

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, October 6, 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 September 29, 2022
3. Pledge of Allegiance
4. Roll Call
5. Minutes of September 15, 2022 meeting
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$3,445.71
 - 6.2. Claim for Jeff Pieper of Pieper's Inc. in the amount of \$401.03
7. Claims for the period of September 16, 2022 through October 6, 2022
8. City Administrator Report
9. Consider approval of Motorola 6000 portable fire service radios, radio straps and multi-radio chargers in the amount of \$89,799.64 for the Fire Department
10. Ordinance No. 2341 -
Consider a request to vacate a portion of a street in the City of York; all of that portion of the platted West 9th Street lying between Lot Six (6), Block Two (2), and Lot One (1), Block Three (3), all in Brewer's Addition to the City of York, York County, Nebraska
 - 10.1. Consider suspending the rules for Ordinance No. 2341
 - 10.2. Passage of Ordinance No. 2341

11. Ordinance No. 2344 - Prescribing Sewer Rates; to correct amounts listed in Section 1, subsection (a), Ordinance No. 2334
 - 11.1. Consider suspending the rules for Ordinance No. 2344
 - 11.2. Passage of Ordinance No. 2344
12. Approval of a contract with AMGL to perform the City's annual audit for the 2021-2022 fiscal year for an amount not to exceed \$33,000 - the fee for the Single Audit (if required) will not exceed \$3,500 and the fee for the audit of the Kilgore Library Foundation will not exceed \$1,100
13. Consider approval of an agreement between the City of York and York Adopt-a-Pet in the amount of \$40,000, to be increased by \$1,000 per year up to \$45,000.
14. Consider approval of an agreement with JEO Consulting Group, Inc. for professional engineering services for the project 'Tributary A Letter of Map Revision (LOMR) Submittal', not to exceed \$41,690.00; with Upper Big Blue NRD committed to paying half the project costs
15. Consider approval of the bid by Bauer Infrastructure LLC with recommendation by the engineer for the 2022/2023 Concrete Reconstruction Project in the amount of \$3,587,461.41 for the Base Bid minus Bid Section F & H plus Add Alternative 3
16. Mayor Appointments:
 - 16.1. Appointment of Dan Aude as the electrical inspector for the City
 - 16.2. Appointment of Jerry Clinch to the Kilgore Memorial Library Citizen Advisory Board for a term ending July 2023
17. Adjournment



Classifieds

York, Nebraska

www.yorknewstimes.com

Place an Ad
To place an ad call 402.204.7009 or Mon thru Fri 8-5pm or go online at yorknewstimes.com and check out our classified link. You may also fax us at 402.362.6748

Publishing Deadlines
For Ads Appearing Call Before
Tuesday.....Monday at 3pm
Wednesday.....Tuesday at 3pm
Thursday.....Wednesday at 3pm
Friday.....Thursday at 3pm
Saturday.....Friday at 12pm
ADvantage.....Friday at 12pm

What does it cost?
There are different rates for different categories:
- Real Estate for Sale
- Employment/Work Wanted
- Miscellaneous
- Garage Sales
- Rentals
Call for Specials!

Selling a Vehicle?
- Five weeks in YNT
- 1 week in Trade West
- 3 days in GI Independent
- 5 weeks ADvantage includes picture & 20 words for less than \$63
Call for other packages

Get Online
To read ads, place ads and contact the classifieds department go to yorknewstimes.com/classifieds
Employment
yntjobseekers.com

0190 Personals

DO YOU HAVE A QUESTION
WHY? WHO? HOW? WHEN?
We Will Find The Answer
Call THE WONDERLINE
402-362-4478

0242 Painting

RADCLIFF PAINTING & DECORATING
Interior/Exterior, Residential/Commercial.
Call 402-363-1952.

0300 MERCHANDISE

PLEASE CHECK your classified ads for spelling or other errors (category, etc.) The York News-Times will only be responsible for a one day error.

0378 Home Furnishings

5 Piece Oak Finished King Size Bedroom Set \$200.00, TV Stand w/Glass Front Door on Side \$40.00
Contact 402-366-9794

0344 Garage Sale

2035 Nebraska Ave
Friday Sept 30 2:00pm-6:00pm
Saturday Oct 1st 8:00am-1:00pm
Exercise Equipment, Tools, Puzzles, Games, Books, Antiques, Furniture, Household Items, Misc.

916 West Nobes Road
MOVING SALE
Saturday Oct 1st - 10:00am-4:00pm
Sunday Oct 2nd 11:00am-4:00pm
Furniture, TV, Household Goods, Clothes CASH ONLY!!

0970 Pickups, 4x2 or 4x4



'10 Ford Focus SE 4dr Sedan, FWD, 70K, cloth interior with power windows and locks

\$8,995
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



0970 Pickups, 4x2 or 4x4



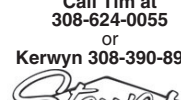
'13 Ford F-150 XLT 4dr SuperCrew Styleside 6.5 ft. SB, 4X4 XLT, 130K, new tires, power windows and locks.

\$17,995
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



'14 Dodge Grand Caravan SE 30th Anniversary 4dr Mini-Van, Sto-N-Go seats, power windows and locks, rear climate control, 97k

\$14,995
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



'04 Chevrolet Silverado 1500 Work Truck 2dr Standard Cab long box, Rwd LB, Power windows and locks.

\$8,995
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



0991 Minivans, Buses, Vans



Ford Transit Connect Cargo XLT 2011, price reduced Runs great, no problems, 194k, however, the motor was replaced in 2019. Air, power windows, am/fm/cd No trades, \$7,200 cash. Call 308-833-0124 Vehicle is located in Grand Island, NE.

0995 Autos for Sale or Lease



2001 Mustang For Sale, Yellow, V6, PLW, Cruise Control, 37K, \$6000. Interested Inquiries Call 303-598-0691

0099 LEGALS

SVEHLA LAW OFFICE, P.C.
A Limited Liability Organization
Attorneys
NOTICE
In the County Court of York County, Nebraska. Estate of Eric A. Kreifels, Deceased Case No. PR22-78. Notice is hereby given that a September 16, 2022, in the County Court of York County,

0099 LEGALS

Nebraska, the Registrar issued a written statement of informal appointment of co-personal representatives in intestacy and that Tea N. Kreifels and Elle D. Kreifels, whose address is 306 Belle Aire Dr., Champlin, MN 55316, were informally appointed by the Registrar as Co-Personal Representatives of the estate.
Creditors of this Estate must file their claims with the York County Court, 510 N. Lincoln Avenue, Room 211, York, Nebraska 68467, on or before November 16, 2022, or be forever barred.
Allison O'Neill Clerk of the County Court (seal)
Kelly M. Thomas,

0099 LEGALS

#18233
408 N. Platte Ave., Suite A
York, NE 68467
(402)362-5506
Attorney for Applicant
September 22, 29, October 6
ZNEZ
FILLMAN LAW OFFICES, LLC
NOTICE OF INFORMAL APPOINTMENT OF PERSONAL REPRESENTATIVE AND NOTICE TO CREDITORS
County Court of York County, Nebraska
Estate of Chad M. Rutten, Deceased
Estate No. PR 22-80
Notice is hereby given that on September 19th, 2022, in the County Court of York County, Nebraska,

0099 LEGALS

ka, Carman Rutten whose address is 205 E. K Street, P.O. Box 32, McCool Junction, Nebraska 68401 was informally appointed by the Registrar as Personal representative of the estate.
Creditors of this estate must file their claims with this Court on or before November 22, 2022 or be forever barred.
Allison O'Neill Clerk of County Court 510 Lincoln Avenue York, NE 68467 (seal)
Steven B. Fillman, #20066
Attorney for Applicant
507 N. Lincoln Avenue York, NE 68467
(402)362-3618
September 22, 29, October 6
ZNEZ

0099 LEGALS

a.m.
All meetings are held on the main floor of the Courthouse, in the County Commissioners Room, and are open to the public. Agendas for such meetings, kept continuously current, are available for public inspection at the office of the County Clerk; however, the Board may modify the agendas at such meetings. (View agenda on York County web site www.yorkcounty.ne.gov)
Kelly Turner County Clerk
York County, Nebraska
September 29
ZNEZ

NOTICE OF MEETING
Notice is hereby given that a meeting of the City Council of the City of York, Nebraska, will be held at 7:00 o'clock p.m. on Thursday, October 6, 2022 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public. An agenda of such meeting, kept continuously current, is available for public inspection at the office of the City Clerk.
Amanda Ring, City Clerk
September 29
ZNEZ

NOTICE OF BOARD OF COMMISSIONERS and BOARD OF EQUALIZATION MEETINGS

NOTICE IS HEREBY GIVEN that a meeting of the Board of Commissioners of York County, Nebraska, will be held beginning at 8:30 a.m. in the Commissioners Room, main floor of the Courthouse (510 Lincoln Ave., York, Nebraska) on Tuesday, October 4, 2022.
The York County Board of Commissioners will meet on Tuesday, October 4, 2022 as the Board of Equalization at 9:30



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out with the old. in with the new.
York News-Times Classifieds
www.yorknewstimes.com
To place your ad call 402-362-4478

GRAIN BINS FOR RENT
30,000 BU w/Concrete Floor.
13,000, 11,000 (2)
6500 BU W/Complete Floor Aeration For 2022 Harvest
Contact Raymond Luebbe



SOYBEAN MULCH FOR SALE
BAGS or BULK
Works in all your landscaping or garden needs.
RATZLAFF SOYBEAN MULCH HENDERSON, NE
402-723-4255 or 402-366-3570

Equal Housing Opportunity
All real estate advertising in this newspaper is subject to the Fair Housing Act which makes it illegal to advertise "any preference limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or an intention, to make any such preference, limitation or discrimination." Familial status includes children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. To complain of discrimination call HUD toll-free at 1-800-669-9777. The toll-free number for the hearing impaired is 1-800-927-9275. Any reader who suspects an advertiser has discriminated against them should contact the Nebraska Equal Opportunity Commission at (800) 642-6112 or the U.S. Department of Housing and Urban Development, Fair Housing Assistance Division at 800-669-9777.

