data for annual report to Nebraska Library Commission submitted 2-10-2022.

**POLICE DEPARTMENT MONTH END REPORT  
JUNE 2022**

\*\*\*CFS = CALLS FOR SERVICE\*\*\*

Accidents calls in total . . . . .	21
Cases . . . . .	12
CFS only . . . . .	9
Property damage accidents . . . . .	16
Hit & run accidents . . . . .	4
Personal injury accidents (persons injured -1) . . . . .	1
Fatality accidents . . . . .	0
Number of vehicles involved in accidents . . . . .	37
 Total Mileage patrolled . . . . .	 10,024
(800- 244: 802 -572; 803 -1976; 804 - OUT OF SERVICE; 805 --2052; 806 -N/A; 808 -3231; 809--1949)	
 Total Calls for Service (CFS) . . . . .	 864
 Tickets Issued—(T-traffic/ P-parking/ A-animal/ H-Notification-health)	
T-Citations – 22; P-Citations – ;	
T-Warnings – 3; P-Warnings -5; A-Warnings -14; H-Warnings -4;	
P-Non-moving Violation--4; Defects— 16; H-Notifications --2;	
Verbal Warnings (all) --246;	
 Health/Vegetation CFS . . . . .	 31
Animal CFS- 54 (dog bite- 3) . . . . .	57
Parking related CFS . . . . .	24
Extra/Special Services-(Escorts ; Other chks ; Aid ; Patrol) . . . . .	22
School checks . . . . .	0
Welfare Checks . . . . .	27
Alarms (Business/Residential) . . . . .	26
Traffic related CFS (Stops- 302;Offenses- 16; Mot. Asst-9) . . . . .	327
Juvenile involved CFS (juv-runaway/missing/kidnapping-abduction). . . . .	18
HHS (17)/Child Abuse/Neglect(1)- Adult Protective Services (4) . . . . .	22
Assaults/Sexual Assaults reports/investigated (A-3/S-1). . . . .	4
Disturbance/Disorderly Conduct CFS . . . . .	22
Vandalism (Criminal Mischief) reported/investigated. . . . .	5
Forgery/Fraud reported/investigated . . . . .	2
Burglary reported/investigated . . . . .	0
Larceny (Theft-Motor Veh) reported/investigated . . . . .	17
Criminal Offenses (Cases Made) . . . . .	45
-Citations in lieu of Arrest. . . . .	10
-Arrests . . . . .	21

**Board of Public Works**  
June 14, 2022 4:00 PM  
City Administrator's Office

Attendance taken at 4:00 P.M.

Present Board Members:

Marlowe Wall  
Kenny Ekeler

Absent:

Matt Leif  
Bill Williamsen

Also Present:

James Paul, Director of Public Works

1. Meeting was cancelled due to lack of quorum.

Megan Makovicka

**DEPARTMENT OF PUBLIC WORKS**

**MONTHLY REPORT**

June — 2022

**STREET DEPARTMENT**

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

Street	6	Airport		Park	7	Fire	
Police		Landfill		Wastewater		Water	

The street sweeper operated 135 hours in June, during which time 356 miles were swept and 91 cubic yards of material were removed from the city streets.

Other major labor activities included:

Job	Hours
General maintenance	11
Right-of-way maintenance	277
Gravel street/alley maintenance	76
Snow removal	0
Mowing/weed control	106
Tree/shrub maintenance	54
Paved surface maintenance	328
Equipment services	2
Sidewalk repair	21
Traffic signing/signal installation/repair	24
Shop cleaning	31
Property Maintenance	19
Parking Lot Maintenance	45
Trash Removal	0
<b>TOTAL</b>	<b>994</b>

**PARK DEPARTMENT**

Park personnel performed the following activities:

Job	Hours
Trash removal	36
Restroom cleaning	90
Property maintenance	140
Mowing/weed control	401
Tree/shrub maintenance	366
Building maintenance	101
Ball field maintenance	127
Playground equipment maintenance	4
General maintenance	39
Sidewalk repair	49
<b>TOTAL</b>	<b>1353</b>

**FAMILY AQUATIC CENTER**

Park personnel performed the following activities:

Job	Hours
System maintenance	7
Mowing/weed control	8
Building maintenance	1
Property maintenance	18
Parking lot maintenance	18
<b>TOTAL</b>	<b>52</b>

**WASTEWATER TREATMENT PLANT**

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

	Last Month	2022	2021	Units
Total flow	36,776,800	34,329,024	28,702, 257	gallons
Average flow/day	1,225,893	1,144,301	956,741	gallons
Average flow/person	153	143	120	gallons
Grit and screenings to landfill	55.55	72.8	62.56	tons
Bio solids wasted	1.709678	1.232436	1.396532	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	262
Laboratory testing	83
Sludge removal	20
Equipment maintenance	138
Building maintenance	8
Sewer system maintenance	70
Property maintenance	108
One-call locates	11
Tree / Shrub Maintenance	22
Mowing / Weed Control	24
Pump / well maintenance	8
<b>TOTAL</b>	<b>754</b>

### **WATER DEPARTMENT**

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

	Last Month	2022	2021	Unit
Total water pumped	36,874,000	47,405,000	56,821,000	gallons
Total water billed	19,600,883	38,149,980	34,648,575	gallons
Average use per day	1,189,484	1,529,194	1,894,033	gallons
Average use per person	149	191	237	gallons
Total electricity used	54,719	68,763	80,685	kW
Pumps yield	674	689	704	gallons/kW
Peak pumping date	31 <sup>st</sup>	30th	17 <sup>th</sup>	
Peak amount	1,778,000	2,766,000	2,762,000	gallons

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

	2022	2021
Water bills	1857	1,859
Sewer bills	1780	1,783
New taps	3/4"- 1, 1"- 2	1"- 2
Service leaks	0	1
Main leaks	0	0
Diggers Hotline calls	166	127

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	29
Meter reading	26
Meter maintenance	3
Pump/well maintenance	8
Distribution maintenance	199
One-call locates	11
Property Maintenance	24
Mowing / Weed Control	39
<b>TOTAL</b>	<b>339</b>

**SOLID WASTE RECEIVING CENTER AND LANDFILL**

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

	2022		2021	
	Trips	Tons	Trips	Tons
Landfill	830	2652.67	854	2521.36
C & D	231	640.28	151	360.52
Transfer Station	183	45.97	168	33.36
Brush Pile	720	211.26	188	93.96
Tire Pile	3	0.00	13	0.00
Metal Roll-off	4	0.00	12	0.00
<b>Total</b>	<b>1971</b>	<b>3550.18</b>	<b>1386</b>	<b>3009.20</b>

Revenue collected during June totaled \$176,585.94. The same period last year totaled \$148,516.45.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	150.75
Landfill Equipment	619.25
Recycling Act	2
<b>TOTAL</b>	<b>772</b>

**AIRPORT**

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	41
Building maintenance	4
Mowing / weed control	0
<b>TOTAL</b>	<b>45</b>

### **CONVENTION CENTER**

Public Works personnel performed the following activities:

Job	Hours
Property maintenance	13
Parking lot maintenance	11
<b>TOTAL</b>	<b>24</b>

### **LIBRARY**

Public Works personnel performed the following activities:

