

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, October 20, 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 October 13, 2022
3. Pledge of Allegiance
4. Roll Call
5. Minutes of October 6, 2022 meeting
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing & Office Supply in the amount of \$3,109.54
 - 6.2. Claim for Jeff Pieper of Pieper's Inc. in the amount of \$75.38
7. Claims for the period of October 7 through October 20, 2022
8. Approve Preliminary Cash Balances for the month of September 2022
9. Department Activities Reports for the month of September 2022
10. City Administrator Report
11. Consider approval of the State of Nebraska Contract Award for a 2022 or current production year Chevy Colorado four-door pickup in the amount of \$40,288.00 for the building inspector
12. Consider approval of Sourcewell Bid for a portable litter vacuum in the amount of \$22,745.00 for the Landfill
13. Consider approval of Hydro Optimization and Automation Solutions proposal for upgrading the water SCADA computer in the amount of \$53,933.00

14. Consider approval of a consulting services agreement with Benesch for the York Blackburn Bridge Construction, Engineering Amendment No. 1, not to exceed \$127,952.00
15. Consider approval of the bid by The Diamond Engineering Co. for the 2022/2023 Blackburn Bridge Replacement Project with a base bid of \$1,475,539.66
16. Consider approval of the LPA Program Agreement with the State of Nebraska, Department of Transportation to help manage Federal Aid Funds for Project Access York and approve Resolution 2022-20 authorizing the Mayor to sign the agreement
17. Ordinance No. 2342 - to change the time for the Council organizational meeting and regular meetings from 7:00 p.m. to 5:30 p.m.
 - 17.1. Suspend the rules for Ordinance No. 2342
 - 17.2. Passage of Ordinance No. 2342
18. Public hearing on the following zoning ordinances regarding "home-based businesses":
 - 18.1. Ordinance No. 2337 - to amend article 111, section 2 definitions, to add a definition for "home-based business"
 - 18.1.1. Suspend the rules for Ordinance No. 2337
 - 18.1.2. Passage of Ordinance No. 2337
 - 18.2. Ordinance No. 2338 - to amend article IX "R-3" multiple-family dwelling district, to allow home-based businesses
 - 18.2.1. Suspend the rules for Ordinance NO. 2338
 - 18.2.2. Passage of Ordinance No. 2338
 - 18.3. Ordinance No. 2339 - to amend article VIII "R-2" two-family dwelling district to allow home-based businesses
 - 18.3.1. Suspend the rules for Ordinance No. 2339
 - 18.3.2. Passage of Ordinance No. 2339
 - 18.4. Ordinance No. 2340 - to amend article VII "R" single-family dwelling district to allow home-based businesses
 - 18.4.1. Suspend the rules for Ordinance No. 2340

18.4.2. Passage of Ordinance No. 2340

19. Public hearing on the following preliminary and final plat:

19.1. Preliminary and Final Plat for Holthus Subdivision 7th Addition; a tract of land comprising a part of Outlot "A", Holthus Subdivision 5th Addition, City of York, York County, Nebraska

20. Adjournment

Classifieds

York, Nebraska

www.yorknewstimes.com

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There are different rates for different categories:
- Real Estate for Sale
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Selling a Vehicle?
- Five weeks in YNT
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To read ads, place ads and contact the classifieds department go to yorknewstimes.com/classifieds
Employment
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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.

0355 Pets & Supplies

BE RESPONSIBLE!! SPAY OR NEUTER YOUR PETS!!

0345 Garage Sale-Out of Town

Utica Museum/Cemetery Fundraiser.
580 7th Street, Utica.
Fri Oct 14/Sat Oct 15 .
8:00am-6:00pm.
Watch for Pink signs. Halloween, Thanksgiving, huge amounts Christmas decorations, gift ideas; snowmen, antiques, yard art, Pit Boss Smoker, propane fire pit, ornaments from Diva, bird, angel trees. Priced to sell! Help us raise funds.

0945 Classic & Antique Autos



1977 Pontiac Grand Prix Complete car 400 Pontiac engine runs good. Transmission needs to be rebuilt. 71,000 actual miles \$2500 308 379 7543



1981 Chevrolet C 10 250 straight 6 automatic Not running have extra parts cab corners, floor pans, rockers, \$1200 Saint Libory 308 379 7543

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



'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



0995 Autos for Sale or Lease



'99 Buick Park Avenue 4dr Sedan, 3.8l motor, heated seats, power windows and locks, tilt, cruise

\$6,995
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



0991 Minivans, Buses, Vans



14 Dodge Grand Caravan SE 30th Anniversary, Sto-N-Go seats, power windows and lock, rear climate control, 97k

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



0099 LEGALS

NOTICE OF TRUSTEE'S SALE
For default in the payment of debt secured by a deed of trust executed by Jeremy Clift, dated March 29, 2018, and recorded on April 2, 2018, Document No. 2018-00738, in Book No. 53, at Page 213 in the Office of the Recorder of Deeds, York County, Nebraska, the undersigned Successor Trustee will on November 17, 2022, at 10:00 AM, at the north doors on the west side of the York County Courthouse, York, Nebraska, sell at public vendue to the highest bidder for cash: **Lot 12 and the East 25 feet of Lot 11, Block 4, Robert's Addition to the City of York, York County Nebraska, commonly known as 1805 Linden Ave, York, NE, 68467** subject to all prior easements, restrictions, reservations, covenants and encumbrances now of record, if any, to satisfy the debt and costs.
Liliana E. Shannon, Successor Trustee
First Publication: October 6, 2022

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

2003 Jeep Grand Cherokee Laredo, asking \$2,250 OBO, selling it for parts, cash only, Call 308-384-9455

0099 LEGALS

is attempting to collect a debt and any information obtained will be used for that purpose (No. 222479). For more information, visit www.Southlaw.com
October 6, 13, 20, 27, November 3 ZNEZ

NOTICE
Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. §1692c(b), no information concerning the collection of this debt may be given without the prior consent of the consumer given directly to the debt collector or the express permission of a court of competent jurisdiction. The debt collector

0099 LEGALS

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 18, 2022. The York County Board of Commissioners will meet on Tuesday, October 18, 2022 at the Board of Equalization at 10:00 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-ClerkYorkCounty, Nebraska October 13 ZNEZ

0099 LEGALS

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 20, 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
October 13 ZNEZ

NOTICE OF MEETING
Notice is hereby given that a meeting of the York Parks & Recreation Advisory Board of the City of York, Nebraska, will be held at 5:00 o'clock p.m., October 19, 2022 in the Lower-Level Meeting Room, York Community Center, 211 E. 7th 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 Parks & Rec Director.
October 13 ZNEZ

NOTICE OF PUBLIC MEETING
The Upper Big Blue Natural Resources District will hold the Board of Directors meeting on Thursday, October 20, 2022, at 7:00 p.m. in the NRD Administrative Office Building, 319 East 25th Street, York, Nebraska. The agenda, which is kept continually current, shall be readily available for public inspection at the same address, during normal business hours.
October 13 ZNEZ

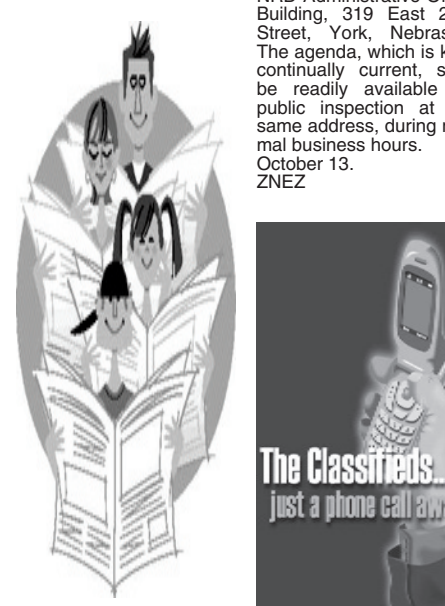


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Maintenance Technician Needed
for Local Apartment Complex. Construction, Electrical, & Plumbing Experience Helpful. Must be willing to travel to other property locations if necessary. This is a Full-time Position with Overtime Hours and May Need to Be On-Call. For More Information and for the Application Process, Contact 402-366-0225



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.

CLASSIFIED WORKS

WE ARE OPEN!
York Adopt-A-Pet
New Shelter Visiting Hours
Thursday - Saturday Noon-3:00pm
Appointments can be made for other days and times by calling the shelter at 402-362-3964.
You can view our pets on: yorkadoptapet.com

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

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.

CARLSON IRRIGATION, INC.
402-627-4035
311 N. Market
Shickley, NE 68438
Pivot Service Technician
position now available at Carlson Irrigation Inc. in Shickley NE. Experience appreciated but not necessary, will train the right person. Offering competitive wage, insurance benefits, IRA, vacation and holiday pay.
Contact Chadd @ 402-627-4035.

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



REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
October 6, 2022
7:00 PM o'clock P.M.

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

The Mayor announced that the Open Meetings Act was posted on the East Wall of the Council Chambers.

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

Notice of this meeting was given in advance thereof by publication in the York News Times on September 29, 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.

The Mayor asked for a moment of silence to remember Jack Vincent.

Minutes

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

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$3,445.71. Ayes with a motion by Christi Lones and a second by Jerry Wilkinson. Jeff Pieper: Absent, Sheila Hubbard: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Abstain (With Conflict), Jerry Wilkinson: Yea.

Motion to approve the claim for Jeff Pieper of Pieper's Inc. in the amount of \$401.03. Ayes with a motion by Christi Lones and a second by Tony North. Jeff Pieper: Absent, Sheila Hubbard: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea, Jerry Wilkinson: Yea.

Claims

Motion to approve the claims for September 16, 2022 through October 6, 2022. Ayes with a motion by Christi Lones and a second by Jerry Wilkinson. Jeff Pieper: Absent, Sheila Hubbard: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea, Jerry Wilkinson: Yea.

City Administrator Report

Dr. Sue Crawford gave an update on City current events. There is a recodification project happening. There has been a legal review of the City Code to make sure it is consistent with State Law and there is an internal review going on at this time as well. She gave an update on the cross-walks on 5th street. Parts were ordered in April and didn't arrive until September. That part is going to be used for the 8th street issue and another part has been ordered. It was also noted that there has been very good media coverage for Project Access York.

Portable Radios for Fire Department

Fire Chief, Tony Bestwick, informed the Council that they have been working on getting this equipment for almost four years now. The expected total cost for this project will be approximately \$105,000.