LAND INVESTMENT OPPORTUNITY!
Looking to sell irrigated pivot farm with excellent water in Fillmore County and rent back to current tenants to farm. Would receive tax credit for renting to first time farmers. Call 402-947-1195 for additional details.

Immediate Availability for 2 and 3 Bedroom Units Rental Assistance Available to Qualified Applicants
York Del Ray Plaza Townhomes
2220 N. Nebraska Ave. York, NE
Call Park Avenue Management at 712-274-7740 for an application
TTY: 1-800-833-7352
Equal Housing Opportunity - Handicapped Accessible

JNJ Tree Service LLC
is ready to work for you. We are fully insured and family owned. Call us for a free quote for your tree removal, tree trimming, and shelter belt cleanup needs.
Call 402-604-8046

Larry W. Stolzer ESTATE ONLINE ONLY AUCTION
350+ LOTS OF VEHICLES, SHOP ITEMS, HOUSEHOLD ITEMS
BIDDING BEGINS TO END ON OCTOBER 3, 2022 AT 6:30PM
PICK UP FOR ITEMS WILL BE ON October 4, 2022 • 1:00pm-7:00pm
824 West Maple Road • Beatrice, NE 68310
PLEASE VISIT CORNWELLAUCTION.COM TO VIEW OR BID ON ITEMS.
Call/Text Clint Mickey 402-694-8470; Haley Bamesberger 402-631-3147 for additional information or questions.

Cornwell Inc.
Land & Home Brokers-Auctioneers
P.O. Box 43 Aurora, Nebraska 68818-0043
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Tom Cornwell • Dan Muirhead, Auctioneers
www.cornwellauction.com

0355 Pets & Supplies
BE RESPONSIBLE!! SPAY OR NEUTER YOUR PETS!!

HENDERSON FUEL STOP IS NOW HIRING CASHIERS AND GENERAL HELP!!
Full-Time/Part-Time Flexible Hours Available!
7:00am-3:00pm / 3:00pm-11:00pm
Apply Today!! Call or Stop In
908 Road B Henderson, NE
402-723-4821

HARVEST GRAIN CART OPERATOR/TRUCK DRIVER
York area farm looking to hire (2) people for harvest. Duties would include: Tractor operator with grain cart and driving semi. Past experience with modern 8R John Deere tractors and must possess a current CDL with clean driving record. Starting date would be the end of September. If interested please contact: Brent @ 402-261-5384 or Email: bscamehorn@gmail.com



CVA Central Valley Ag
GROWING AGRICULTURE TOGETHER

SEALED BID AUCTION
Central Valley Ag (CVA) is accepting sealed bids to purchase CVA lots in JENSEN, KNOX AND IN-TOWN YORK, NE. Sealed bids may be mailed or hand delivered and received no later than 5:00 p.m. on October 6, 2022, at the CVA York East Office located at 1403 Road 14, York NE 68467.
Questions? Contact Nic Kobza at (402) 910-8729.
cvacoop.com



**REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
September 15, 2022
7:00 PM o'clock P.M.**

A meeting of the 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 President of the Council announced that the Open Meetings Act was posted on the East Wall of the Council Chambers.

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

Notice of this meeting was given in advance thereof by publication in the York News Times on September 8, 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 advance notice to the Mayor and City Council for 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 September 1, 2022 meeting. Ayes with a motion by Jerry Wilkinson and a second by Sheila Hubbard. Scott Van Esch: Absent, Jerry Wilkinson: Yea, Sheila Hubbard: Yea, Jeff Pieper: Yea, Christi Lones: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea.

Claims of Elected Officials

Motion to approve the claim of Tony North of North Printing and Office Supply in the amount of \$1,504.66. Ayes with a motion by Christi Lones and a second by Jerry Wilkinson. Scott Van Esch: Absent, Jerry Wilkinson: Yea, Sheila Hubbard: Yea, Jeff Pieper: Yea, Christi Lones: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Abstain (With Conflict).

Motion to approve the claim of Jeff Pieper of Pieper's Inc. in the amount of \$78,212.66. Ayes with a motion by Christi Lones and a second by Tony North. Scott Van Esch: Absent, Jerry Wilkinson: Yea, Sheila Hubbard: Yea, Jeff Pieper: Abstain (With Conflict), Christi Lones: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea

Claims

Motion to approve the claims for September 2, 2022 through September 15, 2022. Ayes with a motion by Christi Lones and a second by Jerry Wilkinson. Scott Van Esch: Absent, Jerry Wilkinson: Yea, Sheila Hubbard: Yea, Jeff Pieper: Yea, Christi Lones: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea.

Cash Balances for the month of August 2022

Motion to approve the cash balances for the month of August 2022. Ayes with a motion by Sheila Hubbard and a second by Jennifer Sheppard. Scott Van Esch: Absent, Jerry Wilkinson: Yea, Sheila Hubbard: Yea, Jeff Pieper: Yea, Christi Lones: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea.

Department Activities Reports

Motion to approve the departmental activities reports for the month of August 2022. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Scott Van Esch: Absent, Jerry

Wilkinson: Yea, Sheila Hubbard: Yea, Jeff Pieper: Yea, Christi Lones: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea.

City Administrator Report

Dr. Sue Crawford thanked all of the City employees and all other organizations involved for making Yorkfest possible and successful. After the approval of the budget at the last meeting, the jobs created in the budget were posted. There have been several applications that have been received for many different positions.

Siding Bid with Strong 1 LLC

Motion to approve the bid with Strong 1, LLC in the amount of \$170,800.00 for replacement of siding on City buildings. Ayes with a motion by Christi Lones and a second by Sheila Hubbard. Scott Van Esch: Absent, Jerry Wilkinson: Yea, Sheila Hubbard: Yea, Jeff Pieper: Yea, Christi Lones: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea.

Agreement of City and York Professional Firefighters Local 1648

Motion to approve the agreement between the City of York and the York Professional Firefighters Local 1648 for the period of September 26, 2022 through September 30, 2023. Ayes with a motion by Jennifer Sheppard and a second by Tony North. Scott Van Esch: Absent, Jerry Wilkinson: Yea, Sheila Hubbard: Yea, Jeff Pieper: Yea, Christi Lones: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea.

WyAd Crushed Concrete Proposal

Discussion was had regarding WyAd keeping the concrete that was removed from this project. Brandon Osentowski, Water Superintendent, gave an explanation to the Council.

Motion to approve the proposal for crushed concrete with WyAd Enterprises in the amount of \$136,000.00. Ayes with a motion by Jerry Wilkinson and a second by Jennifer Sheppard. Scott Van Esch: Absent, Jerry Wilkinson: Yea, Sheila Hubbard: Yea, Jeff Pieper: Yea, Christi Lones: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea

Approve Kimberly A. Gleason to the Nebraska Liquor Control Commission

Motion to approve Kimberly A. Gleason as the manager of Wal-Mart Inc., Class D Liquor License and make same recommendation to the Nebraska Liquor Control Commission. Ayes with a motion by Jennifer Sheppard and a second by Jerry Wilkinson. Scott Van Esch: Absent, Jerry Wilkinson: Yea, Sheila Hubbard: Yea, Jeff Pieper: Yea, Christi Lones: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea

Adjournment

There being no further business to come before the Council, the President of the Council adjourned the meeting, the time being 7:10 o'clock p.m.