Job	Hours
General maintenance	1
Mowing/weed control	2
Sidewalk Repair	381
Property maintenance	9
Building maintenance	0
<b>TOTAL</b>	<b>393</b>

### **SUMMARY BY DEPARTMENT**

Department	Hours	Percentage	Full Time Equivalent
Street	994	21	6.2
Parks/FAC	1405	30	8.8
Landfill	772	16	4.8
Wastewater	754	16	4.7
Water	339	7	2.1
Airport	45	1	0.3
Convention Center	24	1	0.2
Library	393	8	2.5
<b>TOTAL</b>	<b>4726</b>	<b>100</b>	<b>29.6</b>

### **BUILDING INSPECTIONS AND PERMITS**

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

Inspections:	2022	2021	Permits Issued:	2022	2021
Building	61	41	Building	45	28
Electrical	44	33	Electrical	11	7
Plumbing	32	26	Plumbing	4	13
Mechanical	35	18	Mechanical	12	1
Nuisance	10	0	Curb/Street	3	4
<b>Total</b>	<b>182</b>	<b>118</b>	<b>Total</b>	<b>75</b>	<b>109</b>

45 permits were issued in June for a value of \$857,999.85 which brings the total for the year to \$16,437,635.98. (See attached.)

Permits of note issued:

- |                |                   |              |
|----------------|-------------------|--------------|
| • Renee Kaliff | In Ground Pool    | \$123,100.00 |
| • Jon Strong   | New Storage Units | \$300,000.00 |

***BOARD OF PUBLIC WORKS***

The Board of Public Works did not meet in June due to lack of quorum.

## Building Permits issued in June 2022

06-Jul-22

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
98360	Mark Otte	1721 N Nebraska Ave		Windows & Driveway	10,000.00
98358	Tom Marsh	224 N Burlington		Shed	3,000.00
98396	Jared & Brea Sorgenfrei	615 E. 9th St		Columns w/ footings	10,000.00
98391	Marc & Angie Kroger	1301 N Ohio Ave		Add roof & cover to existing deck	5,000.00
98392	Dan Adams	926 St. Andrews Ct		2 egress windows & mailbox	4,500.00
98389	Joshua Rinard	708 N Delaware Ave		Kitchen remodel	25,000.00
98387	Renee Kaliff	723 Nicholas Cir		Swimming pool	123,100.00
98385	Jon Strong	2700 Lincoln Ave		New Storage Units	300,000.00
98384	Gale Radcliff	14 Edison Ave		Asphalt Roof Replacement	6,695.00
98382	Don Mohorn	1002 E. Nobes Rd		Re-roof	1,000.00
98381	Carolyn Sandall	1234 Pennsylvania		Replacing fence & adding railing to	6,688.00
98379	City of York	117 E. Grant		Signs on building wall	0.00
98378	Steve Reinke	1912 E. 11th St		Re-roof	13,795.00
98377	John Wochner	1326 Delaware Ave		Re-roof	23,600.00
98362	Alfredo Barragan	329 N College Ave		Replacing sidewalk & driveway	4,000.00
98367	Kevin Surface	507 N Thompson Ave		Replace driveway	3,500.00
98373	Zenie Olsen	511 N Division Ave		Install new water service	2,000.00
98370	Jim Tallmadge	19 Arbor Heights		Concrete patio w/ roof/covering stru	7,900.00
98372	Palmer Inn	2426 S Lincoln Ave		Replacing Fence	2,775.00
98363	Derek Dauel	325 N Academy		Fence	500.00
98361	Gaylen Thomsen	305 Academy		Fence	500.00
98407	Anthony Kreifels	1406 N Florida Ave		Re-roof	9,500.00

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
98406	Charlie Miller	1209 N Wisconsin Ave		Re-roof	9,350.00
98405	Norstad Bergesen Trust	1229 N McKaig		Re-roof	5,200.00
98404	Ron W'inquest	137 S Ohio Ave		Re-roof	9,800.00
98403	Beth Cosgrove	129 S Florida Ave		Re-roof	13,426.00
98402	Keith Berg	1503 N Ohio Ave		Re-roof	15,152.00
98401	Janet Rush	1019 Wisconsin Ave		Re-roof & gutters	19,000.00
98400	Southshore Enterprises	3000 Enterprise Ave		Sign	400.00
98399	Southshore Enterprises	3000 Enterprise Ave		Sign	400.00
98397	Tara Hartford	824 Elmer Ave		Fence	7,000.00
98413	Randy Alms	2015 N Grant Ave		Reside, windows & new door	6,000.00
98412	Joan Hunsche	1325 N East Ave		Re-roof	8,200.00
98411	Kevin Baldridge	408 Thompson Ave		Re-roof	14,000.00
98409	Arthur Abts III	524 Thompson Ave		Re-roof	11,600.00
98420	Jayne Jackson	911 Country Club Ave		Siding	20,000.00
98418	Nate Eldred	214 W 6th St, Suite 2		Commercial Remodel	11,500.00
98417	Sandra Brahmstedt	1123 N Wisconsin		Re-roof, re-side	21,800.00
98416	Donald Bohling	6 Edison Ave		Re-roof, exterior paint	13,855.00
98415	Danny Danhauer	552 W 7th St		Re-roof	30,000.00
98414	Sylvia Warren	803 E 7th St		Re-roof, re-side	30,034.00
98430	Greg Ronne	814 N Platte Ave		Re-siding & windows	13,429.85
98423	Terry Knight	713 W Nobes Rd		Re-roof	12,900.00
98422	Ron Cloyd	1343 Harre Ln		Re-roof	14,000.00
98421	John Junge	620 E 19th St		Re-roof	7,900.00

**OWNER**      **ADDRESS**      **LEGAL DESCRIPTION**      **DESCRIPTION**      **AMOUNT**

\$857,999.85

Permits Issued: 45



## **AGREEMENT BETWEEN CITY OF YORK AND THE YORK AREA CHILDREN'S MUSEUM**

THIS AGREEMENT IS ENTERED INTO by and between the City of York, Nebraska, (herein after referred to as "City") and the York Area Children's Museum Board (herein after referred to as "Museum" or "Board").

WHEREAS, the Museum operates as a children's museum in the York City Auditorium and occupies space in the Auditorium with the permission of the City to operate the Museum; and

WHEREAS, the City and Museum wish to enter into an Agreement to set out the duties and responsibilities to be provided by each party in order to facilitate the continued operation of the Museum in the City Auditorium.

NOW, THEREFORE, THE CITY AND THE MUSEUM AGREE AS FOLLOWS:

The Museum Board will perform the following:

- \* Provide a written list of the Board members to the Parks and Recreation Director and provide updates of the list whenever there is a change in the Board membership.
- \* Ensure that only current Board members possess keys to the Auditorium.
- \* Provide the Parks and Recreation Director with a weekly schedule to show the hours of operation in advance of each week.
- \* Shall require all Museum guests to use the restrooms on the south side of the Auditorium, with the exception of any male patrons who need to use the handicap accessible restroom.
- \* Shall provide custodian services for the area inside the Museum.
- \* Shall conduct a walk through after each shift to make sure that the building is secure and no damage has occurred to the Auditorium and in the event of any damage, shall promptly report it to the Parks and Recreation Director.
- \* Shall request access to the Auditorium utility sink when painting walls or displays.
- \* Shall be responsible to create, construct, repair, own and possess all displays in the museum area.
- \* Shall maintain liability insurance coverage in full force and effect, and shall include the City as a beneficiary on such liability insurance policy.
- \* Shall provide notification to the Parks and Recreation Director of any private parties conducted in the museum in advance of the private party.