Motion to approve quote from Motorola Solutions for portable radios in the amount of \$89,799.64. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Jeff Pieper: Absent, Sheila Hubbard: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea, Jerry Wilkinson: Yea.

Ordinance No. 2341 – Vacate a portion of 9th Street
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.

Dan Aude, Asset Manager, informed Council that the property owner was requesting this vacation and owned the lots on both the north and south sides of this street.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2341. Ayes with a motion by Tony North and a second by Scott Van Esch. Jeff Pieper: Absent, Sheila Hubbard: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea, Jerry Wilkinson: Yea. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third reading.

Motion to approve Ordinance No. 2341 to vacate a portion of West 9th Street lying between Lot Six, Block Two, and Lot One, Block Three, all in Brewer's Addition to the City of York, York County, Nebraska. Ayes with a motion by Scott Van Esch and a second by Sheila Hubbard. Jeff Pieper: Absent, Sheila Hubbard: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea, Jerry Wilkinson: Yea.

Ordinance No. 2344 - Prescribing Sewer Rates
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.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2344. Ayes with a motion by Christi Lones and a second by Sheila Hubbard. Jeff Pieper: Absent, Sheila Hubbard: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea, Jerry Wilkinson: Yea. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third reading.

Motion to approve Ordinance No. 2334 to amend portions of Chapter 37, prescribing sewer rates, amending Ordinance No. 2334, section 1, subsection (a). Ayes with a motion by Jerry Wilkinson and a second by Tony North. Jeff Pieper: Absent, Sheila Hubbard: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea, Jerry Wilkinson: Yea.

Contract with AMGL for Annual Audit

Treasurer, Pellie Thomas, made the suggestion to continue with AMGL for the City audit. She stated that many firms are no longer doing federal audits and AMGL continues to do so for the City. Dr. Sue Crawford said that she believed it is in the City's best interest to waive the public bidding requirement and accept this proposal with AMGL for the audit of fiscal year 2021-2022.

Motion to approve the contract with AMGL to perform the City's annual audit for the 2021-2022 fiscal year for an amount not to exceed \$33,000, single audit (if required) not to exceed \$3,500 and the Kilgore Library Foundation not to exceed \$1,100. Ayes with a motion by Sheila Hubbard and a second by Scott Van Esch. Jeff Pieper: Absent, Sheila Hubbard: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea, Jerry Wilkinson: Yea.

Adopt-A-Pet Agreement with City

Charlie Sanders, with York Adopt-a-Pet, shared annual statistics with the Council. Members of Council expressed their gratitude for the services Adopt-a-Pet provides.

Motion to approve the agreement between the City of York and York Adopt-a-Pet in the amount of \$40,000, to increase \$1,000 a year up to \$45,000. 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. Ayes with a motion by Christi Lones and a second by Jennifer Sheppard. Jeff Pieper: Absent, Sheila Hubbard: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea, Jerry Wilkinson: Yea.

Agreement with JEO Consulting Group, Inc.

Motion to approve the 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 the Upper Big Blue NRD committed to paying half the project costs. Ayes with a motion by Sheila Hubbard and a second by Jerry Wilkinson. Jeff Pieper: Absent, Sheila Hubbard: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea, Jerry Wilkinson: Yea.

2022/2023 Concrete Reconstruction Project bid with Bauer Infrastructure

Terry Brown, with Alfred Benesch, explained to the Council the bid document and what all would be included. James Paul, Public Works Director, also shared that the bids were exceeding the amount of the bond, but there would be other places to pay for the excess amounts.

Motion to approve the bid by Bauer Infrastructure LLC 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. Ayes with a motion by Tony North and a second by Scott Van Esch. Jeff Pieper: Absent, Sheila Hubbard: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea, Jerry Wilkinson: Yea.

Mayor Appointments

Dan Aude as the electrical inspector for the City

Motion to approve the appointment of Dan Aude as the electrical inspector for the City of York. Ayes with a motion by Christi Lones and a second by Sheila Hubbard. Jeff Pieper: Absent, Sheila Hubbard: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea, Jerry Wilkinson: Yea.

Jerry Clinch to the Kilgore Memorial Library Citizen Advisory Board

Motion to approve the appointment Jerry Clinch to the Kilgore Memorial Library Citizen Advisory Board for a term ending July 2023. Ayes with a motion by Scott Van Esch and a second by Christi Lones. Jeff Pieper: Absent, Sheila Hubbard: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Matt Wagner: Yea, Tony North: Yea, Jerry Wilkinson: Yea.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 7:22 o'clock p.m.

Amanda Ring, City Clerk

Barry Redfern, Mayor

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00010	GALE	3	332.14	N		
01-00090	THE HOME DEPOT PRO	3	1,606.96	N		
01-00110	MATHESON TRI-GAS	1	103.18	N		
01-00120	JACKSON SERVICES INC	11	620.61	N		
01-00150	MISSIONSQUARE RETIREMENT	2	667.40	N		
01-00200	NEBRASKA MACHINERY CO	3	3,653.64	N		
01-00210	EAKES OFFICE PLUS	3	1,629.77	N		
01-00290	NORTH PRINTING & OFFICE S	15	3,109.54	N		
01-00340	BOUND TREE MEDICAL LLC	1	1,164.09	N		
01-00360	CITY OF YORK	3	5,559.44	N		
01-00400	BEAVER BEARINGCOMPANY	1	10.70	N		
01-00490	JOHN DEERE FINANCIAL FSB	1	131.25	N		
01-00540	GLOBAL TECH, INC.	9	14,951.90	N		
01-00640	NEBRASKA PUBLIC POWER DIS	1	33,237.38	N		
01-00680	NE DEPT. OF AERONAUTICS	1	543.33	N		
01-00710	OVERLAND SAND & GRAVEL	4	7,640.38	N		
01-00750	PIEPERS INC	3	75.38	N		
01-00780	PRESTO X COMPANY	8	426.20	N		
01-00800	BURST, LLC	19	1,081.68	N		
01-00990	ANGLE, MURPHY, VALENTINO	1	22.53	N		
01-01050	MICROFILM IMAGINGSYSTEMS	1	120.00	N		
01-01090	BAKER & TAYLOR, INC	3	1,625.92	N		
01-01200	BARCOMUNICIPAL PRODUCTS	1	1,924.04	N		
01-01280	PLATTE VALLEY COMMUNICATI	2	473.50	N		
01-01290	GRAND CENTRAL FOODS, INC.	7	540.62	N		
01-01330	JLC, INCORPORATED	5	208.61	N		
01-01340	KOPCHOS SANITATION, INC	7	774.75	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01420	NE CHILD SUPPORT PAYMENT	1	218.78	N		
01-0145	ANTHONY BESTWICK	1	31.31	N		
01-01470	SERVI-TECH LABORATORIES	3	266.15	N		
01-01490	NE DEPT OF REVENUE	2	8,360.77	N		
01-01510	HACH CO.	1	78.23	N		
01-01640	INTERNAL REVENUE SERVICE	4	45,827.14	N		
01-01650	UNION BANK	5	27,609.08	N		
01-0168	BRIT A KOCH	1	19.75	N		
01-01840	CORNERSTONE BANK	1	95.00	N		
01-01980	SAHLING KENWORTH INC	1	1,403.26	N		
01-02010	YORK EQUIPMENT, INC.	1	4,763.34	N		
01-02060	NE DEPT OF ENVIRONMENT &	1	9,524.76	N		
01-02090	JM MONOGRAMS, INC.	1	25.90	N		
01-02170	MIDWEST TURF & IRRIGATION	2	128.36	N		
01-02200	JACK'S UNIFORMS & EQUIP	1	774.79	N		
01-02250	MILLER SEED & SUPPLY CO	3	83.74	N		
01-02530	PEPSI COLA OF LINCOLN/ TO	2	513.10	N		
01-02620	LEAGUE OF NEBRASKA MUNICI	1	110.00	N		
01-02650	O'REILLY AUTO PARTS	1	4.99	N		
01-03590	PENNER'S TIRE & AUTO	1	30.89	N		
01-04050	GALLS INCORPORATED	2	177.00	N		
01-04240	NE DEPT OF REVENUE	1	12.13	N		
01-04580	DEMCO	1	5,475.85	N		
01-05310	SAPP BROTHERS PETROLEUM,	2	168.86	N		
01-05600	YORK GENERAL HOSPITAL	1	270.50	N		
01-06410	CASH-WA DISTRIBUTING	2	584.25	N		
01-07140	ELECTRONIC SYSTEMS, INC	1	104.00	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-08660	MIRACLE RECREATION EQUIPM	1	148.63	N			
01-09090	WINDSTREAM	1	269.79	N			
01-09220	CENTRAL NEBRASKAREFRIGER	1	1,848.80	N			
01-09380	VAN KIRK BROS CONTRACTING	1	163,723.24	N			
01-10020	YORK COUNTY REGISTER OF D	1	30.00	N			
01-10600	PARPART CORPORATION	1	13,200.00	N			
01-10840	TOTAL ADMINISTRATIVE SERV	2	2,986.52	N			
01-11010	VERIZON	1	963.92	N			
01-11270	ORIENTAL TRADING CO INC	1	81.31	N			
01-11450	HEIDI GREGG	1	59.81	N			
01-11670	STEVE HOLMES	2	250.87	Y			
01-11780	OVERHEAD DOOR CO OF LINCO	1	479.35	N			
01-13080	WALKER PROCESS EQUIPMENT	1	1,823.00	N			
01-14410	LINCOLN WINWATERWORKS	4	7,676.42	N			
01-14470	FARMERS COOPERATIVE	4	886.60	N			
01-14770	STRYKER MEDICAL	1	2,291.40	N			
01-14820	CHRIS MULINIX	2	300.00	N			
01-15280	ERICK BREKKE	2	1,059.24	N			
01-15670	HOA SOLUTIONS INC	1	171.00	N			
01-15710	CRITEL ENTERPRISES LLC	2	301.25	Y			
01-15880	CHARLIE'S U-SAVE RX	1	173.59	N			
01-15900	ARAMARK UNIFORM SERVICE	2	200.11	N			
01-15980	HDR ENGINEERING INC	2	14,515.24	N			
01-16470	EMC FIRE	1	52.00	N			
01-16710	ONE CALL CONCEPTS INC	1	118.42	N			
01-16900	AQUA-CHEM INC	1	334.11	N			
01-17590	TLS CONSTRUCTION LLC	1	62,748.75	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-17650	RACHEL MAYFIELD	1	107.00	N			
01-17730	BLACKSTONE	1	23.99	N			
01-19320	CCS PRESENTATION SYSTEM	1	1,075.00	N			
01-19370	NE TECHNOLOGY & TELECOMMU	2	135.14	N			
01-19790	SUMMIT MASONRY LLC	1	32.50	N			
01-19940	OVERDRIVE INC	1	941.61	N			
01-20850	DEARBORN LIFE INSURANCE C	1	4,080.16	N			
01-21570	CHESTERMAN CO	1	233.74	N			
01-21630	HD ARMS	1	3,067.20	N			
01-22100	SLACK AUTO SUPPLY LLC	1	193.99	N			
01-22200	KARESA NORQUEST	1	24.42	N			
01-22660	SPECTRUM ENTERPRISE	1	427.51	N			
01-22700	SPECTRUM BUSINESS	3	259.69	N			
01-23350	YORK PUBLIC SCHOOLS	1	2,327.82	N			
01-23610	MID-AMERICAN RESEARCHCHE	1	2,062.00	N			
01-23820	MACQUEEN EMERGENCY GROUP	1	473.91	N			
01-23980	BARB BOWMAN	1	150.00	N			
01-24030	EDWARD TJADEN	1	300.00	N			
01-24090	AXIA PAYMENTS	1	272.10	N			
01-24440	QUALITY SOUND & COMMUNICA	1	35.00	Y			
01-24680	YORK COUNTY EMA	1	6.00	N			
01-25080	DEARBORN NATIONAL-VOLFIR	1	235.60	N			
01-25740	TRITECH SOFTWARE SYSTEMS	1	3,088.59	N			
01-25820	MERCHANT SERVICES	1	3,604.43	N			
01-25870	YORK SPRINKLERSYSTEMS	2	2,322.96	N			
01-26030	WILLCO INC	1	1,632.00	N			
01-26330	QUICK MED CLAIMS	1	5,274.53	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-26810	ADVANTAGE ARCHIVESLLC	1	2,900.00	Y		
01-27190	EMERGENCY SERVICESMARKET	1	660.00	N		
01-27210	MIDWEST AUTO PARTS INC.	3	79.53	N		
01-27310	NICK'S FARM STORE	1	106.82	N		
01-27460	ESSENTIAL SCREENS	1	24.61	N		
01-27490	SUE CRAWFORD	1	70.00	N		
01-28000	FRANK BILLINGTON	1	75.00	N		
01-28030	JACOB STUTZMAN	1	89.21	Y		
01-28070	NE DEPT OF AGRICLTURE- CA	1	1,316.38	N		
01-28080	FIRST NATIONALCOMPANY	1	1,000.00	N		
01-28220	CENTRAL STATES TELECOM IN	1	190.00	N		
01-28230	STANDARD INS CO	1	2,806.92	N		
01-28380	FREEDOMREPAIR & MOTORSP	2	2,051.26	N		
01-28540	AMAZON BUSINESS	6	906.76	N		
01-28740	AARON ALVAREZ	1	75.00	N		
01-28750	ERIC DAVIS	1	75.00	N		
01-29530	PCM MAINTENANCE	1	1,096.12	N		
01-29540	GARCIA CHICOINEENTERPRIS	1	9,121.03	N		
*** REPORT TOTALS ***		260	520,620.77			
		Payroll	156,844.95			
		Total	677,465.72			