Amanda Ring, City Clerk

Jeff Pieper, President of Council

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00001	CITY OF YORK - WATER DEPT	2	9,243.48	N		
01-00010	GALE	5	599.79	N		
01-00090	THE HOME DEPOT PRO	5	2,560.87	N		
01-00110	MATHESON TRI-GAS	4	503.08	N		
01-00120	JACKSON SERVICES INC	17	974.86	N		
01-00150	MISSIONSQUARE RETIREMENT	2	555.39	N		
01-00200	NEBRASKA MACHINERY CO	2	34,784.49	N		
01-00210	EAKES OFFICE PLUS	3	4,130.99	N		
01-00290	NORTH PRINTING & OFFICE S	20	3,445.71	N		
01-00300	BLACK HILLS ENERGY	13	1,968.27	N		
01-00340	BOUND TREE MEDICAL LLC	1	514.12	N		
01-00360	CITY OF YORK	4	31,152.16	N		
01-00400	BEAVER BEARINGCOMPANY	1	27.72	N		
01-00410	CAROLINA SOFTWARE	1	500.00	N		
01-00540	GLOBAL TECH, INC.	6	2,436.46	N		
01-00640	NEBRASKA PUBLIC POWER DIS	2	10,927.13	N		
01-00680	NE DEPT. OF AERONAUTICS	1	543.33	N		
01-00710	OVERLAND SAND & GRAVEL	5	15,996.18	N		
01-00740	TK ELEVATOR CORP	1	224.52	N		
01-00750	PIEPERS INC	2	401.03	N		
01-00780	PRESTO X COMPANY	3	171.37	N		
01-00800	BURST, LLC	34	1,991.17	N		
01-00871	WALLINGFORD SIGN CO, INC.	1	9,375.00	N		
01-00960	GRAINGER	3	7.13	N		
01-00970	JOHN KOHL AUTO CENTER	1	1,005.88	N		
01-01050	MICROFILM IMAGINGSYSTEMS	1	120.00	N		
01-01090	BAKER & TAYLOR, INC	6	3,469.49	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01290	GRAND CENTRAL FOODS, INC.	5	211.47	N		
01-01330	JLC, INCORPORATED	10	60,007.76	N		
01-01390	AFLAC	4	658.26	N		
01-01420	NE CHILD SUPPORT PAYMENT	1	218.78	N		
01-0145	ANTHONY BESTWICK	1	96.47	N		
01-01460	PERENNIAL POWER	1	14,003.80	N		
01-01470	SERVI-TECH LABORATORIES	3	210.45	N		
01-01490	NE DEPT OF REVENUE	3	7,124.02	N		
01-01510	HACH CO.	4	1,046.90	N		
01-01640	INTERNAL REVENUE SERVICE	6	39,342.89	N		
01-01650	UNION BANK	5	25,159.05	N		
01-01670	FRATERNAL ORDER OF POLICE	2	720.00	N		
01-01750	NEBRASKA PUBLIC HEALTH EN	1	1,497.00	N		
01-01840	CORNERSTONE BANK	1	6,105.00	N		
01-01841	CORNERSTONE BANKTRUST	2	839,015.00	N		
01-01940	SARGENT DRILLING	4	132,338.28	N		
01-02010	YORK EQUIPMENT, INC.	2	181.42	N		
01-02030	MIDLAND SCIENTIFIC, INC.	1	60.91	N		
01-02080	TYLER TECHNOLOGIES - INCO	2	14,352.81	N		
01-02170	MIDWEST TURF & IRRIGATION	2	725.72	N		
01-02200	JACK'S UNIFORMS & EQUIP	3	1,086.07	N		
01-02210	KING'S GLASS	2	1,415.74	N		
01-02230	MCCORMICK HEATING & AC	3	963.25	N		
01-02250	MILLER SEED & SUPPLY CO	4	627.48	N		
01-02530	PEPSI COLA OF LINCOLN/ TO	2	1,435.60	N		
01-02590	ADOPT A PET	1	3,333.34	N		
01-02650	O'REILLY AUTO PARTS	3	30.84	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-02730	SCHOOL DISTRICT OF YORK	1	36.00	N			
01-02920	FALLER LANDSCAPE	1	7.99	N			
01-03240	YORK COUNTY DEVELOPMENT C	2	8,346.34	N			
01-03260	HOMETOWN LEASING	2	137.54	N			
01-0357	BRETT SORENSEN	1	38.68	N			
01-03930	YORK CHAMBER OF COMMERCE	1	2,500.00	N			
01-04050	GALLS INCORPORATED	2	1,742.37	N			
01-04120	YORK HEATING & A/C, INC	1	99.00	N			
01-04670	THE POLICE OFFICERS' ASSO	1	240.00	N			
01-04690	NWEA	1	115.00	N			
01-05150	LEE ENT SUBSCRIPTIONS	1	951.00	N			
01-05210	NEBRASKA LIBRARY ASSOCIAT	1	290.00	N			
01-05250	MURPHY TRACTOR	1	1,628.88	N			
01-05310	SAPP BROTHERS PETROLEUM,	6	14,691.04	N			
01-05380	NE STATE FIRE MARSHAL	1	122.00	N			
01-05690	GENERAL TRAFFIC CONTROLS,	1	15,155.00	N			
01-05870	WEX BANK	1	10,743.00	N			
01-06230	NEBRASKA FIRE SPRINKLER C	1	375.00	N			
01-06410	CASH-WA DISTRIBUTING	2	1,352.76	N			
01-06490	CROSSROADS AWARDS	1	24.00	Y			
01-06630	FASTENAL	1	5.65	N			
01-06970	NISSEN ELETRIC	1	617.25	Y			
01-07280	JTE ENTERPRISES, LLC	2	1,494.98	Y			
01-07500	ALLEN SNIDER	1	22.33	N			
01-08950	PIZZA HUT	1	109.52	N			
01-09090	WINDSTREAM	4	1,046.55	N			
01-09480	NRPA	1	110.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-1	MISCELLANEOUS VENDOR	4	175.36	N		
01-10090	MIDLAND TELECOM INC	2	26,913.24	N		
01-10110	BADGER METER INC	1	291.80	N		
01-10600	PARPART CORPORATION	1	6,460.00	N		
01-10710	YORK COUNTY SPORTS AUTHOR	1	1,000.00	N		
01-10840	TOTAL ADMINISTRATIVE SERV	2	2,986.52	N		
01-10880	RASMUSSEN MECHANICAL SERV	1	1,829.76	N		
01-11010	VERIZON	1	1,196.50	N		
01-11220	PAUL DAVIS RESTORATION &	1	50.00	N		
01-12480	WESTERN EDGE	1	60.00	N		
01-13960	DANKO EMERGENCY EQUIPMENT	3	2,286.25	N		
01-14410	LINCOLN WINWATERWORKS	1	254.67	N		
01-14460	HIEBNER BODY SHOP	1	42.51	N		
01-14470	FARMERS COOPERATIVE	4	897.38	N		
01-14740	BRIAN QUICK	1	53.61	N		
01-14850	CHEREE FOLTS	2	187.88	N		
01-14880	ALFRED BENESCH & CO	9	43,826.10	N		
01-15060	JONES AUTOMOTIVE INC	1	15,812.27	Y		
01-15280	ERICK BREKKE	1	147.99	N		
01-15710	CRITEL ENTERPRISES LLC	2	335.00	Y		
01-15900	ARAMARK UNIFORM SERVICE	2	172.00	N		
01-15930	STERICYCLE INC	1	417.80	N		
01-15980	HDR ENGINEERING INC	5	133,858.80	N		
01-16010	CHEMSEARCH	1	543.95	N		
01-16050	DAWSON ELECTRIC INC	1	22,869.08	N		
01-16290	MICHAELA STUHR	3	341.07	N		
01-16900	AQUA-CHEM INC	2	5,304.61	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-17810	DEBORA ROBERTSON	3	209.00	N			
01-18410	REGIONAL CARE INC	1	36,149.27	N			
01-18430	CREATIVE SITES LLC	1	36,944.00	N			
01-18740	OMAHA NEON SIGN CO	1	58,417.50	N			
01-19350	WERNER CONSTRUCTION INC	2	22,929.50	N			
01-19590	COLONIAL LIFE	4	766.76	N			
01-19600	AMERITAS	5	771.70	N			
01-19640	ELECTRONIC CONTRACTINGCO	1	87.00	N			
01-21050	MELTON CARPETCLEANING	1	902.35	Y			
01-21060	YORK ELEMENTARY SCHOOL	1	70.00	N			
01-21320	CULLIGAN	1	15.00	N			
01-22050	HEAVY METAL SUPPLY CO	2	123.91	N			
01-22100	SLACK AUTO SUPPLY LLC	11	1,070.19	N			
01-22200	KARESA NORQUEST	1	19.88	N			
01-22670	NATIONWIDE INS	1	198.00	N			
01-22700	SPECTRUM BUSINESS	1	1,059.09	N			
01-22790	SITE ONE LANDSCAPE SUPPLY	1	3,923.50	N			
01-23350	YORK PUBLIC SCHOOLS	2	28,199.47	N			
01-23820	MACQUEEN EMERGENCY GROUP	3	7,150.00	N			
01-24120	FIRESPRING	1	160.00	N			
01-24290	O'HARE PHOTOGRAPHY LLC	1	60.00	N			
01-25020	911 YORK COUNTY COMMUNICA	1	138,852.88	N			
01-25080	DEARBORN NATIONAL-VOLFIR	1	235.60	N			
01-25290	SCOTT GONNERMAN	1	4,284.00	N			
01-25370	BRANDON LAMBERT	1	41.55	N			
01-25530	SAM'S CLUB MC/SYNCB	1	2,708.07	N			
01-25650	CARDMEMBER SERVICE	1	5,111.94	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-25870	YORK SPRINKLER SYSTEMS	1	7,929.47	N		
01-26020	POMP'S TIRE SERVICE INC	1	1,252.92	N		
01-26080	AMGL	1	70.00	N		
01-26150	VVS INC - CANTEEN	2	626.62	N		
01-26330	QUICK MED CLAIMS	1	4,869.24	N		
01-26510	QUADIENT LEASING	1	686.46	N		
01-26770	MATT'S WELDING	1	80.00	Y		
01-27210	MIDWEST AUTO PARTS INC.	5	99.69	N		
01-27340	APEX ELECTRIC	1	4,721.29	N		
01-27400	WY-AD ENTERPRISES LLC	2	163,979.40	Y		
01-27420	DAN SLOCUM	1	218.35	N		
01-27480	BRIAN ROWE	1	1,050.00	Y		
01-27490	SUE CRAWFORD	2	161.25	N		
01-27730	BEN FRANCISCO	1	100.00	Y		
01-27740	DENISE PFEIFER	1	63.75	N		
01-27930	KLEIN'S BLUE RIVER POWER	1	28.50	N		
01-28020	NEC COMMUNICATIONS AMERIC	1	2,239.74	N		
01-28220	CENTRAL STATES TELECOM IN	1	590.00	N		
01-28360	DARRELL TRAUDT	1	83.13	Y		
01-28380	FREEDOM REPAIR & MOTOR SPO	4	4,743.06	N		
01-28510	LEE ENT ADVERTISING	4	3,288.62	N		
01-28540	AMAZON BUSINESS	11	2,779.57	N		
01-28760	DEE DEE NOVOTNY	1	40.00	N		
01-29140	CIVIC PLUS	1	2,805.00	N		
01-29180	INTOXIMETERS INC	1	203.00	N		
01-29270	ALLO	1	314.26	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L 1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-29370	BLUE VALLEY DOOR CO INC	1	64,797.00	N		
01-29390	SMALL DATA TECH	1	12,000.00	N		
01-29410	COX CAPITAL & CENTRAL NE	1	200.00	N		
01-29420	STRONG1 LLC	3	272,400.00	N		
01-29430	MAX-ABILITY	1	5,880.00	N		
01-29440	SAFE LIFE DEFENSE	1	1,577.44	N		
01-29450	PRECISION ROOFING	2	1,510,189.25	N		
01-29460	DOSTALS CONSTRUCTION	4	184,228.00	N		
01-29470	LINE-X OF GRAND ISLAND	1	3,546.18	N		
01-29480	DOUG ROOD PHOTOGRAPHY	1	100.00	N		
01-29490	TELECURVE, LLC	1	499.00	N		
01-29500	AT & T MOBILITY	1	354.44	N		
*** REPORT TOTALS ***		437	4,229,159.75			
		Payroll	140,631.02			
Totals			4,369,790.77			