The City of York will perform the following:

- \* Provide two (2) sets of keys to the Auditorium that may be checked out, which will be available at the Community Center desk.
- \* Provide the Board with access to the Auditorium schedule.
- \* Shall provide appropriate heat and air conditioning for the Museum during hours of operation of the Museum as shown on the weekly schedule provided by the Museum.
- \* Provide maintenance to the Auditorium as may be necessary to keep the building in proper condition, except for the area located within the interior of the Museum.
- \* Provide water service and electricity necessary to operate the Museum.

The parties further agree that the Museum may occupy and use the area within the City Auditorium designated for use as a Children's Museum without payment of rent to the City.

This Agreement will be in force and effect beginning July 5<sup>th</sup>, 2022 and will terminate on July 5<sup>th</sup>, 2027. The Agreement will automatically renew for a period of one year each year thereafter, unless it its terminated by either party.

Dated this 5<sup>th</sup> day of July, 2022.

CITY OF YORK, NEBRASKA,

By: \_\_\_\_\_  
Barry Redfern, Mayor

YORK AREA CHILDREN'S MUSEUM BOARD,

By: R. Scheinost  
(Sign name)

Rosalynne M. Scheinost  
(Print name)

# AMENDMENT #2

## INTERLOCAL AGREEMENT

### City of York Flood Mitigation and Resiliency Plan

As outlined in Section 7.01, 7.02, and 7.03 of Article VII – AMENDMENTS, this Interlocal Agreement can be amended and extended by amendment if adopted by both governing bodies.

In February of 2022, JEO Consulting Group completed a Flood Mitigation Evaluation for the City of York. The City of York has elected to proceed with filing a Letter of Map Revision (LOMR) in an effort to reduce both the peak flow and flood elevations in Tributary A on the east side of York.

The City of York (CITY) has requested financial assistance from the Upper Big Blue Natural Resources District (DISTRICT) for the LOMR process and requested that the Interlocal Agreement (and available funding provided) be extended to December 31, 2024.

Amendment #2 will revise this Interlocal Agreement to add the LOMR process, add additional funding, and extend the term of the agreement, as listed in Section 1.01, Section 2.01, Section 2.02, and Section 3.03.

#### City of York – Letter of Map Revision

A.2 WHEREAS, as the result of recommendations from the Flood Mitigation Evaluation, City of York, February 2022, the PARTICIPANTS desire to cooperate for the purpose of filing a Letter of Map Revision (LOMR) with the Federal Emergency Management Agency (FEMA) in an effort to reduce both the peak flow and the flood elevations in Tributary A on the east side of York for the 1% annual chance of flood. If successful, this LOMR would reduce the number of homes requiring flood insurance, and

B.2 WHEREAS, the CITY desires to act as the LEAD AGENCY and PROJECT SPONSOR for the LOMR, and

C.2 WHEREAS, the CITY intends to apply for a LOMR from the FEMA, and

D.2 WHEREAS, the DISTRICT desires to provide cost-share assistance to the CITY for the LOMR application process, and

E.2. WHEREAS, the PARTICIPANTS pursuant to provisions of the NEBRASKA Interlocal Cooperation Act (13-804), desire to enter into Amendment #2 to this AGREEMENT for joint cooperation action for the purpose of applying for the LOMR.

ARTICLE I  
OBJECTIVES AND PURPOSES

Section 1.01 The objectives and purposes of AMENDMENT #2 are to exercise the powers, duties, and obligations of the PARTICIPANTS for the purpose of completing the LOMR process.

ARTICLE II  
TERM OF AGREEMENT

Section 2.01 This AGREEMENT will continue through the completion of the LOMR process, but not beyond December 31, 2024.

Section 2.02 This AGREEMENT cannot be extended or terminated prior to July 1, 2024, without the consent of the governing bodies of the PARTICIPANTS.

ARTICLE III  
RESPONSIBILITIES OF THE DISTRICT

Section 3.03 The DISTRICT agrees to pay fifty percent of the local cost share for the LOMR application process, not to exceed \$21,000.

AMENDMENT #2  
EXECUTION

This AMENDMENT #2 is hereby executed by the PARTICIPANTS, in duplicate, each to be considered an original, with the understanding that the AMENDMENT #2 becomes effective when each AMENDMENT #2 is executed by both PARTICIPANTS. The PARTICIPANTS shall be bound to the same extent and purpose as if both PARTICIPANTS had simultaneously joined in the execution of a single master copy.

IN WITNESS WHEREOF, each of the PARTICIPANTS has caused this AMENDMENT #2 to be executed by its duly authorized officer as of the date show below

UPPER BIG BLUE NATURAL RESOURCES DISTRICT

By: Lynn W Yates 7-14-2022  
Chairperson Date

CITY OF YORK, NEBRASKA

By: \_\_\_\_\_  
Mayor Date



**CONSULTING SERVICES AGREEMENT**

CLIENT	City of York	Project Name	York Street Bond Concrete Construcion
Address	100 East 4 <sup>th</sup> Street	Engineering Amendment No. 1	
	PO Box 276		
	York, NE 68467	Project Location	York, NE
Telephone	402.363.2600		
Client Contact	James Paul	Consultant PM	Terry Brown
Client Job No.		Consultant Job No.	112221.04

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 \$442,509.

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: June 29, 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

Amendment No. 1 Additional Design and Construction Services – York Street Bond Concrete

York, NE

### TASK 1. Additional Design Services

- a. Additional Topographic Survey will be required to verify the utilities built in the project corridor after the survey and design. This survey will verify the benchmarks used in the initial survey, verify the benchmarks used on the previous project and pick up any new or improvements made in the project area.
- b. Additional design for the existing pavement and franchise utility. Design considerations have been considered for NPPD, Windstream and Gas franchise utilities. Special attention has been made when the franchise utility has an easement for existing infrastructure. Roadway design has and will be evaluated based on existing and future franchise utility infrastructure.
- c. Additional and continued coordination has occurred with NPPD, Gas and Windstream. The amount of coordination with the franchise utilities has exceeded the amount of time budgeted mainly due to the extended design timeline and massive amounts of reconstruction of the franchise infrastructure due to City-wide roadway projects.