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	: 10/07/2022 THRU 10/20/2022	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

PRINT OPTIONS

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

CITY OF YORK
CASH BALANCES
for the Month of September 2022 - Preliminary (these numbers will change until after the audit in December)

Fund #	Fund	10/1/2021 Balance	Current Month Receipts	YTD Receipts	Current Month Disbursements	YTD Disbursements	Ending Balance
10-101	General	\$4,778,747.46	\$1,297,307.93	\$9,388,771.37	\$756,972.39	\$9,268,917.87	\$4,898,600.96
	Insurance Proceeds	\$0.00	\$2,000,000.00	\$2,000,000.00	\$1,857,110.54	\$1,857,110.54	\$142,889.46
	American Rescue Plan Act	\$694,322.93	\$0.00	\$694,322.93	\$107,474.83	\$243,668.18	\$1,144,977.68
10-102	Auditorium	\$0.00	\$14,546.33	\$144,197.01	\$7,688.89	\$120,050.85	\$24,146.16
10-103	Park	\$0.00	\$46,682.22	\$563,314.62	\$78,805.61	\$470,956.43	\$92,358.19
10-104	Police	\$0.00	\$188,441.31	\$2,266,000.13	\$160,809.09	\$2,064,248.81	\$201,751.32
10-105	Community Center	\$0.00	\$43,826.94	\$557,620.06	\$37,965.10	\$472,966.01	\$84,654.05
10-106	Aquatic Center	\$0.00	\$19,701.08	\$314,277.39	\$25,069.75	\$311,067.22	\$3,210.17
10-110	Senior Center	\$0.00	\$1,478.42	\$17,741.04	\$1,871.19	\$21,223.29	(\$3,482.25)
10-201	Convention Center	\$0.00	\$104,729.77	\$706,319.60	\$119,192.49	\$528,972.27	\$177,347.33
10-111	Ball Field	\$0.00	\$20,477.79	\$341,751.11	\$26,410.63	\$418,329.39	(\$76,578.28)
13	User Fees	\$16,710.00	\$0.00	\$3,735.00	\$626.93	\$1,266.31	\$19,178.69
22	Ambulance	\$42,650.00	\$141,006.83	\$1,912,393.42	\$105,219.11	\$1,552,344.29	\$402,699.13
22	Fire	\$0.00	\$51,627.85	\$554,910.90	\$86,539.39	\$485,532.21	\$69,378.69
24	Library	\$0.00	\$40,951.31	\$593,742.70	\$58,194.21	\$584,796.40	\$8,946.30
14-144	General Capital-Auditorium	\$41,077.26	\$39,413.95	\$39,413.95	\$80,700.00	\$80,491.21	\$0.00
14-145	General Capital-Comm Ctr	\$733,083.89	\$84,915.89	\$84,915.89	(\$91,861.60)	\$817,999.78	\$0.00
	General Balances	\$6,306,591.54	\$4,095,107.62	\$20,183,427.12	\$3,418,788.55	\$19,299,941.06	\$7,190,077.60
11	Keno	\$43,533.67	\$22.14	\$1,594.85	\$0.00	\$13,650.72	\$31,477.80
20	Aviation	\$499,417.67	\$66,028.46	\$431,802.52	\$79,245.89	\$398,932.03	\$532,288.16
20	Aviation - Federal Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31	Fire Pension	\$168,573.07	\$16,835.60	\$200,901.84	\$16,556.73	\$160,876.42	\$208,598.49
30	Police Pension	\$160,080.26	\$6,175.54	\$73,262.82	\$8,829.43	\$75,218.35	\$158,124.73
32	911 Surcharge	\$61,036.46	\$49.18	\$8,879.88	\$0.00	\$0.00	\$69,916.34
33	Health Insurance	\$1,493,990.17	\$140,792.63	\$1,466,205.78	\$78,214.36	\$1,540,902.79	\$1,419,293.16
	Total Tax Funds	\$8,733,222.84	\$4,325,011.17	\$22,366,074.81	\$3,601,634.96	\$21,489,521.37	\$9,609,776.28
50	Street	\$1,649,799.98	\$233,880.99	\$2,635,411.85	\$340,245.69	\$1,887,052.67	\$2,398,159.16
70	Landfill-Cash & Invest	\$2,074,322.58	\$247,974.73	\$6,157,428.21	\$127,821.29	\$2,186,293.99	\$6,045,456.80
	Landfill-Operations	\$112,807.75	\$100,743.92	\$1,969,663.03	\$100,743.92	\$1,969,663.03	\$112,807.75
	Landfill-Debt Service	\$0.00	\$27,077.37	\$216,618.96	\$0.00	\$29,195.88	\$187,423.08
78	Old Landfill Closure	\$12,051.70	\$20.72	\$56.34	\$0.00	\$0.00	\$12,108.04
79	Landfill Post Closure	\$2,455,332.72	\$4,360.09	\$92,873.71	\$0.00	\$0.00	\$2,548,206.43
	C&D Site Closure/Post Closu	\$173,091.82	\$326.77	\$17,885.03	\$0.00	\$0.00	\$190,976.85
75	Landfill Construction	(\$110,579.28)	\$0.00	\$0.00	\$520,988.67	\$2,043,842.17	(\$2,154,421.45)
	Total Non-Tax Funds	\$ 6,366,827.27	\$ 614,384.59	\$ 11,089,937.13	\$ 1,089,799.57	\$ 8,116,047.74	\$ 9,340,716.66
12	CDBG Revolving Loan	\$78,659.75	\$4,183.52	\$302,503.62	\$0.00	\$252,340.11	\$128,823.26
12	Housing Grant - Federal Func	(\$58,367.05)	(\$0.00)	\$46,895.88	\$0.00	\$11,141.21	(\$22,612.38)
12	Buy Rehab Sell	\$173,600.68	\$9.84	\$80,266.92	\$0.00	\$88,260.45	\$165,607.15
60	Federal Proj (Blackburn Br)	\$938,178.43	\$3,911.32	\$552,403.95	\$71,189.08	\$86,995.46	\$1,403,586.92
60	Shadow Brook Project	(\$14,374.68)	\$0.00	\$0.00	\$0.00	\$0.00	(\$14,374.68)
60	Concrete Panel/Asphalt Proj	\$0.00	\$0.00	\$5,150,000.00	\$45,931.19	\$1,054,176.87	\$4,095,823.13
19-192	Land Acq - Indust. Park	\$1,121,843.69	\$87,615.19	\$541,520.58	\$0.00	\$80,925.98	\$1,582,438.29
19-193	Land Acq - Right-of-ways	\$21,140.13	\$0.00	\$0.00	\$0.00	\$0.00	\$21,140.13
19-194	Land Acq - Parks	\$66,046.21	\$0.00	\$0.00	\$0.00	\$0.00	\$66,046.21
19-194	Council of Gov'ts CD's	\$32,976.14	\$0.00	\$0.00	\$25,568.22	\$32,976.14	\$0.00
16	Total Bond Funds	\$353,368.01	\$54,732.06	\$660,011.02	\$0.00	\$685,332.78	\$328,046.25
40	Total TIF Funds	\$475,757.01	\$54,610.68	\$142,127.69	\$54,328.70	\$219,728.20	\$398,156.50
	Total Misc. Funds	\$ 3,188,828.32	\$ 205,062.61	\$ 7,475,729.66	\$ 197,017.19	\$ 2,511,877.20	\$ 8,152,680.78
	Total All Funds	\$ 18,288,878.43	\$ 5,144,458.37	\$ 40,931,741.60	\$ 4,888,451.72	\$ 32,117,446.31	\$ 27,103,173.72