SELECTION CRITERIA

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

TRANSACTION SELECTION

REPORTING: PAID ITEMS

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 9/16/2022 THRU 99/99/9999	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

PRINT OPTIONS

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

Billing Address:
 York Fire Department
 815 North Grant Avenue
 York, NE 68467
 US

Quote Date:10/03/2022
 Expiration Date:01/01/2023
 Quote Created By:
 Doug Ostergard
 dougo@firstwirelessinc.com

End Customer:
 York Fire Department

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE				
1	H98QDF9PW6BN	APX6000 UHF R1 MODEL 2.5 PORTABLE	20	\$3,595.00	\$2,516.50	\$50,330.00
1a	QA02006AA	ENH: APX6000XE RUGGED RADIO	20	\$880.00	\$616.00	\$12,320.00
1b	Q887AU	ADD: 5Y ESSENTIAL SERVICE	20	\$227.00	\$227.00	\$4,540.00
1c	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	20	\$165.00	\$115.50	\$2,310.00
1d	Q241BC	ADD: ANALOG OPERATION	20	\$0.00	\$0.00	\$0.00
1e	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	20	\$0.00	\$0.00	\$0.00
1f	H35BU	ADD: CONVENTIONAL OPERATION	20	\$550.00	\$385.00	\$7,700.00
1g	QA01427AB	ALT: IMPACT GREEN HOUSING	20	\$28.00	\$19.60	\$392.00
2	LSV00Q00202A	DEVICE PROGRAMMING	20	\$71.43	\$71.43	\$1,428.60
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	4	\$169.56	\$118.69	\$474.76



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
4	PMMN4107C	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN	20	\$594.00	\$415.80	\$8,316.00
5	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA- PLUG, ACC USB CHGR	2	\$1,420.20	\$994.14	\$1,988.28

Grand Total **\$89,799.64(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

ORDINANCE NO. 2341

AN ORDINANCE TO VACATE A STREET IN THE CITY OF YORK, NEBRASKA, AS PARTICULARLY DESCRIBED HEREIN; AND TO PROVIDE THE EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. The following ordinance is hereby enacted:

The following street is hereby vacated:

All of that portion of the platted West 9th Street lying between Lot Six (6), Block Two (2), and Lot One (1), Block three (3), all in Brewer's Addition to the City of York, in York County, Nebraska.

Section 2. Title to the real estate vacated as set forth above shall revert to the owner(s) of the abutting real estate, one-half (1/2) on each side thereof, and shall become a part of such property.

Section 3. This ordinance shall be in force and take effect from and after its passage, approval and publication as required by law.

PASSED AND APPROVED by the York City Council this _____ day of October, 2022.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2341

AN ORDINANCE TO VACATE A STREET IN THE CITY OF YORK, NEBRASKA, AS PARTICULARLY DESCRIBED HEREIN; AND TO PROVIDE THE EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. The following ordinance is hereby enacted:

The following street is hereby vacated:

All of that portion of the platted West 9th Street lying between Lot Six (6), Block Two (2), and Lot One (1), Block three (3), all in Brewer's Addition to the City of York, in York County, Nebraska.

Section 2. Title to the real estate vacated as set forth above shall revert to the owner(s) of the abutting real estate, one-half (1/2) on each side thereof, and shall become a part of such property.

Section 3. This ordinance shall be in force and take effect from and after its passage, approval and publication as required by law.

PASSED AND APPROVED by the York City Council this _____ day of October, 2022.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2344

AN ORDINANCE TO AMEND PORTIONS OF CHAPTER 37 OF THE MUNICIPAL CODE OF THE CITY OF YORK, NEBRASKA, PRESCRIBING SEWER RATES, REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDINANCE.

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

Section 1.

Sec. 37-91 Schedule of Rates (Commercial and Residential)

- (a) Usage Charge per 100 cubic feet \$2.23
- Usage Charge over 1,000,000 cubic feet \$2.70
- (b) The bi-monthly rates to be charged to users shall be determined by meter size, as follows:
- | | |
|-----------------------|------------|
| Minimum per household | \$55.50 |
| 5/8 and 3/4 inch | \$55.50 |
| 1 inch | \$89.14 |
| 1 ½ inch | \$232.62 |
| 2 inch | \$394.25 |
| 3 inch | \$805.08 |
| 4 inch | \$1,489.30 |
| 6 inch | \$2,904.59 |

The balance of said section to remain unchanged.

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

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

PASSED AND APPROVED by the York City Council this _____ day of October, 2022.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

September 9, 2022

Honorable Mayor and City Council
City of York
100 E. Fourth St.
York, NE 68467

We are pleased to confirm our understanding of the services we are to provide for the City of York for the year ended September 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities – modified accrual basis, the business-type activities – accrual basis, the aggregate discretely presented component unit – accrual basis, each major fund – modified accrual basis for the governmental funds and accrual basis for the proprietary funds, and the aggregate remaining fund information – modified accrual basis for the governmental funds, including the disclosures, which collectively comprise the financial statements, of the City of York as of and for the year ended September 30, 2022.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of York’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a in a report combined with our auditor’s report on the financial statements.