### TASK 2. Construction Phase Services

General Construction Project Management, Staking, Inspection, Material Testing and Closeout Services

#### a. *Project Management Tasks*

- i. Project Files
  - Set up, utilize and maintain appropriate project files related to the project with an electronic file system. Included in the files will be all project correspondence, change orders, meeting minutes, contracts, plans and specifications, traffic control plans (if applicable), RFIs, material certifications, test reports, inspector's Daily Reports and project schedule.
- ii. Shop Drawing Submittal Review
  - Responsible for logging in, reviewing, commenting, and approving Contractor submitted Shop Drawings related to the project.
- iii. Schedule and conduct a pre-construction meeting.
- iv. Contractor Payments
  - Unless otherwise scheduled by the City's Project Manager or Contractor, monitor by infrequent site visits that the work associated with a payment request by the Contractor is accurate and complete. The generation of progress payments to the Contractor will be completed by the Contractor for approval by Benesch.
- v. Construction Contract Change Orders and Work Change Directives
  - Prepare Contract Change Orders (modifications) and Work Change Directives associated with the project for the City Project Manager's approval.
- vi. Correspondence
  - Provide the following correspondence for the City's records:
    - Weekly project-based construction testing results and status reports of construction progress by Monday morning the following week.
    - Contractor progress estimates.
    - Change Orders (Contract Modifications).

*a. Construction Staking Tasks*

Benesch will complete the following tasks in coordination with the Contractor:

- i. Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering. The City shall provide control points for the project.
- ii. Stake limits of construction throughout project where deemed necessary to delineate restrictions on contractor operations.
- iii. Mark removals including pavement removal limits. Stake right-of-way and construction easements where deemed necessary to delineate restrictions on contractor operations.
- iv. Provide storm sewer, drainage way and water main stakes.
- v. Provide grade checks and temporary benchmarks and grading surfaces.
- vi. Provide paving hubs.
- vii. Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.

Other services mutually agreeable to all parties may be added upon request.

*b. Project Inspection & Observation Tasks*

Benesch or their sub-consultant will observe and verify construction compliance with contract documents for critical items such as embankment, bedding, backfill, concrete box culvert construction, subgrade prep and paving with visual inspection and/or material testing before the work is "covered up". Limited observation will be provided during non-critical activities such as excavation, removals, reinforcing steel placement, forming, etc. This list is not inclusive of all tasks or inspections that will be completed by Benesch or their sub-consultant. Benesch will work closely with the City to adjust inspection hours as necessary to accommodate the Contractor's schedule and progress.

- i. Document pre-construction conditions of the project site with photos for comparison and any dispute resolution during and/or after construction.
- ii. Document all inspections in the field by photos, measurements, computations and/or observations as logged within the Inspector's Daily Reports (IDRs).
- iii. Prepare and keep detailed notes, records of quantities of pay items used in the work, test results, certifications, or basis of acceptance of these materials, and a record of the contractor's operations.
- iv. Inform Contractor at the pre-construction meeting that water shutdowns will be coordinated by the Inspector.
- v. Coordinate with the Contractor to discuss work performed when not on-site for proper documentation and inclusion in the IDRs.
- vi. Provide random/periodic review compliance of traffic control and ADA signing maintenance throughout the duration of the project, if necessary. Specifically, at the beginning, phase changes, storm events and end of the project. Benesch will report any known deficiencies but is not responsible for part/full time inspection unless approved by written request of the City Project Manager.
- vii. Verify that materials sources incorporated into the project are on the latest version of the City and/or NDOR Approved Products List.
- viii. Participate in Contractor led progress meetings every two weeks using agreed on agenda format.
- ix. Consult with the City Project Manager regarding project changes, utility conflicts, change authorizations and change orders.
- x. Observe plan profiles are constructed accurately and conduct consultation with City Project Manager regarding deviations.
- xi. Observe that thrust blocking, anchorage and restraints are provided where called for on the construction documents.
- xii. Randomly observe pavement sawing and removals throughout construction.
- xiii. Observe backfilling of trenches and appurtenances, concrete placement, and ADA ramp installation.

- xiv. Observe reinforcing steel placement prior to each concrete pour.
- xv. Observe concrete placement, erosion control installation and seeding placement.
- xvi. Inform and verify field modifications with the City's Project Manager prior to authorization of work.

*c. Material Testing Tasks*

Benesch or their sub-consultant will provide, perform, or otherwise coordinate material sampling and testing services in accordance with the City of York standard procedures. The following list identifies the testing assumed to be required along with the frequency expected and included in this scope of work. Additional testing may be provided in addition to or in place of those tests listed below. Benesch will notify and gain prior approval from the City if additional testing is required that may exceed the fee identified for these services.

- i. Grading Operations – Excavation and embankment construction will be tested to verify compliance with compaction requirements for each lift of material.
  - a. Assumes Testing Frequency of 1-Test/12-inch lift/10,000 square foot.
  - b. Assumes 45 tests for the length of the project.
  - c. This material testing is completed by the hour by a field engineer/technician.
- ii. Utility Operations – The installation of water, storm sewer and culvert pipes will be tested to verify compliance with compaction requirements prior to subgrade preparations.
  - a. Assumes Testing Frequency of 1-Test/12-inch lift/300 feet.
  - b. Assumes 4 tests for the storm sewer pipes and inlets locations.
  - c. This material testing is completed by the hour by a field engineer/technician.
- iii. Subgrade Operations – Subgrade construction will be tested to verify compliance with compaction requirements prior to paving.
  - a. Assumes Testing Frequency of 1-Test/300 feet/12 foot wide lane
  - b. Assumes 60 tests for the length of the project.
  - c. This material testing is completed by the hour by a field engineer/technician.
- iv. Concrete Sampling - This will include taking concrete truck tickets, completing concrete air tests, fabricating concrete cylinders, delivery of concrete cylinders to the laboratory and compression testing.
  - a. Assumes Testing Frequency of 1-Test/300 lf or 1-Test/Pour/Day at 3-Cylinders/Test.
  - b. Assumes 8,800 C.Y. of Concrete on the project at 200 Cylinders.
  - c. This material testing is completed by a per cylinder test method by a field engineer/technician.

*d. Project Closeout Tasks*

Upon notice of completion by the Contractor, Benesch will field measure and prepare final summaries for all applicable items of work. The City's Project Manager will review the project records prior to the submission of a final pay estimate for the project. Benesch will also prepare and submit the Final Pay Estimate and records associated with the project. The final records will be printed and an electronic format of all the project records. Tasks to be completed during the project closeout include:

- i. Document "punch list" items and follow-up on resolution of nonconforming work prior to authorizing final payment.
- ii. Prepare necessary correspondence to the Contractor related to punch list and project completion.
- iii. Conduct project walk through with the City and the Contractor to determine and document substantial completion.
- iv. Benesch will prepare the record drawings and will coordinate with the Construction Contractor for additional information or clarifications needed to complete the documents. These documents will have handwritten changes and clarifications in red

pen. These documents will not be signed and sealed by an Engineer. An electronic AutoCAD base file will be provided with the plan submittal.

- v. Provide timely project closeout documentation upon final acceptance of the project.
- vi. Deliverables
  - Meeting minutes.
  - Inspector Daily Reports (IDR).
  - Project photo log.
  - Project material testing results.
  - Pressure testing and bacteriological testing records provided by the City and Contractor.
  - Documentation of punch list items and resolution with associated correspondence.
  - Declaration of substantial and final completion.
  - Record drawings.
  - Record AutoCAD base files.
  - All project documentation listed in this section and an electronic format of all project files.
- vii. Complete a project debriefing with City.

e. *Excluded Services*

- i. Additional Design services.
- ii. Daily Inspection and Enforcement of traffic control plans and maintenance.
- iii. Utility coordination for the Contractor.
- iv. Administration of NPDES (SWPPP) permit adherence.
- v. Undertaking any of the responsibilities of the Contractor.
- vi. Giving direction to the Contractor by dictating means, methods, techniques, sequence or procedures of construction.