LB 357 Cash Available	(from Page 2)	\$2,014,834.99
Wastewater Cash Available	(from Page 3)	\$3,646,814.30
Water Cash Available	(from Page 3)	\$8,338,467.03
		<u>\$ 41,103,290.04</u>

City of York
LB 357 Funds Summary

	31-Aug-22	30-Sep-22
LB 357 Funds Allocation		
Cash Balance	\$15,422,904.57	\$15,569,656.46
Less: Quiet Zone	(\$1,496,028.97)	(\$1,496,028.97)
School-Owned Properties	(\$810,470.87)	(\$838,520.34)
Ball Field	(\$9,564,326.31)	(\$9,622,126.31)
City-Owned Properties	(\$1,434,295.26)	(\$1,598,145.85)
Total Cash Available	\$2,117,783.16	\$2,014,834.99
Less Restricted Funds		
Debt Service	(\$761,110.20)	(\$839,015.01)
Debt Service Reserve	\$0.00	\$0.00
Total Unallocated LB 357 Funds	\$1,356,672.96	\$1,175,819.98

City of York Public Works Summary

	31-Aug-22	30-Sep-22
Wastewater		
Cash Balance	\$3,529,600.20	\$3,646,814.30
Less: Construction Fund	\$0.00	\$0.00
 Total Cash Available	 \$3,529,600.20	 \$3,646,814.30
 Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	(\$391,791.81)	(\$514,955.44)
Debt Service Reserve	\$0.00	\$0.00
Renewal & Replacement	\$0.00	\$0.00
 Total Unrestricted Funds	 <u>\$3,137,808.39</u>	 <u>\$3,131,858.86</u>
 Water		
Cash Balance	\$7,507,920.35	\$7,588,808.21
Less: Construction Fund	(\$284,839.02)	(\$284,839.02)
Add: Farm Management Acct	\$949,191.92	\$1,034,497.84
 Total Cash Available	 \$8,172,273.25	 \$8,338,467.03
 Less Restricted Funds		
Operations	(\$108,577.00)	(\$108,577.00)
Debt Service	(\$128,398.04)	(\$189,407.82)
Debt Service Reserve	(\$266,768.69)	(\$266,768.69)
 Total Unrestricted Funds	 <u>\$7,668,529.52</u>	 <u>\$7,773,713.52</u>

City of York

for the Month of September 2022 - Preliminary (these numbers will change until after the audit in December)

Auditors Grouping	<u>Total Amount</u>	<u>Restricted or Assigned</u>	<u>Unrestricted</u>	<u>Notes</u>
10 General:				
General	\$4,898,600.96	24,296.26	\$4,874,304.70	Restricted - YCF (Parks, Police) and Museum Donations
Insurance Proceeds	\$142,889.46	\$142,889.46		Assigned for repairs needed due to 6/14/22 hail storm damage
ARP Act \$	\$1,144,977.68	\$1,144,977.68	\$0.00	Restricted grant money
Senior Center	(\$3,482.25)		(\$3,482.25)	
Police	\$201,751.32		\$201,751.32	
Community Center	\$84,654.05		\$84,654.05	
Park	\$92,358.19		\$92,358.19	
Auditorium	\$24,146.16		\$24,146.16	
Convention Center	\$177,347.33		\$177,347.33	
Aquatic Center	\$3,210.17		\$3,210.17	
Ball Park	(\$76,578.28)		(\$76,578.28)	
Total	\$6,689,874.79	\$1,312,163.40	\$5,377,711.39	
13 User Fees	\$19,178.69	\$19,178.69		Assigned
14 General Capital Projects	\$0.00	\$0.00		
22 Fire/EMS	\$472,077.82	\$43,134.23	\$428,943.59	Restricted - York Community Foundation
24 Library	\$8,946.30		\$8,946.30	
30 Police Pension	\$158,124.73		\$158,124.73	
31 Fire Pension	\$208,598.49		\$208,598.49	
Total General	\$7,556,800.82	\$1,374,476.32	\$6,182,324.50	
50 Street	\$2,398,159.16	\$2,398,159.16		
20 Aviation	\$532,288.16	\$532,288.16		Assigned
16 Debt Service	\$328,046.25	\$328,046.25		
15 LB 357	\$2,014,834.99	\$2,014,834.99		
60 Capital Projects	\$5,485,035.37	\$5,485,035.37		
12 CDBG	\$271,818.03	\$271,818.03		
11 Keno	\$31,477.80	\$31,477.80		
19 Sinking	\$1,669,624.63	\$0.00	\$1,669,624.63	
32 E911	\$69,916.34	\$69,916.34		
40 TIF	\$398,156.50	\$398,156.50		
Total Governmental	\$20,756,158.05	\$12,904,208.92	\$7,851,949.13	
70 Landfill:				
Landfill	\$6,045,456.80		\$6,045,456.80	
Landfill-Operations	\$112,807.75	\$112,807.75		Bond Requirements
Landfill-Debt Service	\$187,423.08	\$187,423.08		Bond Requirements
Old Landfill Closure	\$12,108.04	\$12,108.04		
Landfill Closure/Post	\$2,548,206.43	\$2,548,206.43		
C&D Site Closure/Post	\$190,976.85	\$190,976.85		
Construction	(\$2,154,421.45)		(\$2,154,421.45)	
Total Landfill	\$6,942,557.50	\$3,051,522.15	\$3,891,035.35	
80 Wastewater	\$3,646,814.30	\$514,955.44	\$3,131,858.86	Bond Requirements
90 Water	\$8,338,467.03	\$564,753.51	\$7,773,713.52	Bond Requirements
Total Enterprise	\$18,927,838.83	\$4,131,231.10	\$14,796,607.73	
33 Health Insurance	\$1,419,293.16	\$1,419,293.16		Assigned for insurance claims needs
Total City	\$41,103,290.04	\$18,454,733.18	\$22,648,556.86	

DEPARTMENT REPORTS

SEPTEMBER 2022

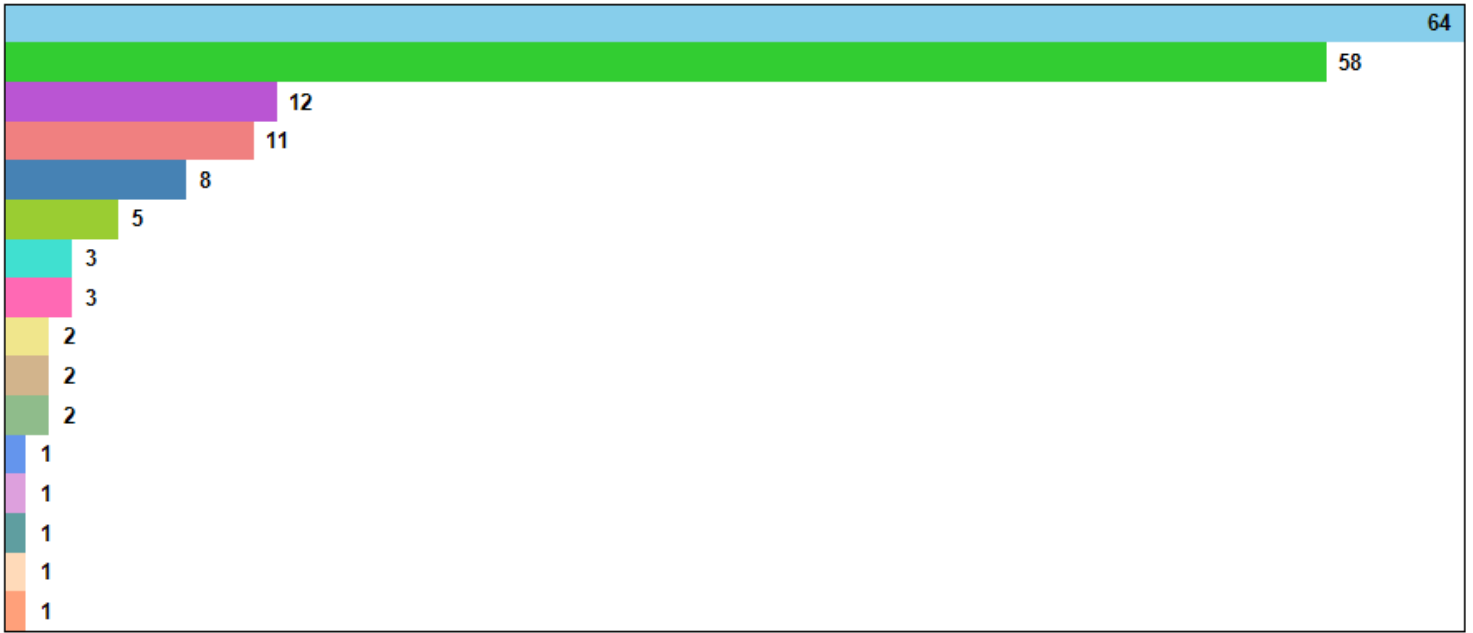
COMMUNITY CENTER
FIRE
KILGORE MEMORIAL LIBRARY
POLICE
PUBLIC WORKS

Community Center

Total Income (Unofficial): \$13,847.36

	CASH	CHECK	CREDIT	TOTAL	Center Admissions	Aud Admissions	FAC Admissions	Center Programs	FAC Programs	Center Rentals	Aud Rentals	Miscellaneous	Notes
TOTALS	\$1,605.00	\$6,469.96	\$5,772.40	\$13,847.36	\$7,091.36	\$0.00	\$212.00	\$1,869.00	\$0.00	\$730.00	\$3,945.00	\$0.00	

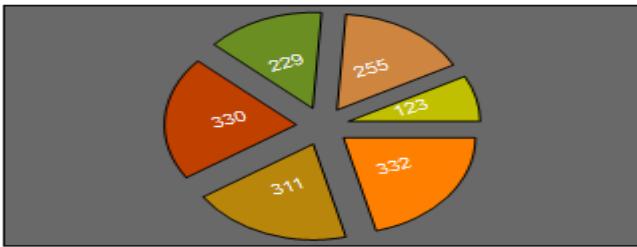
Total Memberships/Day Passes/Coupon Books Sold: 175