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining Statement of Revenues and Expenditures – General Fund Departments
- 3) Combining Financial Statements – Nonmajor Governmental Funds

In connection with our audit of the financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

SHAREHOLDERS:

Robert D. Almquist
Phillip D. Maltzahn
Marcy J. Luth
Heidi A. Ashby
Christine R. Shenk
Michael E. Hoback
Joseph P. Stump
Kyle R. Overturf
Tracy A. Cannon

1203 W 2nd Street
P.O. Box 1407
Grand Island, NE 68802
P 308-381-1810
F 308-381-4824
EMAIL cpa@gicpas.com

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the modified accrual and accrual basis of accounting, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting

on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- 1) Management override of controls
- 2) Improper revenue recognition
- 3) Accrued landfill closure/post-closure costs
- 4) Proper identification of expenditures of Federal awards

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to

secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of York's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for

the types of compliance requirements that could have a direct and material effect on each of the City of York's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of York's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes and maintaining the depreciation schedules of the City of York in conformity with the modified accrual basis of accounting and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, related notes, and depreciation schedule services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, related notes, depreciation schedules, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, related notes, and depreciation schedules and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all

accompanying information in conformity with the modified accrual and accrual basis of accounting and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on December 7, 2022.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the modified accrual basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified accrual basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the modified accrual basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of York; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of AMGL, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of AMGL, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Marcy J. Luth, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately December 7, 2022.

The fee for the audit engagement will not exceed \$33,000, the fee for the Single Audit (if required) will not exceed \$3,500, and the fee for the audit of the Kilgore Library Foundation will not exceed \$1,100.

Billings for our services will be rendered approximately every four weeks, and payment is due within 30 days of the invoice date. This engagement does not include any services not specifically included in this letter. Additional services that you may request will be subject to arrangements made at the time requested.

Should we become involved in a regulatory agency investigation or judicial proceeding as a result of this engagement, and are not determined to be liable, you agree to indemnify and hold us

harmless with respect to all expenses, costs, legal fees and charges for the time of our people incurred in connection therewith.

We look forward to providing the services described in this letter, as well as other accounting services agreeable to us both. In the unlikely event that any differences concerning our services or fees should arise that are not resolved by mutual agreement, we both recognize that the matter will probably involve complex business or accounting issues that would be decided equitably to both parties by a judge hearing the evidence without a jury. Accordingly, you and we agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or fees.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2020 peer review report is available on the AICPA website.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City of York. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of York and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Honorable Mayor and City Council
City of York
September 9, 2022
Page 10

Sincerely,

AMGL, P.C.



Marcy J. Luth, CPA

ml/dkk/24001

Enclosure

RESPONSE:

This letter correctly sets forth the understanding of the City of York.

Signature: _____

Title: _____

Date: _____

YORK ADOPT-A-PET / CITY OF YORK COOPERATION AGREEMENT

THIS Agreement is entered into between the City of York, Nebraska, a municipal corporation, hereinafter referred to as "City", and York Adopt-A-Pet, a nonprofit corporation, hereinafter referred to as "YAP". The purpose of the agreement is to set out duties and responsibilities between the parties, compensation for services, and such other terms as set forth below:

1. Scope of services, duties and responsibilities.

YAP agrees to accept dogs and cats delivered to YAP at its animal shelter from the City by the York Police Department and to place such animals in the shelter or at such other locations as deemed appropriate by YAP. YAP further agrees to provide proper care for such animals and to place and/or dispose of the animals as deemed appropriate by YAP. YAP shall not charge the City for the placement or care of animals placed with YAP by the City, other than the annual payment by the City to YAP as set out below.

2. Compensation.

The City agrees to pay YAP the sum of Forty Thousand Dollars (\$40,000.00). The amount of the compensation shall be increased by \$1,000 a year up to \$45,000.

3. Liability.

Neither YAP nor the City shall be liable to the other party for any personal injury, property damage or other loss that may occur as a result of the services provided pursuant to this agreement except for intentional harm or intentional wrongdoing.

4. Insurance.

Each party shall carry adequate liability insurance to insure against personal injury, property damage and other loss that may occur from the operations provided under this agreement.

5. Modification.

This agreement may be modified as agreed to in writing by the parties.

6. Term of agreement.

The term of this agreement shall be for a period of five (5) years that shall be automatically renewed at the end of the five year period unless the agreement is cancelled as provided herein.

7. Cancellation or termination.

This Agreement and the duties and responsibilities provided by the Agreement may be cancelled at anytime as agreed by the parties, or in the event that the purpose and services provided in the Agreement are no longer being fulfilled. Otherwise, the Agreement may be cancelled at the end of the 5 year period by giving written notice of termination to the other party at least 6 months in advance of the end of the 5 year period.

CITY OF YORK, NEBRASKA

Date: _____

BY _____
Barry Redfern, Mayor

YORK ADOPT-A-PET

Date: _____

BY _____



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of October 6, 2022 ("Effective Date") between City of York ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Tributary A Letter of Map Revision (LOMR) Submittal ("Project").

JEO Project Number: 172045.02

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for this phase of the Project is: \$41,690.00 (includes \$8,000.00 of reimbursable expenses for the potential LOMR review fee).
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

Engineer:



By: Hon. Barry Redfern

By: John P. Callen

City of York

JEO Consulting Group, Inc.

Title: Mayor

Title: Project Manager

Date Signed: _____

Date Signed: 10/3/22

Address for giving notices:

Address for giving notices:

City of York

JEO Consulting Group, Inc.

100 E. 4th Street

1937 Chestnut Street

York, NE 68467

Wahoo, NE 68066

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



Exhibit "A"
SCOPE OF SERVICES

Tributary A Letter of Map Revision (LOMR) Submittal
JEO Project 172045.02
City of York, Nebraska
October 3, 2022

PROJECT DESCRIPTION:

The City of York is subject to flood risks from various sources including Tributary A to Beaver Creek located in the northeast region of the City. Special Flood Hazard Areas from Tributary A are mapped within the City limits on the current FEMA Flood Insurance Rate Map (FIRM). The effective FIRM was updated with a community wide hydrology and hydraulics update with revised maps effective 8/1/2019. In association with this change, there were significant expansions of the floodplain on Tributary A, especially for the upstream reach impacting the neighborhoods near the high school and downstream.

As part of the York Flood Mitigation Evaluation, JEO completed a review of the effective hydrologic and hydraulic analyses. It was noted that the effective hydrology analysis assumed a single drainage basin for Tributary A, with the peak flow used for hydraulic analysis based on the peak outflow of the entire drainage basin. Due to the geographic layout of the drainage basin, there appears to be a potential opportunity to further subdivide the hydrologic analysis to represent more definitive hydrologic reaches of the Tributary A drainage. Based on this, JEO completed further basin subdivision and updated the hydrologic analysis as part of the previously completed Flood Mitigation Evaluation for the 100-year return period only. It was determined that potential reduction in peak flow values is significant for the upstream portions of the drainage basin; based on an initial hydraulic analysis this results in a significant reduction in the mapped floodplain for Tributary A.

Based on these findings, it appears through a Letter of Map Revision (LOMR) submittal York could submit revised flood risk data showing reductions in both peak flows and flood elevations for the 1% annual chance flood. This scope of services includes the tasks needed for final development of revised hydrology and hydraulics and submittal of the LOMR documentation required to update the Tributary A FIRM for York.

PROJECT TASKS:

The consultant shall perform the following tasks for this project:

Task 1: Updated Flood Risk Evaluation

Task 1.1 – Project Management and Meetings

Project management will be maintained to inform team members of budget, schedule, and milestones. Progress meetings will be conducted periodically to discuss results and deliverables, and obtain feedback from the City, NeDNR, and FEMA, as necessary. It is anticipated that up to three (3) meetings will be held. This includes one agency coordination meeting, as well as up to two progress meetings with the City of York aligned with key milestones or decision points. One meeting will be reserved specifically to review the draft LOMR application and associated floodplain re-mapping updates before submittal to FEMA.

Task 1.2 – Finalize updates to the effective hydrology model for the purposes of LOMR submittal. Additional return periods required to be updated for the LOMR will be included.

Task 1.3 – Finalize updates to the effective hydraulic model for the purposes of LOMR submittal. Additional return periods required to be updated for the LOMR will be included. The floodway analysis will also be updated to reflect revised peak flow values.

Task Deliverables:

- Updated Hydrologic and Hydraulic Models
- Summary Memo
- Monthly Progress Reports
- Meeting Minutes

Key Assumptions:

- The hydrology model changes will be focused on the basin subdivision and additional return period analyses only.
- The hydraulic model will not be updated except for the modifications required by the addition of the revised flow data.
- Results will be subject to change based on potential agency reviews as well as the FEMA LOMR review process.

Task 2: Letter of Map Revision (LOMR)

This task includes preparation and submittal of a LOMR. The LOMR will evaluate revised conditions since development of the current FIRM which include updates to the hydrologic and hydraulic analyses completed under Task 1. The LOMR process will involve submittal of documentation demonstrating current flood hazards.