**SCHEDULE**

Benesch shall provide the services stated above in accordance with a schedule set forth below:

Benesch will complete construction management and inspection services as listed in subsection one (1) above. The inspection duration for this contract shall be based on 240 Working Days, 48 Weeks and Assumes Monday thru Friday Construction Days at 9 Hours/Day including field inspection, testing, bookwork/reports and travel} per the City of York Contract with the Construction Contractor. Project close-out documents shall be completed within sixty (60) calendar days of final acceptance of the project by all parties.

**Fee Estimate**
**Additional Design and Construction Phase Services  
 York Street Bond Concrete - York, NE**

Description	Estimated Quantity	Unit Price	Amount
<b>Additional Design and Utility Coordination</b>			
a. Topographic Survey (field and processing)	16.0 hr.	\$ 111.00 hr	\$ 1,776.00
b. Additional Design	200 hr	\$ 125.00 hr	\$ 25,000.00
c. Additional Utility Coordination (NPPD, Gas, Windstream)	80 hr	\$ 111.00 hr	\$ 8,880.00
<b>Additional Design Not to Exceed :</b>			<b>\$ 35,656.00</b>
<b>Construction Phase Services</b>			
a. Project Management			
Senior Project Manager	192.0 hr.	\$ 200.00 /hr.	\$ 38,400.00
Project Engineer II	48.0 hr.	\$ 125.00 /hr.	\$ 6,000.00
Vehicle	24.0 dy	\$ 65.00 dy	\$ 1,560.00
b. Construction Staking			
Staking data, control, quality control	120.0 hr.	\$ 125.00 hr	\$ 15,000.00
Paving, Curbs, Sidewalk and Storm Staking	250.0 hr.	\$ 111.00 hr	\$ 27,750.00
Vehicle	15 dy	\$ 65.00 dy	\$ 975.00
c. Project Inspection & Observation			
Field Inspection (240 days @ 9 hrs/day)	2,160.0 hr.	\$ 111.00 hr	\$ 239,760.00
Special Inspections (RPM)	40 hr	\$ 154.00 hr	\$ 6,160.00
Vehicle	240 dy	\$ 65.00 dy	\$ 15,600.00
d. Materials Laboratory Testing			
Soil Density and Moisture Content Determination (2)	8.0 hr.	\$ 111.00 hr	\$ 888.00
Standard Proctor Testing (10)	30.0 hr.	\$ 111.00 hr	\$ 3,330.00
Compaction Test	90.0 hr.	\$ 111.00 hr	\$ 9,990.00
Concrete Testing Field Time	200.0 hr.	\$ 111.00 hr	\$ 22,200.00
Concrete Compression Test (includes cylinder)	200.0 cyl	\$ 28.00 ea.	\$ 5,600.00
Vehicle	40.0 dy	\$ 65.00 dy	\$ 2,600.00
e. Project Closeout			
Senior Project Manager	8.0 hr.	\$ 200.00 /hr.	\$ 1,600.00
Project Engineer 1	40.0 hr.	\$ 125.00 /hr.	\$ 5,000.00
Field Inspector	40.0 hr.	\$ 111.00 hr	\$ 4,440.00
<b>Construction Services Not to Exceed :</b>			<b>\$ 406,853</b>



**2022 EMPLOYMENT CLASSIFICATION AND RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>BILLABLE RATE</u>	<u>CLASSIFICATION</u>	<u>BILLABLE RATE</u>
Project Manager I	\$154.00	Resident Project Manager I	\$138.00
Project Manager II	\$174.00	Resident Project Manager II	\$154.00
Senior Project Manager	\$200.00	Senior Resident Project Manager	\$174.00
Project Principal	\$248.00		
		Construction Representative I	\$84.00
Project Engineer I	\$111.00	Construction Representative II	\$96.00
Project Engineer II	\$125.00	Construction Representative III	\$111.00
Senior Project Engineer	\$154.00		
		Inspector I	\$73.00
Designer I	\$84.00	Inspector II	\$84.00
Designer II	\$96.00	Sr Inspector	\$96.00
Project Scientist I	\$96.00	Construction Technical Rep I	\$84.00
Project Scientist II	\$111.00	Construction Technical Rep II	\$96.00
Project Scientist III	\$125.00	Construction Technical Rep III	\$111.00
Senior Project Scientist	\$138.00	Senior Construction Technical Rep	\$125.00
		Construction Technical Rep Manager	\$138.00
Scientist I	\$73.00		
Scientist II	\$84.00	Intern	\$63.00
		Field/Lab Technician I	\$63.00
Geologist I	\$84.00	Field/Lab Technician II	\$68.00
Geologist II	\$90.00	Field/Lab Technician III	\$74.00
Senior Geologist	\$99.00	Senior Field/Lab Technician	\$84.00
		Field/Lab Technician Manager	\$90.00
Technologist I	\$73.00		
Technologist II	\$96.00	Instrument Operator	\$73.00
Senior Technologist	\$125.00	Party Chief	\$84.00
		Surveyor (RLS)	\$111.00
Technical Specialist I	\$96.00	Senior Surveyor (RLS)	\$125.00
Technical Specialist II	\$125.00		
Senior Technical Specialist	\$154.00	Marketing Assistant	\$73.00
		Marketing Coordinator	\$84.00
Office Assistant	\$63.00	Marketing Manager	\$138.00
Project Assistant I	\$63.00		
Project Assistant II	\$73.00		
Division Administrative Assistant I	\$63.00		
Division Administrative Assistant II	\$73.00		

PETITION BY PROPERTY OWNER TO  
CITY OF YORK FOR ANNEXATION

To the York City Clerk:

This is to request that the Mayor and City Council annex property owned by the Petitioners to the City of York which is contiguous or adjacent to the corporate limits of the City, and which property is urban or suburban in character.


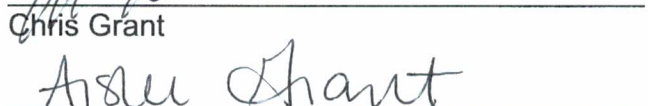
The names and address of the Petitioners, owners of the real estate sought to be annexed are: Chris and Aislee Grant, husband and wife, 424 S. Paradise Lane, York, NE 68467.

The legal description of the property owned by the Petitioner which is requested to be annexed is as follows:

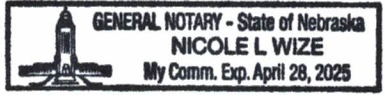
Lots 7, 8, 9, 10, 11, 12, 13 in Countryside View Second Subdivision, a part of the Southeast Quarter of the Southeast Quarter of Section 24, Township 10 North, Range 3 West of the 6<sup>th</sup> P.M., in York County, Nebraska.

Petitioners understand and accept that upon the approval of this Petition and the annexation of the subject real estate by the City of York that the real estate shall be subject to all taxes, assessments and liabilities of property included within the corporate limits of the City of York and that the Petitioners will have the duty and responsibility to control and maintain the property pursuant to all lawfully adopted ordinances and resolutions of the City of York.

Dated this 11 day of July, 2022.