Adult Day Pass	Adult Month Membership	Adult 6 Month Membership	Youth/Senior Coupon Book
Youth/Senior Day Pass	Silver Sneakers Or Silver Sneakers Prime	Youth/Senior Month Membership	Youth/Senior 6 Month Membership
Family Annual Membership	Family 6 Month Membership	City Wellness Adult Month Membership	Adult Annual Membership
Youth/Senior Annual Membership	Joint Family Annual Membership	Family Month Membership	City Wellness Senior Annual Membership

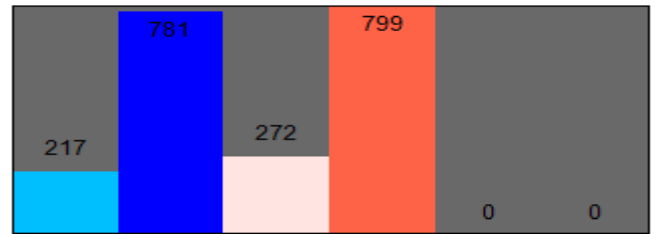
Total Membership Attendance: 1,580

By Day Of Week



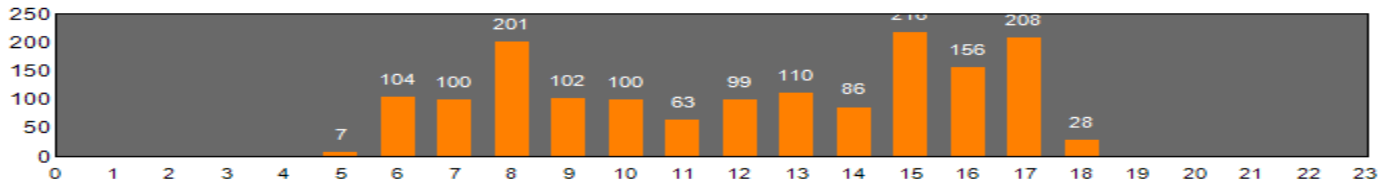
Friday	Wednesday	Monday	Saturday
Thursday	Tuesday		

By Gender



Male Clients	Female Checkins
Male Checkins	Unknown Clients
Female Clients	Unknown Checkins

By Hour of Day



Adult/Community/Youth Programs/Leagues:

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

The community programs/leagues in September included Story Walk and Bike at Night.

The youth programs/leagues in September included Sandbox Saturdays and Parents' Night Out.

There were 110 Community Center rentals/reservations in September for YPR programs/leagues (Adult Lap Swim, Adult Water Aerobics, Yoga, Senior Water Aerobics, and Parents' Night Out), YHS lifeguard class, YHS cross country aqua jogging, and party packages (birthday parties).

Auditorium

The Auditorium is closed for Open Rec until October. There were 86 Auditorium rentals/reservations in September for YPR programs/leagues (Pickleball Open Rec and Noon Ball), YU practices: men's basketball, women's basketball, and volleyball, YHS band preparation for Yorkfest, a birthday party, and a funeral family gathering.

Parks

There were 10 East Hill Park rentals/reservations in September for YPR programs (Sandbox Saturdays & Yorkfest Coed 6's Sand Volleyball Tournament), YHS boys' tennis JV/V duals, V invitationals, and V triangular, a gathering, and a family reunion.

There were 9 Harrison Park rentals/reservations in September for YHS boys' tennis JV/V duals, V invitationals, and V triangular and a YPR league (Pickleball).

Family Aquatic Center

There were no FAC rentals/reservations in September due to the end of season closure in August.

Ballpark Complex

There were 10 Levitt Stadium field rentals/reservations in September for YMS football games and YHS JV football games, freshmen football games, V football games.

There were 6 Beaver Creek field rentals/reservations in September for a YPR program (Bike at Night) and York Dukes youth football practices and games.

There were 4 Miller Park field rentals/reservations in September for a YPR league (Coed Softball).

There was 1 Ballpark Complex batting cage rental/reservation in September for a Nebraska Prime Fastpitch softball practice.

There were 123 Ballpark Complex field rentals/reservations in September for YU baseball practices, YHS softball practices and JV/V games, YU softball practices and scrimmages, Nebraska Prime Fastpitch softball games, and a softball tournament.

Total Income (Unofficial): \$6,405.46

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Miller Concessions	Rental Fees	Player Fees		RV Fees	Split % w/	Notes
TOTALS	\$3,351.25	\$2,006.46	\$1,047.75	\$6,405.46	\$6,035.46	\$50.00	\$0.00	\$0.00	\$0.00	\$320.00	\$1,386.00	YHS

Supply Works

Community Center	327.64
Auditorium	183.71
Library	148.99
City Office	163.23
Police Dept.	71.54
Garage	69.44
Fire Dept.	298.23
Total:	1262.78

Report Completed by Cheree Folts, Director of Parks and Recreation on 10/17/22.



Fire Department
815 N. Grant Ave.
York, NE 68467

York Fire Department September 2022 Monthly Report

The York Fire Department responded to 143 calls for service in September of 2022. We had 106-911 calls for EMS. 26 transfers to hospitals for higher care. While September wasn't a record setting month our hospital-to-hospital transfers were busy. We did 2 football standbys. On the fire side we responded to 11 fire calls. 5 of these were automatic fire alarms. We had 1 vehicle fire with slight damage, a gas leak, a grass fire, and a small cooking fire.

The Fire Chief attended the annual York Fire District meeting held September 8th. I discussed with them the new vehicle purchases the City of York has made. We also talked about the new fire station. The adding of personnel to 2 shifts. We went through the update we are doing to their grass rig. I recommended that this rural board replace one of the tankers they have had since 1997. I received a phone call from the rural board president that they approved York Fire to begin looking for a demo water tanker. We have started this process.

On Saturday the 10th York Fire Department served up the annual York fest pancake feed. While donations were down a touch, we did feed a lot of people. It was good like always.

On September 15th the Fire Chief attended the Local Emergency Planning Committee meeting held at the York County Courthouse. We discussed the training we had a Green Plains Ethanol. We looked at the annual BNSF hazardous material report. We welcomed a new representative from Collins Aerospace. Gary briefed us on a new industry being built just west of Utica on HWY 34. This business will process chicken waste.

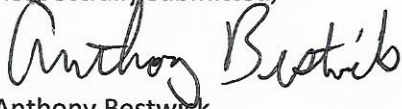
On September 21st the City Administrator, 3 City Council people, and myself toured the new Columbus Fire Station. We had access to all areas. It is a very impressive fire station with a lot of the same things we will have to have here. They just recently switched to a paid reserve status for their volunteers. One of the main themes of the tour was build bigger than you think. The Columbus Fire Captain that gave us the tour mentioned that they wish they had more personnel bedrooms already.

We had 2 volunteers do a standby for the homecoming bonfire held at YHS. The Fire Chief also meet with the Red Cross Disaster Program Manager. We discussed our smoke detector program and hands only CPR. We will be installing smoke detectors donated to us by the Red Cross.

Training for the month included the end of the training academy that we had been working on for a couple months. We had 8 career and volunteer FF's successfully complete this training. On the 13th we

did a class on ambulance operations. 2 members of York Fire attended the Nebraska Emergency Management training on disaster recovery at the Holthus CC on the 19th. The 20th we did our required Zoom training on sickness and seizures. We had our annual pipeline class on the 20th. Non-EMS personnel did a training on packaging and assisting with patient vitals. We had a career meeting on the 28th. Reason being we had not had one in a while and we wanted to go through a short IV pump with antibiotic class and another short class on Fire Core on data entry. We then went through some new protocols recommended by the state of Nebraska H and HS. To end the months training Captain Quick and myself taught a rural water supply/tanker operations class. Our reserve engine was setup at the Holthus CC and the tanker dropped their dump tank and returned to a fire hydrant and refilled. In the meantime, the engine went through drafting procedures and hose line operations.

Respectfully submitted,

A handwritten signature in black ink that reads "Anthony Bestwick". The signature is written in a cursive, flowing style.

Anthony Bestwick
York Fire Chief

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

1. The Kent Bedient Gallery and the Elmer Baker Display Case are hosting a display of items and information provided by six local manufacturing firms in York County. This display was put together through the York County Development Corporation office.
2. Story Time with Mrs. B. (Carol Baker) is happening on Fridays through the fall season at 10:30 am. October 7 this event was held on a YHS School Bus and October 14 the York Fire Department was at the library with a Fireman and Fire Truck!
3. The Altered Book Club, led by library staff member, Janey Due, will meet on October 24 this month. The craft they will be creating is a table or shelf decoration with books and fall foliage.
4. The Saturday morning Lego Club continues to meet this fall. Stop in any Saturday at 10 am to learn more.
5. The Friends of the Library have purchased additional gaming equipment to support the efforts of library staff member, Tyler Nelsen, and a volunteer to grow an interest in this popular style of technology. Library staff members, Carol Baker and Deb Robertson, met with YMS Boost staff and the York University e-Sports coach to explore possibilities of partnering with the events each of us host. There is a continued interest by the library staff to grow a career pathway exploration event to showcase the variety of professional vocations involved in the area of gaming.
6. Tyler Nelson partnered with the YMS Boost staff to host students for an open gaming event during Story Time on a no-school day. While the Middle School students were gaming, the preschoolers enjoyed Story Time on the bus!
7. Tyler has scheduled open gaming for anyone over age 10 on Saturday, October 22. There is a tournament scheduled for anyone interested in joining this group on October 29. Registration for this event is open at <https://libraries.ne.gov/york/elementor-5486/>.
8. Our IT staff have been working with a volunteer to pull network cables in preparation for installation of three additional security cameras needed in and outside of the library.
9. Three staff attended the Nebraska Library Association annual conference on October 5 and 6. Carol Baker, Rachel Mayfield and Kathryn Karabel traveled to Kearney for this event.
10. Rachel Mayfield is currently working on the second course for an advanced cataloging certification from the Library Juice Academy. This training was funded by a grant from the Nebraska Library Commission.