Task 2.1 - Floodplain Mapping

Based upon the hydraulic analyses results, RAS Mapper will be utilized along with ArcGIS to delineate revised floodplain boundaries from LiDAR topography. Floodplain mapping updates will be completed for the relevant reach of the Tributary A. Based on FEMA LOMR guidelines, the revised mapping may only cover the key parts of Tributary A with significant changes. GIS data and metadata will be compiled in accordance with FEMA Standards. A certified topographic work map and annotated FIRM will be developed in accordance with LOMR submittal requirements.

Task 2.2 - Public Notification

Property owners impacted by increases in flood hazard area, floodway area, or flood elevations will be notified by letter of the changes. Documentation of notification will be compiled and provided, if necessary. Public notification will be provided by public notice or other means, to announce revisions to the regulatory floodway, as applicable. JEO will develop public notification and property owner notice materials, and the City of York will implement the floodway public notification and individual property owner notice process.

Task 2.3 - Documentation of Riverine Structures

Supporting documentation to detail the riverine structures included in the analyses may need to be compiled for the application. However, given the recent revised study and since there are no changes to the riverine structures in the analysis it is assumed that detailed new documentation will not be required. If documentation is required JEO will coordinate with the City and amend the scope if needed.

Task 2.4 - Project Narrative and Letter of Map Revision Application

A project narrative will be completed based on the hydrologic and hydraulic analyses. A complete LOMR application will be prepared and submitted to FEMA. The application forms to be completed for this scope of services are included below.

1) Overview and Concurrence Form: This form describes the basis for the floodplain revision. The basis for a request, in general, may be due to changes in topography, physical structures including dams or levees, or new methodologies such as for hydrology or hydraulics. It also provides certification by the applicant and engineer for submittal.

2) Riverine Hydrology and Hydraulics Form: This form outlines the methodologies/software utilized to perform the revised hydrologic and/or hydraulic analyses. Regulatory requirements for public notification are also discussed in cases where the floodway is changing, or fill is being placed within the floodplain.

3) Riverine Structures Form: This form will detail the structures included in the analyses as described in Task 2.3. At this time this is assumed to not be necessary.

FEMA review and processing fees for the application are included in this Scope of Services as a reimbursable expense. However, since the LOMR submittal includes improvements to the level of detail of the hydrology and hydraulics only, JEO will pursue a no-fee LOMR review subject to approval by FEMA. If a no-fee LOMR is not possible, the current FEMA fee schedule will be used for the application.

Task 2.5 - FEMA LOMR Review Coordination

Comments or additional information may be requested by FEMA after initial submittal. In such case, the comments will be addressed, and additional information provided in response. Only relevant sections of the LOMR will be revised and resubmitted, not the entire application and all its subsections. Comments typically vary in scope and scale; in general, it is assumed for this task that comments will be based on clarification needs and not large-scale revisions or additions to the hydrologic and hydraulic analysis documentation submitted. Further requests for information from FEMA beyond the allotted budget are not covered under this scope of services; should this circumstance arise; it will be discussed with the City to determine how to proceed.

PROPOSED PROJECT SCHEDULE:

We anticipate completion of the submittal phase of this project within 6 months of receiving notice to proceed. Notice to Proceed is anticipated October 2022. The overall project timeline is assumed to be approximately 18 months considering typical FEMA LOMR review timelines of 12+ months.

PROJECT FEE AND PAYMENT SCHEDULE:

The consultant will provide the services described herein for an hourly not to exceed amount of \$41,690.00 including \$8,000.00 of reimbursable expenses for the potential LOMR review fee. Additional services can be provided based upon current hourly rates as requested by the City. The consultant will invoice monthly for services to date, due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1% per month), credited first to interest and then to principal.

1.1 – Project Management and Meetings	\$4,860.00
1.2 – Hydrologic Analysis	\$2,900.00
1.3 – Hydraulic Analysis	\$6,200.00
2.1 – Floodplain Mapping	\$7,240.00
2.2 – Public Notification	\$1,190.00
2.3 – Documentation of Riverine Structures	\$0.00 (assumed unnecessary at this time)
2.4 – Project Narrative and LOMR Application	\$8,460.00
2.5 – FEMA LOMR Review Coordination	\$2,840.00
Subtotal	\$33,690.00
Anticipated LOMR Review Fee*	\$8,000.00
TOTAL	\$41,690.00

**LOMR Review Fee is current as of the date of this agreement but is subject to change by FEMA. Due to the submittal being based on more detailed flood risk data than the effective FIRM, JEO will seek to obtain LOMR review for no fee, subject to FEMA approval.*

SCOPE OF SERVICES AND FEE FOR ADDITIONAL SERVICES:

A detailed scope of services and fee estimate for any items not currently included will be provided to the City when the scope of services can be further refined. If necessary additional services can be provided according to the current hourly rate schedule.

SCOPE AND FEE EXPIRATION:

The information contained in this Scope of Services is valid through October 2022. After that date, the Scope and Fee are subject to adjustment.

SERVICES NOT INCLUDED:

If necessary, a fee for these services can be negotiated.

1. Additional site visits, meetings, and public information efforts not previously noted.
2. Complete topographic survey of floodplain areas.

3. Preliminary and final design of potential improvements.
4. Coordination of securing funding or grants from outside parties.
5. Detailed real estate/easement review or negotiation of right-of-way and/or easements.
6. Detailed coordination with public and/or private utilities.

SERVICES PROVIDED BY THE CITY:

1. Designate City staff member as project representative.
2. Provide available data, flooding history, previous studies, etc. as needed.
3. Provide feedback and review of all submittals in a timely manner.
4. Perform public notice processes associated with the LOMR submittal, as needed.

SECTION I 03 – Proposal

**DO NOT DETACH ANY OF THESE
PROPOSAL PAGES**

SUBMIT ENTIRE BOUND BOOK OF
CONTRACT DOCUMENTS &
SPECIFICATIONS

PROPOSAL

TO: City of York, NE
Attn: James Paul
Public Works Director
100 East 4th Street
York, Nebraska 68467

The undersigned, in compliance with the request for bids for construction of the following Project:

**City of York
2022/2023 Concrete Reconstruction Project**

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the Contract Documents and Specifications, project drawings and issued Addenda within the specified time of performance for the prices on the following page of this proposal.

The undersigned acknowledges receipt of the following addenda (if none, leave blank):

Addendum Number: N/A Dated: N/A Received: N/A

Addendum Number: Dated: Received:

Bid Form

BID SECTION "A"-OVERALL PROJECT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION-PAVING	LS	1	\$97,108.54	\$97,108.54
2	MOBILIZATION-STRIPING	LS	1	\$1,156.41	\$1,156.41
3	SWPPP	LS	1	\$4,047.43	\$4,047.43
4	OVER-EXCAVATION	CY	1,300	\$6.94	\$9,022.00
5	SEEDING/SODDING (15,566 SY TOTAL)	LS	1	50,000.00	\$50,000
6	LANDSCAPING	LS	1	70,000.00	\$70,000

BID SECTION "A"-OVERALL PROJECT ITEMS

TOTAL= \$ 231,334.38

BID SECTION "B"-E. 6TH STREET

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	TRAFFIC CONTROL	LS	1	\$5,782.03	\$5,782.03
2	EARTHWORK	LS	1	\$2,338.25	\$2,338.25
3	SUBGRADE PREPARATION	SY	5,892	\$3.63	\$21,387.96
4	REMOVE EXISTING PAVEMENT	SY	5,514	\$10.41	\$57,460.74
5	REMOVE CONCRETE SIDEWALK	SF	2,029	\$1.16	\$2,353.64
6	REMOVE, RELOCATE, AND RESET MAILBOX	EA	3	\$289.10	\$867.30
7	BUILD 6" CONCRETE DRIVEWAY	SY	199	\$73.91	\$14,708.09
8	BUILD 7" CONCRETE PAVEMENT CLASS 47B-3500	SY	5,308	\$55.74	\$295,867.92
9	BUILD 5" CONCRETE SIDEWALK	SF	2,069	\$7.98	\$16,510.62
10	DETECTABLE WARNING PANEL	SF	10	\$40.47	\$404.70
11	CRUSHED CONCRETE FOUNDATION COURSE, 3" (CITY SUPPLIED)	TON	806	\$18.54	\$14,943.24
12	BUILD SILT FENCE	LF	80	\$3.15	\$252.00
13	BUILD CURB INLET SEDIMENT FILTER	EA	6	\$289.10	\$1,734.60
14	4" YELLOW PERMANENT PAVEMENT PARKING, PAINT AND BEADS, GROOVED	LF	178	\$4.63	\$824.14
15	4" WHITE PERMANENT PAVMENT PARKING, PAINT AND BEADS, GROOVED	LF	581	\$4.63	\$2,690.03