  
\_\_\_\_\_  
Chris Grant  
  
\_\_\_\_\_  
Aislee Grant

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF YORK     )



The foregoing instrument was acknowledged before me this 11 day of July, 2022 by Chris Grant and Aislee Grant, husband and wife.

  
\_\_\_\_\_  
Notary Public

ORDINANCE NO. 2331

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF LAND AND TO PROVIDE AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

**Section 1.** Annexation Ordinance.

Pursuant to Neb. Rev. Stat. §16-117 (Reissue 2012), a Petition has been filed by the owners of property contiguous or adjacent to the City to request that said property be included within the corporate limits of the City of York. The Petition recites that Chris Grant and Aislee Grant are the owners of real estate described below which is urban or suburban in character:

Lots 7, 8, 9, 10, 11, 12, 13 in Countryside View Second Subdivision, a part of the Southeast Quarter of the Southeast Quarter of Section 24, Township 10 North, Range 3 West of the 6<sup>th</sup> P.M., in York County, Nebraska.

**Section 2.** After notice pursuant to law the City Council adopts this Ordinance to approve the Petition and the annexation of the real estate described above, and the Council hereby authorizes the annexation of such real estate to the corporate limits of the City of York, Nebraska, which property is contiguous or adjacent to the corporate limits of the City and which is urban or suburban in character.

**Section 3.** This Ordinance shall be in full force and effect from its passage, approval and publication as required by law.

PASSED AND APPROVED by the York City Council this \_\_\_\_\_ day of August, 2022.

\_\_\_\_\_  
Barry Redfern, Mayor

ATTEST:

\_\_\_\_\_  
Amanda Ring, York City Clerk

ORDINANCE NO. 2332

AN ORDINANCE TO AMEND CHAPTER 9 BUILDING SECTION 9-101, TO AMEND THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2018 EDITION, TO EXEMPT SWIMMING POOLS FROM SECTION 303.2 ENCLOSURES; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Chapter 9 Building is amended as follows:

1. Sec. 9-101. Adopted; amendments.

The International Property Maintenance Code, 2018 Edition, adopted by the provisions of this article, is hereby amended, altered and changed in the following respect:

Spas, hot tubs and swimming pools with a safety cover that complies with ASTM F1346 shall be exempt from the provisions of section 303.2 Enclosures.

Section 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED AND APPROVED by the York City Council this \_\_\_\_\_ day of July, 2022.

\_\_\_\_\_  
Barry Redfern, Mayor

ATTEST:

\_\_\_\_\_  
Amanda Ring, York City Clerk

ORDINANCE NO. 2333

AN ORDINANCE TO AMEND CHAPTER 26 PEDDLERS; TO REPEAL SECTIONS THAT ARE OBSOLETE OR UNNECESSARY; TO AMEND SECTION 26-1 DEFINITION TO CLARIFY SAID DEFINITION, AND TO AMEND SECTIONS 26-20 AND 26-21 TO CLARIFY SUCH SECTIONS; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Chapter 26 Peddlers is amended as follows:

1. The following sections are deleted:
  - 26-7. Use of telephone.
  - 26-23. Fingerprints, photographs.
  - 26-25. Bond required.

Section 2. The following sections are amended as follows:

1. Section 26-1. Definition.

The word "peddler" as used in this chapter shall mean any person, whether a resident of this city or not, who travels by foot, motor vehicle or other type of conveyance to any house or dwelling, for the purpose of selling or soliciting for sale, goods, wares, merchandise or services, other than agricultural products produced or processed in this state; and shall also mean and include any person transacting a temporary business within the city at an established place of business. The word "peddler" shall include the terms "solicitor" and "transient or itinerant merchant or vendor".

2. Section 26-20. Application shall be amended as follows:

The application for a permit required by the provisions of this article shall state:

- (a) The period of time the applicant wishes to engage in business within this city.
- (b) The local, and permanent, address of the applicant.
- (c) The local, and permanent, address and the name of the person or company, if any, that the applicant represents.

- (d) The kind of goods, wares, merchandise or services the applicant wishes to engage in such business within the city.
- (e) Such other relevant information as may be required for the investigation of the applicant.
- (f) The license plate for the motor vehicle used by the applicant.

3. Section 26-21. Driver's license shall be amended as follows:

At the time of filing his application for a permit required by this article, the applicant shall present his driver's license or other state-issued identification.

4. Section 26-24. Fee shall be amended as follows:

Before any permit shall be issued under the provisions of this article, the applicant therefor shall pay a fee, based upon the duration he desires to engage in business in the city, as follows:

Per day.....	\$5.00
Per week.....	\$10.00
Per month.....	\$25.00

Section 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval, and publication.

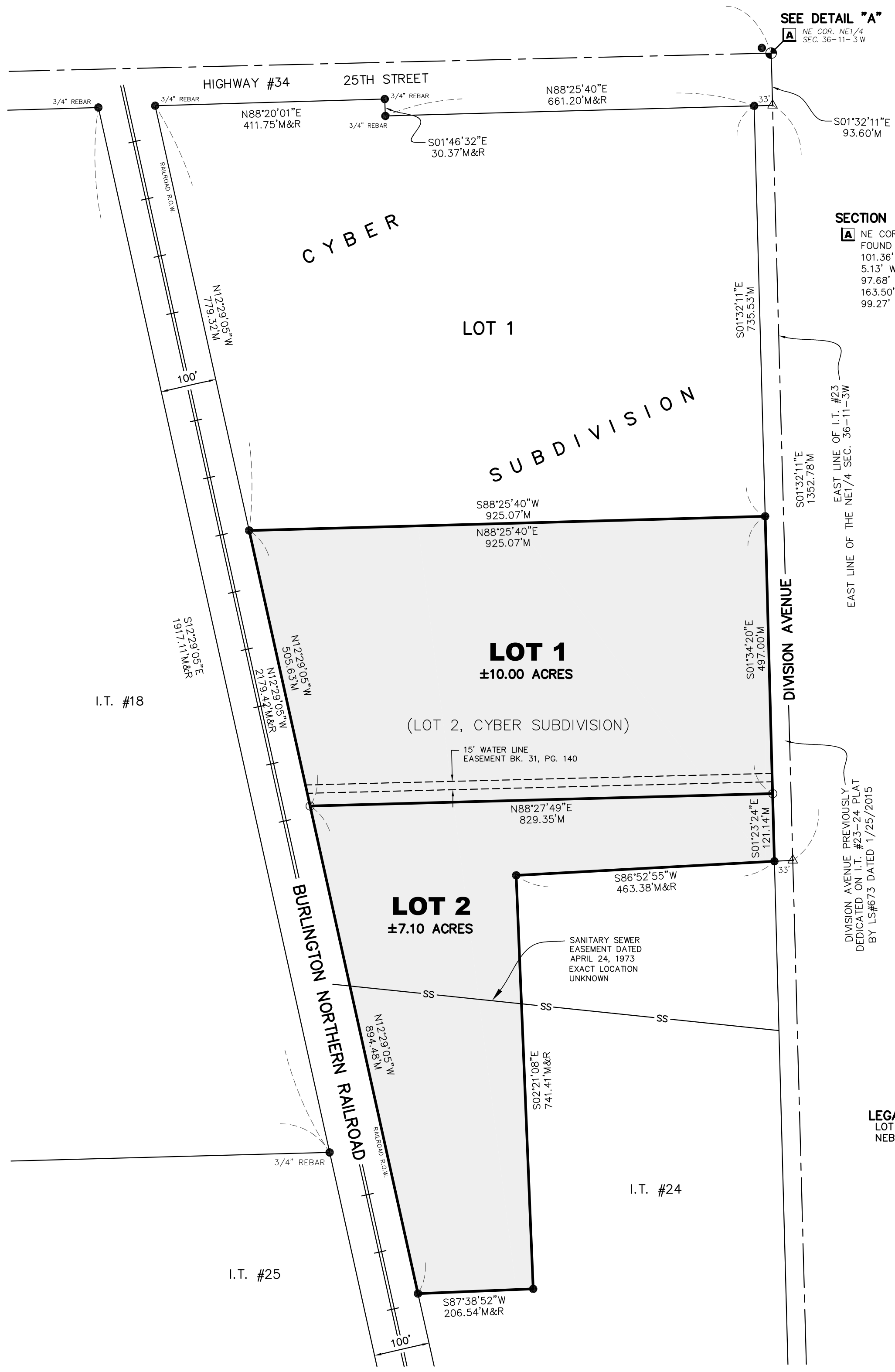
PASSED AND APPROVED by the York City Council this \_\_\_\_ day of July, 2022.