Respectfully submitted by,



Debora Robertson
Director, Kilgore Memorial Library

LIBRARY DATA AT A GLANCE

Data Type	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	March 2022	April 2022	May 2022	June 2022	July 2022	Aug 2022	Sept 2022	Year to Date
Added to Physical Collections	358	260	368	75	445	288	319	281	319	326	319	375	3733
Added to E-Book Collections	873	474	491	430	420	673	672	395	592	461	364	611	6456
Physical item circulation	5,088	4,994	4,679	4,863	4,820	5,103	4,862	5,543	6,513	6,142	5,986	5,032	63625
E-books Circulations	1,322	1,384	1,349	1,543	1,262	1,402	1,359	1,475	1,513	1,664	1,599	1,490	17362
New Patrons	28	27	26	23	25	44	32	32	64	46	32	43	422
Public Computer logins	531	508	391	582	534	620	479	485	665	827	633	594	6849
Door Count	3,085	2,652	3,379	2,595	2,954	2,771	2,716	3,065	3,698	3,070	3,288	3,375	36648
Website visits	2,073	4,204	9,734	3908	1,877	2,212	1,713	1,784	1,699	2,118	1,871	2,093	35286
Meeting Room Use	510	453	372	280	333	436	578	250	610	522	377	518	5239

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

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

POLICE DEPARTMENT MONTH END REPORT

September 2022

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

Accidents calls in total	26
Cases	12
CFS only	14
Property damage accidents	16
Hit & run accidents	7
Personal injury accidents (persons injured – 3)	3
Fatality accidents	0
Number of vehicles involved in accidents	47

Total Mileage patrolled	8284
(800-- 484; 802 – 361; 803 –2951; 804 – N/A;	
805 --1178; 806 –2734; 808 – 576;)	

Total Calls for Service (CFS)	718
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Tickets Issued—(T-traffic/ P-parking/ A-animal/ H-notification-health)

T-Citations –12; P-Citations – ;
T-Warnings –2; P-Warnings -5-; A-Warnings –39; H-Warnings -0;
P-Non-moving Violation--1; Defects— 5; H-Notifications -- 0;
Verbal Warnings (all) --126;

Health/Vegetation CFS	36
Animal CFS-dog bite	48
Parking related CFS	18
Extra/Special Services-(Escorts ; Other chks ; Aid ; Patrol)	27
School checks	7
Welfare Checks	29
Alarms (Business/Residential)	15
Traffic related CFS (Stops-153; Offenses-13; Mot. Asst-9).	175
Juvenile involved CFS (juv-runaway/missing/kidnapping-abduction).	23
HHS/Child Abuse/Neglect- Adult Protective Services	15
Assaults/Sexual Assaults reports/investigated	5
Disturbance/Disorderly Conduct CFS	29
Vandalism (Criminal Mischief) reported/investigated.	7
Forgery/Fraud reported/investigated	8
Burglary/Robbery reported/investigated	3
Larceny (Theft-Motor Veh) reported/investigated	20
Criminal Offenses (Cases Made)	62
-Citations in lieu of Arrest.	7
-Arrests	19



DEPARTMENT OF PUBLIC WORKS

MONTHLY REPORT

September — 2022

STREET DEPARTMENT

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

Street		Airport		Park	4	Fire	
Police		Landfill		Wastewater	6	Water	

The street sweeper operated 32.5 hours in September, during which time 68 miles were swept and 20 cubic yards of material were removed from the city streets.

*The street sweeper was being serviced half of the month

Other major labor activities included:

Job	Hours
General maintenance	282
Right-of-way maintenance	53
Gravel street/alley maintenance	74
Snow removal	0
Mowing/weed control	86
Tree/shrub maintenance	56
Paved surface maintenance	190
Equipment services	8
Sidewalk repair	0
Traffic signing/signal installation/repair	17
Shop cleaning	6
Storm sewer repair	0
Property maintenance	14
Trash removal	6
Building maintenance	5
Lane & curb paint	4
TOTAL	801

PARK DEPARTMENT

Park personnel performed the following activities:

Job	Hours
Trash removal	83
Restroom cleaning	51
Property maintenance	219
Mowing/weed control	241
Tree/shrub maintenance	0
Building maintenance	9
Ball field maintenance	135
Playground equipment maintenance	0
General maintenance	13
TOTAL	751

FAMILY AQUATIC CENTER

Park personnel performed the following activities:

Job	Hours
System maintenance	0
Mowing/weed control	4
Building maintenance	0
Property maintenance	0
TOTAL	4

WASTEWATER TREATMENT PLANT

Plant operation for August and the comparison figures for September of last year:

	Last Month	2022	2021	Units
Total flow	30,924,895	27,945,961	29,895,175	gallons
Average flow/day	997,577	931,532	996,505	gallons
Average flow/person	125	116	125	gallons
Grit and screenings to landfill	26.64	53.06	141.28	tons
Bio solids wasted	1.017267	0.865878	1.327583	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	160
Laboratory testing	68
Sludge removal	5
Equipment maintenance	137
Building maintenance	8
Sewer system maintenance	31
Property maintenance	94
One-call locates	11
Mow & weed control	15
Pump & well maintenance	12
TOTAL	541

WATER DEPARTMENT

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

	Last Month	2022	2021	Unit
Total water pumped	66,485,000	54,496,000	48,880,000	gallons
Total water billed	67,033,260	40,574,827	37,349,745	gallons
Average use per day	2,144,677	1,757,935	1,629,333	gallons
Average use per person	268	220	204	gallons
Total electricity used	110,412	91,576	78,102	kW
Pumps yield	602	595	626	gallons/kW
Peak pumping date	3 rd	30 th	27 th	
Peak amount	2,785,000	2,255,000	2,479,000	gallons

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

	2022	2021
Water bills	1,757	1,730
Sewer bills	1,664	1,646
New taps	¾" taps- 1, 1" taps- 0	0
Service leaks	0	1
Main leaks	0	0
Diggers Hotline calls	149	122

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	25
Meter reading	29
Meter maintenance	0
Pump/well maintenance	0
Final notice collection	6
Distribution maintenance	263
One-call locates	32
Property maintenance	3
General maintenance	2
Mow & weed control	6
TOTAL	366

SOLID WASTE RECEIVING CENTER AND LANDFILL

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

	2022		2021	
	Trips	Tons	Trips	Tons
Landfill	803	2705.46	707	2259.05
C & D	940	2992.33	112	312.71
Transfer Station	174	35.94	134	31.96
Brush Pile	81	25.65	92	30.57
Tire Pile	2	0.00	7	0.00
Metal Roll-off	6	0.00	12	0.00
Recyclables	0	0.00	1	0.00
Total	2006	5759.38	1065	2634.29

Revenue collected during September totaled \$244,576.25. The same period last year totaled \$156,835.19.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	181
Landfill Equipment	542
Wind screen & litter control	0
Recycling Act	0
Mow & weed control	5
TOTAL	728

AIRPORT

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	84
Building maintenance	0
Mowing/weed control	0
TOTAL	84

LIBRARY

Public Works personnel performed the following activities:

Job	Hours
Property maintenance	12
Building maintenance	0
Mowing/weed control	0
Sidewalk repair	6
TOTAL	18

SUMMARY BY DEPARTMENT

Department	Hours	Percentage	Full Time Equivalent
Street	801	25	5
Parks/FAC	755	23	4.7
Landfill	728	22	4.6
Wastewater	541	16	3.4
Water	366	11	2.3
Airport	84	3	0.5
Library	18	0	0.11
TOTAL	3293	100	20.61

BUILDING INSPECTIONS AND PERMITS

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

Inspections:	2022	2021	Permits Issued:	2022	2021
Building	292	37	Building	393	27
Electrical	24	29	Electrical	10	5
Plumbing	8	21	Plumbing	3	3
Mechanical	18	11	Mechanical	17	9
Nuisance	0	7	Curb/Street	3	1
Total	342	105	Total	426	45

426 permits were issued in September for a value of \$7,569,669.69, which brings the total for the year to \$39,479,290.34. (See attached.)

Permits of note issued:

• Wes Williamsen	Reroof	\$762,898.74
• John Kohl Auto	Reroof	\$429,380.30
• John Kohl Car Wash	Reroof	\$130,034.69
• T & E Investments	Reroof, gutters, EIFS	\$112,400.00
• CDB Investments	New Office Building	\$400,000.00
• Hampton Inn	Reroof	\$190,000.00
• Columbus Rescue Mission	Reroof, reside, windows	\$120,000.00

BOARD OF PUBLIC WORKS

The Board of Public Works met September 13, 2022. Minutes of the meeting are attached.

Board of Public Works
September 13, 2022 4:00 PM
City Administrator's Office

Attendance taken at 4:00 P.M.

Present Board Members:

Bill Williamsen
Matt Leif
Kenny Ekeler
Carston Staehr

Absent:

Marlowe Wall
James Paul, Director of Public Works

Also Present:

Rob Schmidt, Public Works Foreman

1. Agenda

2. Roll Call

3. Review Minutes of Last Meeting

Motion Passed: Minutes of the July meeting passed with a motion by Kenny Ekeler and a second by Bill Williamsen.

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

4. Farm Management Report

Motion Passed: The July Farm Management Report passed with a motion by Bill Williamsen and a second by Kenny Ekeler.

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

Motion Passed: The August Farm Management Report passed with a motion by Bill Williamsen and a second by Kenny Ekeler.

Marlowe Wall	Absent
Matt Leif	Yes
Bill Williamsen	Yes

Kenny Ekeler Yes
Carston Staehr Yes

5. Wastewater Financial Reports

Motion Passed: The July Wastewater Financial Report passed with a motion by Kenny Ekeler and a second by Matt Leif.

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

Motion Passed: The August Wastewater Financial Report passed with a motion by Bill Williamsen and a second by Kenny Ekeler.

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

6. Water Financial Reports

Motion Passed: The July Water Financial Report passed with a motion by Bill Williamsen and a second by Kenny Ekeler.

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

Motion Passed: The August Water Financial Report passed with a motion by Matt Leif and a second by Bill Williamsen.

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

7. Wastewater Claims

Motion Passed: The July Wastewater Claims passed with a motion by Kenny Ekeler and a second by Bill Williamsen.

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

Carston Staehr Yes

Motion Passed: The August Wastewater Claims passed with a motion by Bill Williamsen and a second by Kenny Ekeler.

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

8. Water Claims

Motion Passed: The July Water Claims passed with a motion by Kenny Ekeler and a second by Bill Williamsen.

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

Motion Passed: The August Water Claims passed with a motion by Kenny Ekeler and a second by Matt Leif.

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

9. Director of Public Works Report

Motion Passed: The July Director of Public Works Report passed with a motion by Bill Williamsen and a second by Kenny Ekeler.

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

Motion Passed: The August Director of Public Works Report passed with a motion by Bill Matt Leif and a second by Carston Staehr.

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

Meeting adjourned at 4:18 P.M.