16	24" WHITE PERMANENT PAVMENT PARKING, PAINT AND BEADS, GROOVED	LF	60	\$ 17.35	\$ 1,041.00
17	HANDICAPPED SYMBOL PERMANENT PAVEMENT MARKING	EA	1	\$ 676.50	\$ 676.50
18	REMOVE & RELOCATE TRAFFIC SIGN W/ TELSPAR POST	EA	7	\$ 356.75	\$ 2,497.25
19	INSTALL TRAFFIC SIGN AND TELSPAR POST	EA	1	\$ 289.10	\$ 289.10

BID SECTION "B"-6TH STREET TOTAL= \$ 442,569.11

BID SECTION "C"-E 14TH STREET

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	TRAFFIC CONTROL	LS	1	\$ 8,094.84	\$ 8,094.84
2	EARTHWORK	LS	1	\$ 8,499.59	\$ 8,499.59
3	SUBGRADE PREPARATION	SY	10,080	\$ 5.04	\$ 50,803.20
4	REMOVE EXISTING PAVEMENT	SY	7,994	\$ 10.41	\$ 83,217.54
5	REMOVE CONCRETE SIDEWALK	SF	6,022	\$ 1.16	\$ 6,985.52
6	REMOVE, RELOCATE, AND RESET MAILBOX	EA	6	\$ 578.26	\$ 3,469.26
7	BUILD 6" CONCRETE DRIVEWAY	SY	467	\$ 73.91	\$ 34,515.97
8	BUILD 7" CONCRETE PAVEMENT CLASS 47B-3500	SY	8,542	\$ 56.97	\$ 486,637.74
9	BUILD 5" CONCRETE SIDEWALK	SF	6,142	\$ 7.98	\$ 49,013.16
10	CRUSHED CONCRETE FOUNDATION COURSE, 4" (CITY SUPPLIED)	TON	1,725	\$ 21.98	\$ 37,915.50
11	ADJUST MANHOLE TO GRADE	EA	2	\$ 659.51	\$ 1,319.02
12	24" WHITE PERMANENT PAVMENT PARKING, PAINT AND BEADS, GROOVED	LF	36	\$ 17.35	\$ 624.60
13	REMOVE & RELOCATE TRAFFIC SIGN W/ TELSPAR POST	EA	29	\$ 356.75	\$ 10,345.75

BID SECTION "C"-E 14TH STREET TOTAL= \$ 781,441.63

BID SECTION "D"-S. 50TH STREET

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	TRAFFIC CONTROL	LS	1	\$5,782.03	\$5,782.03
2	EARTHWORK	LS	1	\$943.63	\$943.63
3	SUBGRADE PREPARATION	SY	1,212	\$5.04	\$6,108.48
4	REMOVE EXISTING PAVEMENT	SY	2,147	\$10.41	\$22,350.27
5	BUILD 9" DOWELED CONCRETE PAVEMENT	SY	1,010	\$73.88	\$74,618.80
6	BUILD 9" DOWELED CONCRETE PAVEMENT-HE	SY	1,137	\$77.82	\$88,481.34
7	CRUSHED CONCRETE FOUNDATION COURSE, 4" (CITY SUPPLIED)	TON	434	\$21.97	\$9,534.98
8	BUILD SILT FENCE	LF	201	\$3.11	\$625.11

BID SECTION "D"-50TH STREET TOTAL= \$208,444.64

BID SECTION "E"-N. BLACKBURN AVENUE (14TH TO DUKE) PAVING

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	TRAFFIC CONTROL	LS	1	\$3,469.22	\$3,469.22
2	EARTHWORK	LS	1	\$1,165.65	\$1,165.65
3	SUBGRADE PREPARATION	SY	2,186	\$5.04	\$11,017.44
4	REMOVE EXISTING PAVEMENT	SY	1,973	\$10.41	\$20,538.93
5	REMOVE CONCRETE SIDEWALK	SF	3,653	\$1.16	\$4,237.48
6	REMOVE, RELOCATE, AND RESET MAILBOX	EA	2	\$289.11	\$578.22
7	BUILD 6" CONCRETE DRIVEWAY	SY	244	\$73.91	\$18,034.04
8	BUILD 7" CONCRETE PAVEMENT CLASS 47B-3500	SY	1,837	\$55.72	\$102,357.64
9	BUILD 5" CONCRETE SIDEWALK	SF	3,273	\$7.98	\$26,118.54
10	CRUSHED CONCRETE FOUNDATION COURSE, 3" (CITY SUPPLIED)	TON	279	\$22.16	\$6,182.64
11	BUILD SILT FENCE	LF	80	\$3.15	\$252.00
12	REMOVE & RELOCATE TRAFFIC SIGN W/ TELSPAR POST	EA	2	\$356.75	\$713.50

BID SECTION "E"-N. BLACKBURN AVENUE (14TH TO DUKE) TOTAL= \$194,665.30

BID SECTION "F"-N. GRANT AVENUE PAVING

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	TRAFFIC CONTROL	LS	1	\$5,782.03	\$5,782.03
2	EARTHWORK	LS	1	\$1,831.75	\$1,831.75
3	SUBGRADE PREPARATION	SY	2,918	\$5.04	\$14,706.72
4	REMOVE EXISTING PAVEMENT	SY	2,520	\$10.41	\$26,233.20
5	REMOVE CONCRETE SIDEWALK	SF	325	\$1.16	\$377.00
6	REMOVE AND REPLACE CONCRETE STEPS	SF	69	\$46.16	\$3,185.04
7	REMOVE, RELOCATE, AND RESET MAILBOX	EA	7	\$289.10	\$2,023.70
8	BUILD 7" CONCRETE PAVEMENT CLASS 47B-3500	SY	2,605	\$55.72	\$145,150.60
9	CRUSHED CONCRETE FOUNDATION COURSE, 3" (CITY SUPPLIED)	TON	395	\$22.04	\$8,705.80
10	REMOVE & RELOCATE TRAFFIC SIGN W/ TELSPAR POST	EA	11	\$356.75	\$3,924.25

BID SECTION "F"-N. GRANT AVE TOTAL= \$211,920.09

BID SECTION "G"-N. NEBRASKA AVENUE PAVING

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	TRAFFIC CONTROL	LS	1	\$6,366.24	\$6,366.24
2	EARTHWORK	LS	1	\$138.77	\$138.77
3	SUBGRADE PREPARATION	SY	4,417	\$5.04	\$22,261.68
4	REMOVE EXISTING PAVEMENT	SY	3,949	\$10.41	\$41,109.99
5	REMOVE CONCRETE SIDEWALK	SF	85	\$1.16	\$98.60
6	REMOVE, RELOCATE, AND RESET MAILBOX	EA	10	\$289.10	\$2,891.00
7	BUILD 6" CONCRETE DRIVEWAY	SY	221	\$73.91	\$16,334.11
8	BUILD 7" CONCRETE PAVEMENT CLASS 47B-3500	SY	3,743	\$55.72	\$208,559.96
9	BUILD 5" CONCRETE SIDEWALK	SF	115	\$7.99	\$918.85
10	CRUSHED CONCRETE FOUNDATION COURSE, 3" (CITY SUPPLIED)	TON	568	\$21.97	\$12,478.96
11	BUILD CURB INLET SEDIMENT FILTER	EA	2	\$289.11	\$578.22
12	ADJUST MANHOLE TO GRADE	EA	1	\$659.50	\$659.50
13	ADJUST VALVE BOX TO GRADE	EA	3	\$185.20	\$555.60
14	REMOVE & RELOCATE TRAFFIC SIGN W/ TELSPAR POST	EA	5	\$356.75	\$1,783.75

BID SECTION "G"-N. NEBRASKA AVENUE TOTAL= \$314,728.33

BID SECTION "H"-N. PLATTE AVENUE (9TH TO 11TH) PAVING

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	TRAFFIC CONTROL	LS	1	\$4,625.63	\$4,625.63
2	EARTHWORK	LS	1	\$1,554.21	\$1,554.21
3	SUBGRADE PREPARATION	SY	2,392	\$5.04	\$12,055.68
4	REMOVE EXISTING PAVEMENT	SY	1,723	\$10.41	\$17,936.43
5	REMOVE CONCRETE SIDEWALK	SF	616	\$1.16	\$714.56
6	REMOVE AND REPLACE CONCRETE STEPS	SF	73	\$46.17	\$3,370.41
7	REMOVE, RELOCATE, AND RESET MAILBOX	EA	11	\$289.10	\$3,180.10
8	BUILD 6" CONCRETE DRIVEWAY	SY	29	\$72.73	\$2,109.17
9	BUILD 7" CONCRETE PAVEMENT CLASS 47B-3500	SY	2,117	\$55.72	\$117,959.24
10	CRUSHED CONCRETE FOUNDATION COURSE, 3" (CITY SUPPLIED)	TON	321	\$22.01	\$7,065.21
11	REMOVE & RELOCATE TRAFFIC SIGN W/ TELSPAR POST	EA	3	\$356.75	\$1,070.25