\_\_\_\_\_  
Barry Redfern, Mayor

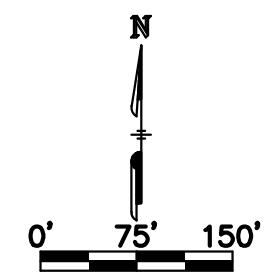
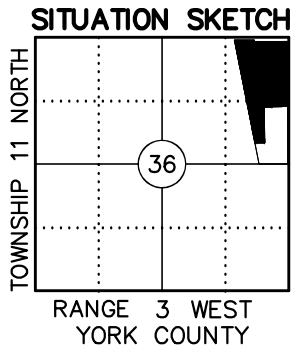
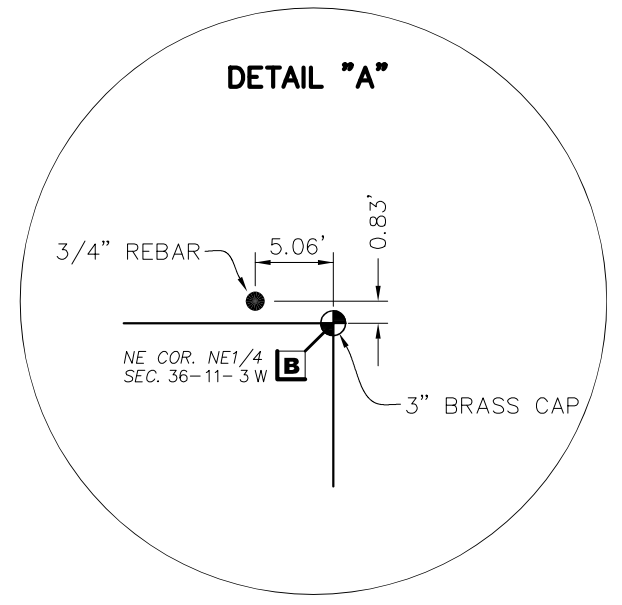
ATTEST:

\_\_\_\_\_  
Amanda Ring, York City Clerk

# CYBER 2ND SUBDIVISION CITY OF YORK, YORK COUNTY, NE



**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:**  
 LOT 2, CYBER SUBDIVISION, CITY OF YORK, YORK COUNTY, NEBRASKA.

**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 2ND 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 2ND SUBDIVISION, COMPRISING OF LOT 2, CYBER SUBDIVISION, CITY OF YORK, 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 2ND SUBDIVISION COMPRISING OF LOT 2, CYBER SUBDIVISION, CITY OF YORK, 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.

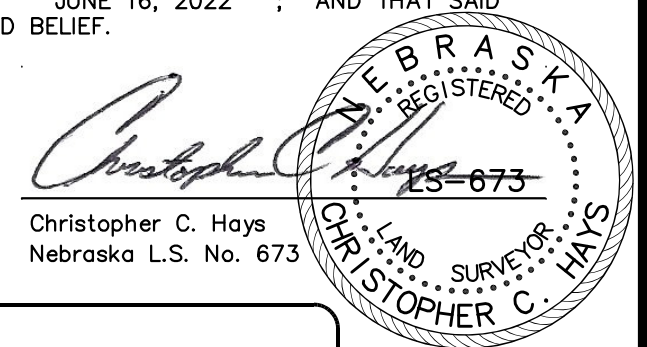
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 A.D.

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 JUNE 16, 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: \_\_\_\_\_



NEBRASKA STATE SURVEYOR



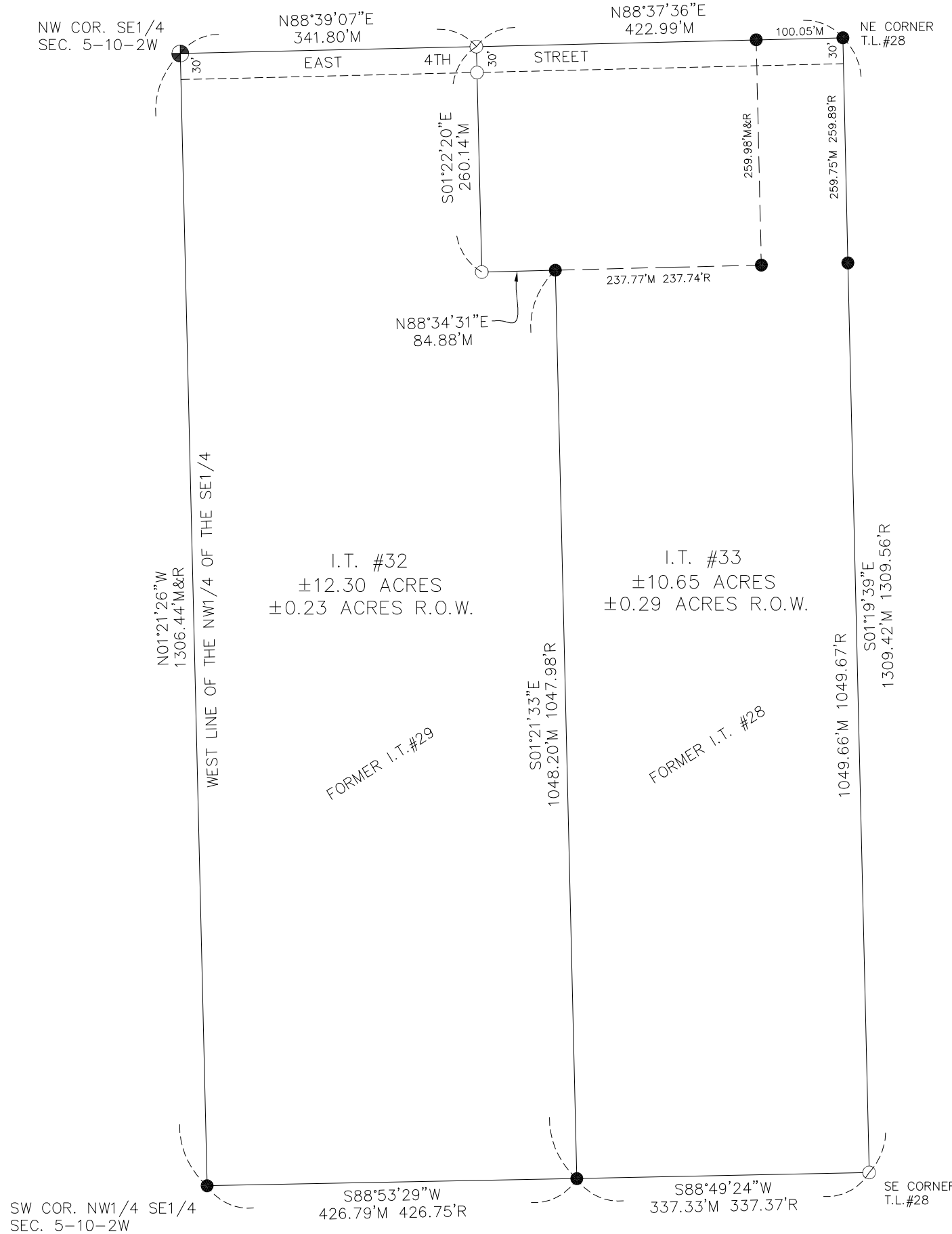
<b>TITLE</b>	CYBER 2ND SUBDIVISION FINAL PLAT
<b>PROJECT</b>	CYBER 2ND SUBDIVISION CITY OF YORK, YORK COUNTY, NE