Megan Makovicka

Building Permits issued in September 2022

04-Oct-22

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
99234	David Leduc	5 Arbor Hts		Reroof	19,500.00
99233	Gary Zoubek	1530 Duke Dr.		Reroof	17,000.00
99389	Morris Weyers	512 N Michigan Ave		Reroof	8,100.00
99388	Waylon Delong	415 W 8th St		Reroof	9,810.00
99387	Krystal Suhr	1727 N Platte Ave		Reroof	8,169.00
99386	Toyshop LLC	100 E 5th St		Sign	1,000.00
99385	Toyshop LLC	100 E 5th St		Sign	5,000.00
99382	Gary Heironymus	216 W 19th St		Reroof, reside	20,000.00
99383	James Shufeldt	1505 Kennedy Dr		Reroof	20,000.00
99384	Ronald Kretz	808 N East Ave		Reroof, siding repairs	29,050.00
99373	Jason Ready	624 Beaver Ave		Reroof	12,000.00
99370	Jason Gonnerman	207 N Platte Ave		Reroof	6,000.00
99315	Caleb Magner	413 N Iowa Ave		Reroof, gutters	2,514.00
99371	Trent Colle	424 N Blackburn Ave		Reroof, gutters	6,000.00
99372	Dale Schoening	452 Florida Ct		Reroof	11,700.00
99374	Jim Senff	703 N Delaware Ave		Reroof	9,200.00
99377	Jim Beins	1305 E 8th St		Reroof	12,000.00
99375	John Coon	715 N Burlington Ave		Reroof	9,300.00
99376	Timothy Taylor	1016 N York Ave		Reroof	11,000.00
99379	Megan Brown	1806 E 14th St		Reroof	3,935.00
99365	Brad Morner	707 Nicholas Cir		Reroof	17,000.00
99366	Brad Morner	706 Nicholas Cir		Reroof	7,000.00

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
99364	Brad Morner	708 Nicholas Cir		Reroof	7,000.00
99362	Brad Morner	716 Nicholas Cir		Reroof	7,000.00
99361	Julie Naber	709 Nicholas Cir		Reroof	7,000.00
99360	Wilma Richert	710 Nicholas Cir		Reroof	7,000.00
99359	Daniel Otoupal	711 Nicholas Cir		Reroof	7,000.00
99358	Vivienne Nielson	712 Nicholas Cir		Reroof	7,000.00
99357	Robert Woodruff	718 Nicholas Cir		Reroof	7,000.00
99356	Wayne Moore	720 Nicholas Cir		Reroof	7,000.00
99355	Sandra Lautenschlager	722 Nicholas Cir		Reroof	7,000.00
99354	Bob Murphy	703 Nicholas Cir		Reroof	7,000.00
99353	Karran Estates	702/704 Nicholas Cir		Reroof	7,000.00
99352	K-Creek Farms	701 Nicholas Cir		Reroof	7,000.00
99349	Nic Pettygrove	18 Country Club Hts		Driveway addition, shed	5,000.00
99351	Bill Hoffmann	1704 E 10th St		Reroof	8,000.00
99350	Avie Veldkamp	519 N East Ave		Reroof	12,000.00
99342	Slack Auto Supply	817 N Lincoln Ave		Sign	
99348	Arnold Gabel	2135 E 15th St		Reroof	4,800.00
99347	Niewedde & Wiens	122 W 8th St		Reroof	40,000.00
99346	Albert Sleddens	1401 E Lawn Plaza Dr		Reroof, gutters	9,000.00
99345	Rosalynne Scheinost	2022 Kentucky Dr		Reroof, reside, gutters	18,000.00
99344	Joshua Dunham	418 N Michigan Ave		Reroof, gutters	14,000.00
99343	Bobby Volkmer	718 W 10th St		Reroof	6,800.00
99339	Ryan Hulse	219 W 19th St		Reroof	7,600.00
99340	Heather Hultgrien	620 E 6th St		Reroof	16,215.00

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
99341	Ken Ekeler	10 Arbor Hts		Reroof, reside, gutters	17,288.00
99338	Wes Williamsen	2711 Enterprise Ave		Reroof	762,898.74
99337	Julie Johnson	818 N Nebraska Ave		Reroof	11,600.00
99336	Dean Hamling	651 W 8th St		Reroof	12,894.55
99394	Ray Dunn	206 Ash Ave		Reroof	24,000.00
99395	Scott Koch	1504 N Ohio Ave		Reroof	20,600.00
99396	Justin Hall	26 Eastridge Dr S		Reroof	9,700.00
99392	Dale Charlton	815 N Nebraska Ave		Reroof	4,446.00
99393	Carrie Remmers	7 Eastridge Dr N		Reroof, reside	3,697.00
99391	Allan Houtwed	33 Eastridge Dr N		Fence	16,942.00
99334	Melissa Strong	1116 N Iowa Ave		Reroof	9,907.04
99333	Bernard Freeouf	1424 N Maine Ave		Reroof	16,000.00
99317	Dan Goodwin	429 S Paradise Ln		Reroof	33,000.00
99320	John Kohl Auto	3516 S Lincoln Ave		Reroof	429,380.30
99319	John Kohl Car Wash	3502 Broadwell Ave		Reroof	130,034.69
99369	Larry Chalup	155 S York Ave		New Garage	30,000.00
99368	T & E Investments LLC	3815 S Lincoln Ave		Reroof, gutters & EIFS	112,400.00
99326	Drew Woodburn	648 E 6th St		Reroof, gutters	31,364.00
99332	Jane Jackson	911 Country Club Ave		Reroof	15,000.00
99331	Assembly of God Church	1522 S Grant Ave		Reroof	45,000.00
99330	Robert Sanner	816 N Grant Ave		Reroof	10,000.00
99329	Emma Dickey	1806 N East Ave		Reroof	12,000.00
99328	Laura Johnson	9 Belmont Dr		Reroof	9,000.00
99325	Janice Taylor	40 Eastridge Dr N		Reroof, gutters	20,485.00

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
99324	Justin Carver	623 E 7th St		Reroof, reside & gutters	13,485.00
99323	Chris Rempe	914 N Wisconsin Ave		Reroof	15,815.00
99321	Ed Cramer	526 N College Ave		Reroof, reside, gutters	23,945.00
99318	Scott Lamberty	518 N Delaware Ave		Reroof, gutters	10,000.00
99314	Irva Ott	1511 E Lawn Plaza Dr		Reroof	8,900.00
99313	Dale Holthusen	724 W Walnut		Reroof	8,500.00
99312	Erik Petersen	722 W Walnut		Reroof	11,900.00
99311	Alexa O'Donnell	709 N East Ave		Reroof, gutters, siding	4,830.00
99310	Patsy Haggadone	318 E 5th St		Reroof	19,200.00
99309	Danielle Murphy	1205 Kiplinger Ave		Reroof	8,400.00
99308	Ease Inc	914 S Cowan Ave		Reroof	8,700.00
99306	Sandra Brumbaugh	2217 N Nebraska Ave		Reroof, gutters	13,000.00
99305	Art Phillips	625 E 8th St		Reroof	8,100.00
99304	Bill Grenfell	1630 Clearview Blvd		Reroof	15,600.00
99303	Deb Robotham	203 N Blackburn Ave		Reroof	11,000.00
99302	John Pieper	815 Elmer Ave		Reroof	20,000.00
99301	Joan Suddarth	4 Country Club Hts		Reroof	8,800.00
99300	Donna Ellis	18 Arbor Hts		Reroof	14,200.00
99299	Jean Gibb	222 W 19th St		Reroof	16,700.00
99297	Marilyn Brown	2025 Kansas Dr		Reroof, windows	8,827.00
99296	Johnna Williams	402 S Blackburn Ave		Reroof, gutters	15,000.00
99295	First Luthern Church	1211 E 14th St		Reroof	46,500.00
99294	Jim Sprague	907 E 8th St		Reroof	12,000.00
99293	Betty Free	644 W 4th St		Reroof	11,000.00

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
99292	Ryan Alt	1528 N Ohio Ave		Reroof	15,400.00
99291	Ernie Harris	205 N College Ave		Reroof	12,000.00
99290	Stephen Lord	1008 N Grant Ave		Reroof	10,800.00
99283	Four Princesses	717 E 7th St		Reroof, gutters	10,000.00
99288	BEMAA	629 W 4th St		Reroof, gutters, siding	10,000.00
99287	BEMAA	214 W 19th St		Reroof, gutters, siding	10,000.00
99286	BEMAA	1410 N Delaware Ave		Reroof, gutters	11,000.00
99285	BEMAA	1422 N Delaware Ave		Reroof, gutters, siding	12,000.00
99284	BEMAA	223 E 10th St		Reroof	8,000.00
99282	BEMAA	904 E 12th St		Reroof, gutters	11,000.00
99281	BEMAA	842 S Country Club Dr		Reroof, gutters, siding	15,000.00
99280	Brett Olmsted	1215 N Ohio Ave		Reroof, reside, gutters	13,000.00
99279	Arik Olson	308 N Burlington Ave		Reroof, reside, gutters	16,000.00
99278	Jared Kava	128 S Michigan Ave		Reroof, gutters	13,000.00
99277	Ben Gdowski	314 Thompson Ave		Reroof, reside, gutters	40,000.00
99276	Margo Mlady Cole	921 N Beaver Ave		Reroof, gutters	16,000.00
99275	Vicky Stilwell	1415 E Lawn Plaza Dr		Reroof, gutters	18,000.00
99274	Brian Gocke	1015 Road M		Reroof	8,800.00
99272	Terry Huff	923 Woodcrest Ct		Reroof, gutters	10,500.00
99270	Kent Rauert	709 E 7th St		Reroof, gutters, siding, repair existin	15,000.00
99269	Marcus Ruhl	1304 N Michigan		Fence repair	2,379.30
99268	Greenwood Cemetery	1000 W 8th St		Reroof, gutters, siding	15,000.00
99267	Collin Demuth	1304 Road L		Reroof, gutters, siding	15,000.00
99266	Nick Pieper	1521 N Maine Ave		Reroof, gutters	10,000.00