BID SECTION "H"-N. PLATTE AVENUE (9TH TO 11TH) TOTAL= \$171,640.89

BID SECTION "I"-N. BLACKBURN AVENUE (3RD TO 9TH) PAVING

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	TRAFFIC CONTROL	LS	1	\$10,407.66	\$10,407.66
2	EARTHWORK	LS	1	\$8,478.77	\$8,478.77
3	SUBGRADE PREPARATION	SY	9,827	\$5.04	\$49,528.08
4	REMOVE EXISTING PAVEMENT	SY	8,296	\$10.41	\$86,361.36
5	REMOVE CONCRETE SIDEWALK	SF	1,253	\$1.16	\$1,453.48
6	REMOVE AND REPLACE CONCRETE STEPS	SF	162	\$46.17	\$7,479.54
7	REMOVE, RELOCATE, AND RESET MAILBOX	EA	16	\$289.10	\$4,625.60
8	BUILD 6" CONCRETE DRIVEWAY	SY	225	\$72.75	\$16,368.75
9	BUILD 7" CONCRETE PAVEMENT CLASS 47B-3500	SY	8,189	\$55.72	\$456,291.08
10	BUILD 5" CONCRETE SIDEWALK	SF	1,102	\$7.98	\$8,793.96
11	CRUSHED CONCRETE FOUNDATION COURSE, 4" (CITY SUPPLIED)	TON	1,654	\$22.01	\$36,404.54
12	BUILD CURB INLET SEDIMENT FILTER	EA	3	\$289.10	\$867.30
13	REMOVE & RELOCATE TRAFFIC SIGN W/ TELSPAR POST	EA	30	\$356.75	\$10,702.50

BID SECTION "I"-N. BLACKBURN AVENUE (3RD TO 9TH) TOTAL= \$697,762.62

BID SECTION "J"-N. PLATTE AVENUE (LINCOLN TO 4TH) PAVING

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	TRAFFIC CONTROL	LS	1	\$10,407.66	\$10,407.66
2	EARTHWORK	LS	1	\$10,116.25	\$10,116.25
3	SUBGRADE PREPARATION	SY	9,356	\$5.04	\$47,154.24
4	REMOVE EXISTING PAVEMENT	SY	8,556	\$10.41	\$89,067.96
5	REMOVE CONCRETE SIDEWALK	SF	3,518	\$1.16	\$4,080.88
6	REMOVE, RELOCATE, AND RESET MAILBOX	EA	7	\$578.20	\$4,047.40
7	BUILD 6" CONCRETE DRIVEWAY	SY	729	\$73.91	\$53,880.39
8	BUILD 7" CONCRETE PAVEMENT CLASS 47B-3500	SY	7,806	\$55.72	\$434,950.92
9	BUILD 5" CONCRETE SIDEWALK	SF	981	\$7.98	\$7,828.38
10	CRUSHED CONCRETE FOUNDATION COURSE, 4" (CITY SUPPLIED)	TON	1,284	\$22.01	\$28,260.84
11	BUILD 6" CONCRETE TRAIL	SY	31	\$72.76	\$2,255.56
12	BUILD 4" ROCK SURFACING	SY	29	\$46.26	\$1,341.54
13	BUILD SILT FENCE	LF	80	\$3.15	\$252.00
14	BUILD CURB INLET SEDIMENT FILTER	EA	1	\$289.10	\$289.10
15	ADJUST MANHOLE TO GRADE	EA	6	\$659.51	\$3,957.06
16	ADJUST STORM SEWER GRATE TO GRADE	EA	2	\$832.97	\$1,665.94
17	ADJUST VALVE BOX TO GRADE	EA	4	\$185.20	\$740.80
18	4" WHITE PERMANENT PAVMENT PARKING, PAINT AND BEADS, GROOVED	LF	16	\$2.31	\$36.96
19	REMOVE & RELOCATE TRAFFIC SIGN W/ TELSPAR POST	EA	11	\$356.75	\$3,924.25

BID SECTION "J"-N. PLATTE AVENUE (LINCOLN TO 4TH) TOTAL= \$ 704,257.53

BASE BID: SECTIONS "A"-"J" TOTAL= \$ 3,933,330.52

➔ **ADD ALTERNATE 1 GREENWOOD AVENUE WHITETOPPING**

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	LS	1	\$2312.81	\$2312.81
2	TRAFFIC CONTROL	LS	1	\$2891.02	\$2891.02
3	COLD MILLING, CLASS 3	SY	3,735	\$ 5.78	\$21,588.30
4	BUILD 4" WHITE TOP PAVEMENT	SY	3,842	\$ 54.92	\$211,002.64

ADD ALTERNATE 1 TOTAL= \$ 237,794.77

ADD ALTERNATE 2 LINCOLN AVENUE W FRONTAGE ROAD WHITETOPPING

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	LS	1	\$2312.81	\$2312.81
2	TRAFFIC CONTROL	LS	1	\$2891.02	\$2891.02
3	COLD MILLING, CLASS 3	SY	2,546	\$ 5.78	\$14,715.88
4	BUILD 4" WHITE TOP PAVEMENT	SY	2,659	\$ 54.92	\$146,032.28

ADD ALTERNATE 2 TOTAL= \$ 165,951.99

ADD ALTERNATE 3 TREE REMOVAL

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	LS	1	\$ 578.21	\$ 578.21
2	TRAFFIC CONTROL	LS	1	\$2,891.02	\$2,891.02
3	TREE REMOVAL	EA	19	\$ 462.56	\$ 8,788.64

ADD ALTERNATE 3 TOTAL= \$ 12,257.87

ADD ALTERNATE 4 50TH ST EXTENSTION

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	TRAFFIC CONTROL	LS	1	\$2,891.02	\$2,891.02
2	EARTHWORK	LS	1	\$10,116.25	\$10,116.25
3	SUBGRADE PREPARATION	SY	2,596	\$ 5.04	\$ 13,083.84
4	REMOVE EXISTING PAVEMENT	SY	2,163	\$ 6.94	\$ 15,011.22
5	BUILD 9" DOWELED CONCRETE PAVEMENT	SY	2,163	\$ 71.79	\$ 155,281.77
6	CRUSHED CONCRETE FOUNDATION COURSE, 4" (CITY SUPPLIED)	TON	437	\$ 22.13	\$ 9,670.81
7	SEEDING/SODDING	SY	1,534	\$ 4.11	\$ 6,304.74

ADD ALTERNATE 4 TOTAL= \$ 212,359.65

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The Owner reserves the right to accept selected bid sections based on available budget for the 2022/2023 Concrete Reconstruction Project. The BIDDER acknowledges that each of the individual BID SECTION at complete BID SECTIONS that the Owner reserves the right to selection or reject.
- c. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each of the individual documents that comprise the Bid Documents are complementary to one another and together establish the complete terms, conditions and obligations of the successful BIDDER.
- d. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- e. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- f. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **30 Calendar Days** from the stated date for receipt of bids.
- g. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within

fifteen (15) calendar days of the notice-of-award and furthermore provide executed payment and performance bonds within seven (7) calendar days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.

- h. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the Notice-to-Proceed. The undersigned acknowledges and agrees to complete work within the calendar day allowances specified below from the commencement date specified in the Notice-To-Proceed.

<u>Time Allowance</u>	
All Work	
Anticipated Notice-To-Proceed	August 22, 2022
Final Completion of Project	July 12, 2024

- i. The undersigned acknowledges and accepts that the project is subject to **the Time Allowance** as prescribed below.

The undersigned agrees that all contract work shall be performed regularly, diligently, and uninterruptedly at such a rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by the undersigned that the time for the completion of the contract work set forth in the Contract Documents is a reasonable time for delivery of equipment and materials and completion of the contract work as specified.

The said amount is fixed and agreed upon by and between the undersigned because of the impracticability and difficulty of fixing and ascertaining the actual damages the Owner would sustain in the event the contract work in not completed within the allotted contract time.

- j. The undersigned agrees to comply with all current and applicable Federal, State, and local rules and regulations governing the safety of men and materials during its operations including observing the requirements of the Occupational Safety and Health Administration (OSHA).
- k. The undersigned specifically agrees not to discriminate against any recipients of services on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry, and not to discriminate against any employees or applicant for employment on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry.

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of Americans with Disabilities Act compliant sidewalk and curb ramp construction and understands the conditions that may in any manner affect cost, progress, or performance of the work.
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

IF A CORPORATION

Corporation Name: BAUER INFRASTRUCTURE, LLC.

By: 
(Authorized Signature)

(Attach Evidence of Authority to Sign)

Name And Title: Stu Bauer Managing Member

Email Address: Info @ bauerinfrastructure.com

Business Address: 18570 SW 29th STREET
MARTIN, NE. 68404

Telephone Number: 402-421-6316

**CORPORATE
SEAL**

ATTEST
:

By: 
(Authorized Signature)

Name And Title: MICAH MESSICK ESTIMATOR / PROJECT MANAGER

[Handwritten signature]