<b>DATE</b>	6/16/22
<b>SHEET</b>	1 Of 1

www.HaysSurveying.com

# IRREGULAR TRACT NO. 32 & 33

## PART OF THE NW1/4 OF THE SE1/4 OF SECTION 5, TOWNSHIP 10 NORTH, RANGE 2 WEST OF THE 6TH P.M., YORK COUNTY, NE



**DEED OF DEDICATION:**  
 KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE BENJAMIN C. BABCOCK AND TRACY L. BABCOCK (HUSBAND AND WIFE) AND YORK STATE BANK \_\_\_\_\_ (PRINT NAME) \_\_\_\_\_ (TITLE) \_\_\_\_\_, BEING THE OWNERS OF THE LAND DESCRIBED HEREON HAVE CAUSED THE SAME TO BE SURVEYED, PLATTED AND DESIGNATED AS IRREGULAR TRACT NO. 32 AND 33 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: \_\_\_\_\_  
 BENJAMIN C. BABCOCK, HUSBAND

BY: \_\_\_\_\_  
 TRACY L. BABCOCK, WIFE

BY: \_\_\_\_\_  
 YORK STATE BANK \_\_\_\_\_ (PRINT NAME) \_\_\_\_\_ (TITLE)

**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 BENJAMIN C. BABCOCK AND TRACY L. BABCOCK, HUSBAND AND WIFE, 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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC

**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 YORK STATE BANK, \_\_\_\_\_ (PRINT NAME) \_\_\_\_\_ (TITLE) \_\_\_\_\_, 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 IRREGULAR TRACTS 32 AND 33 IN THE NW1/4 OF THE SE1/4 OF SECTION 5, TOWNSHIP 10 NORTH, RANGE 2 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 IRREGULAR TRACTS 32 AND 33 IN THE NW1/4 OF THE SE1/4 OF SECTION 5, TOWNSHIP 10 NORTH, RANGE 2 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

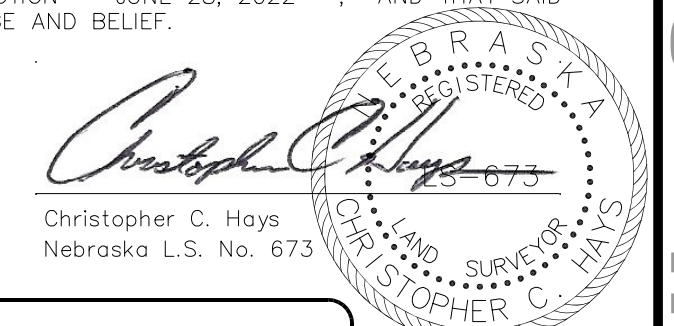
**COUNTY TREASURER CERTIFICATE:**  
 THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THE PLAT AS SHOWN BY RECORDS OF THIS OFFICE.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 A.D.  
 BY: \_\_\_\_\_  
 COUNTY TREASURER

**LEGAL DESCRIPTION:**  
 IRREGULAR TRACTS NO. 28 AND 29 IN THE NW1/4 OF THE SE1/4 OF SECTION 5, TOWNSHIP 10 NORTH, RANGE 2 WEST OF THE 6TH P.M., 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 JUNE 28, 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: \_\_\_\_\_

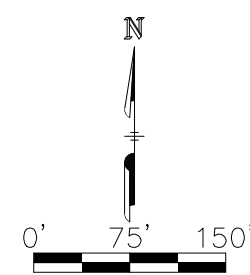


Christopher C. Hays  
 Nebraska L.S. No. 673

**SECTION CORNER TIES:**

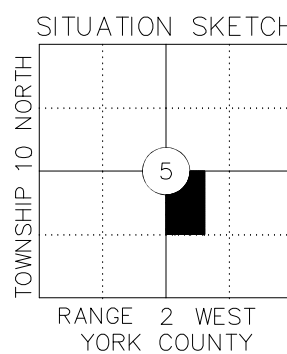
NW COR. SE1/4  
 FOUND 3/4" IRON PIPE AS RECORDED IN YORK COUNTY SURVEY RECORDS, 0.4' BELOW GRADE 6" E TO RANGE FENCE SOUTH  
 10' S TO CENTERLINE CO. RD. E-W  
 102.6' WNW TO SE COR. N. HEADWALL OF BOX CULVERT  
 93.50' WSW TO NE COR. S. HEADWALL OF BOX CULVERT  
 30.75' NW TO PK NAIL & PLAST. WASHER IN FP

SW COR. NW1/4 SE1/4  
 FOUND 3/4" IRON PIPE AS RECORDED IN YORK COUNTY SURVEY RECORDS, 0.4' BELOW GRADE ON RANGE FENCE EAST  
 0.5' ENE TO CORNER FENCE POST



**LEGEND**

- M MEASURED DISTANCE
- R RECORDED DISTANCE
- G GOVERNMENT DISTANCE
- FOUND 3/4" IRON PIPE
- SET 5/8"x24" REBAR W/YELLOW PLASTIC CAP STAMPED "HAYS L.S.#673"
- ⊕ SECTION CORNER



NEBRASKA STATE SURVEYOR



160 North Polk Street, P.O. Box 432, Osceola, NE 68651 (402) 747-2126 www.HaysSurveying.com

**TITLE**  
 BOUNDARY SURVEY REQUESTED BY BENJAMIN & TRACY BABCOCK

**PROJECT**  
 IRREGULAR TRACTS 32 AND 33 SECTION 5, T10N, R2W, YORK CO., NE

**DATE**  
 6/28/22

**SHEET**  
 1 Of 1