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
99265	Rosie Kopcho	905 W 8th St		Reroof, gutters	10,000.00
99264	Tim Lewis	1313 N Iowa Ave		Reroof, gutters	8,000.00
99263	Wally Byrne	1420 Kennedy Dr		Reroof, gutters	10,000.00
99271	Pauline Johnson	1418 E Lawn Plaza Dr		Fence repair	1,604.71
99273	Mark Michels	1428 N Florida Ave		Fence replacement	11,438.27
99298	Valinda Luttig	2125 N Nebraska Ave		Reroof, gutters, reside	15,000.00
99231	Tim Shellington	1101 N East Ave		Replacing deck	1,800.00
99261	WM Newman	1618 N Grant Ave		Reroof, window	20,000.00
99260	Jeremy Tonniges	808 Country Club Ave		Replace deck	20,000.00
99262	Manuel Rodriguez	405 N Burlington Ave		Reroof	10,000.00
99255	Dave Hamling	1327 N Maine Ave		Reroof, reside	23,000.00
99258	Gordon Steffen	160 N Blackburn Ave		Reroof	6,800.00
99257	Stan Schultz	659 E 9th St		Addition	30,000.00
99256	Jamie Johnson	10 Quail Cove West		Reroof, gutters, siding	37,618.00
99239	Bobby Volkmer	2009 N Nebraska Ave		Reroof	4,800.00
99240	Oscar Marin	1109 N Burlington Ave		Reroof	5,500.00
99241	Oscar Marin	652 W 6th St		Reroof	5,300.00
99246	Abelardo's	1806 N Lincoln Ave		Sign	6,500.00
99242	Mark Dunham	1219 N Grant Ave		Reroof, reside	43,429.85
99243	Perry Valcours	1920 N Lincoln Ave		Reroof, reside, shed	3,000.00
99237	Jeff Culotta	615 N York Ave		Reroof, reside	19,000.00
99252	Karen Berger	20 Fairview Dr		Reroof	11,000.00
99253	Mike Lucas	1506 Kennedy Dr		Reroof	13,000.00
99254	JayDee Scamehorn	1605 Meadow Lane		Reroof	9,000.00

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99247	Daniel Roberts	1314 Raell Dr		Reroof	11,000.00
99248	Kunze Properties	416/420 E 8th St		Reroof	18,000.00
99249	Scott Niemann	96 Ash Ave		Reroof	13,900.00
99250	Beverly Bornschlegl	822 W Nobes Rd		Reroof	8,000.00
99251	Curtis Forsch	1815 Paradise Pond View		Reroof	31,500.00
99238	Dave Peters	616 Kingsley Ave		Reroof	15,000.00
99416	Betty Heiden	1605 E 5th St		Reroof, gutters, siding	15,000.00
99417	Janelle Taylor	912 Valley View Ct		Reroof	8,000.00
99418	David Becker	1220 N Blackburn Ave		Reroof, gutters	10,800.00
99419	Heather Becker	124 McKaig Ave		Reroof, gutters, siding	14,400.00
99420	Kirk Tesar	1223 N Blackburn Ave		Reroof	9,000.00
99421	David Hying	1412 N Ohio Ave		Reroof	9,250.00
99422	Quintin Teegerstrom	330 Regency Dr		Reroof	19,300.00
99423	Quintin Teegerstrom	728 N Delaware Ave		Reroof	13,600.00
99424	Ben Garrett	611 N Beaver Ave		Reroof	16,400.00
99425	Sheila Tandy	825 N Florida Ave		Reroof	17,800.00
99426	Mike Miller	806 Florida Ave		Reroof	11,443.00
99427	Mark Flynt	814 N Delaware Ave		Reroof	8,772.12
99415	Brent Brown	59 S Grant Ave		Reroof, kitchen remodel	25,000.00
99414	Troutman Properties	636 W 4th St		Reroof, partial reside	6,800.00
99413	Troutman Properties	2000 N Lincoln Ave		Reroof	6,300.00
99411	Jared Jacobsen	407 S Paradise Ln		Reroof	25,000.00
99407	Stan Green	623 E 10th St		Reroof	5,218.00
99397	Jake Nugen	1127 N Nebraska Ave		Reroof, reside	16,000.00

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99398	Paula Miller	1921 N Grant Ave		Reroof	5,977.00
99399	Elaine Lichtenberg	516 E 7th St		Reroof	4,328.00
99400	Matt Montgomery	1706 Duke Cir		Reroof	12,685.00
99401	Larry Franssen	502 Thompson Ave		Reroof	7,496.00
99402	Allen Snider	535 W 6th St		Reroof	11,838.00
99403	Karl Sherman	1216 N Iowa		Reroof	14,700.00
99404	Chris Pohl	1419 N Ohio Ave		Reroof	11,500.00
99405	Trent Jensen	720 N Delaware Ave		Reroof	14,500.00
99406	Leo Kloewer	938 E 5th St		Reroof	14,500.00
99436	Mike Kleinschmidt	630 W 4th St		Reroof	7,000.00
99435	Delores Bailey	1621 E 5th St		Reroof, reside, gutters	15,392.01
99434	DonRox LLC	800 E 7th St		Reroof	9,887.56
99433	Ronald Haarmann	1422 Raell Dr		Reroof	13,200.00
99429	Kirby Wuebbecke	620 E 10th St		Reroof	13,000.00
99428	Kirby Wuebbecke	2105 N Lincoln Ave		Reroof	13,000.00
99452	Lorinda Bruning	1308 Pennsylvania Ave		Reroof, gutters & siding	23,982.01
99449	Kayla Reis	820 N Alice Ave		Reroof, gutters	15,000.00
99450	Scott Wiemer	305 College Ave		Reroof	13,516.00
99445	Stan Klute	936 N Florida Ave		Reroof	14,000.00
99446	Sherry Reetz	926 Hutchins Ave		Reroof	6,700.00
99447	Darwin Petersen	816 N Delaware Ave		Reroof	11,300.00
99444	R & E Inc	216 N College Ave		Reroof	12,000.00
99443	CDB Investments	1719 N Lincoln Ave		New Office Building	400,000.00
99437	Marcelino Garcia	928 N Iowa Ave		Concrete pad addition & enlarge dri	16,000.00

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99442	Brien Alley	820 N East Ave	Reroof, reside, gutters	13,500.00
99441	Mary Hayden	636 E 10th St	Reroof, gutters	13,500.00
99440	Helen Helmlinger	1201 N Pennsylvania Ave	Reroof, reside, gutters	14,500.00
99439	Brandon Flynt	116 S Blackburn Ave	Reroof	13,115.34
99438	Brad Makovicka	103 N Delaware Ave	Reroof, reside, gutters, soffit	21,000.00
99496	Tania Langan	1202 N Blackburn Ave	Reroof, reside, gutters	21,000.00
99497	Robert Jardine	1217 N Burlington Ave	Reroof, reside, gutters	27,000.00
99498	Linda Poellot	216 N Burlington Ave	Reroof, reside, gutters	19,000.00
99499	Mary Kohtz	827 N Beaver Ave	Reroof, reside, gutters	18,500.00
99492	Cindi Nickel	1333 Raell Ave	Reroof, gutters	12,000.00
99490	Jane Blair	130 S Delaware Ave	Fence	4,199.86
99485	Mary Knowles	19 Edison Ave	Reroof	8,500.00
99486	Patrick Hinman	1409 N Maine Ave	Reroof	9,000.00
99487	Dan Stanton	1426 N Michigan Ave	Reroof	10,939.00
99488	Keith Purdie	910 E 5th St	Reroof	10,558.00
99489	Robert Burnham	1417 Kennedy Dr	Reroof	10,600.00
99484	Dustin Johnson	515 N Michigan Ave	Reroof	10,800.00
99478	Scott Wiemer	403 N Nebraska Ave	Reroof	8,882.00
99479	Paige Oblender	1217 McKaig Ave	Reroof	5,768.00
99480	John Wagner	1634 N Nebraska Ave	Reroof, reside	20,000.00
99481	Abbey Breinig	1815 N Platte Ave	Reroof, reside	15,000.00
99476	Willaim Payne Jr	1221 N Ohio Ave	Reroof	5,939.00
99475	Carol Gene McGregor	1827 N Nebraska Ave	Reroof	10,334.00
99474	David Earnhart	911 S Cowan Ave	Reroof	7,002.00

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99473	Richard Erdkamp	1205 N East Ave		Reroof	9,136.00
99455	Ashley Wagner	634 E 7th St		Reroof, reside & gutters	15,000.00
99456	Tim Hall	312 W 19th St		Reroof, reside & gutters	49,000.00
99457	Nick Ditoro	1300 N Blackburn Ave		Reroof, gutters	10,000.00
99458	Jay Colburn	223 S Paradise Ln		Reroof, reside, gutters	20,000.00
99459	Peggy Sutter	22 Arbor Hts		Reroof, gutters	15,000.00
99460	Kopcho Farms LLC	1005 W 8th St		Reroof, reside, gutters	12,000.00
99461	Trent Hinton	624 N High St		Reroof, reside, gutters	14,000.00
99462	Tom Marocheck	1400 E 4th St		Reroof, gutters	10,000.00
99463	Garrett Schwartz	703 S Cowan Ave		Reroof, reside, gutters	14,000.00
99464	Alexis Hoeft	408 E 5th St		Reroof	8,500.00
99465	James Etherton	515 Thompson Ave		Reroof	18,000.00
99466	Mierau Enterprises	624 W 5th St		Reroof	7,000.00
99467	Eric Rasmussen	3 Eastridge Dr N		Reroof, gutters	6,630.00
99468	Ed Tjaden	12 Eastridge Dr S		Reroof, gutters, siding	14,608.13
99469	Stephen Cooper	214 W Nobes Rd		Reroof, reside, gutters	29,448.01
99470	Kaylee McIlravy	18 Fairview Dr		Reroof, reside, gutters	29,448.01
99453	Betty Fredericks	10 Eastridge Dr S		Reside, windows	25,000.00
99506	LC Investments	523 W 7th St		Reroof	5,954.00
99505	Scott Wiemer	1108 Poplar Ave		Reroof	8,822.00
99504	Scott Wiemer	1315 N Iowa Ave		Reroof	7,881.00
99502	Scott Wiemer	1307 N Burlington Ave		Reroof	9,287.00
99501	LC Investments	683 E 8th St		Reroof	9,089.00
99494	Mike Finke	401 Florida Ct		Reroof	12,000.00

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99523	Jim Ermer	818 S Country Club Ave		Reroof	24,000.00
99522	Marjorie Bedow	1302 N Wisconsin Ave		Reroof	12,400.00
99521	Brad Gloystein	501/505 E 5th St		Reroof & gutters	12,000.00
99520	Tony Blair	130 S Delaware Ave		Reroof, reside & gutters	14,000.00
99519	Rose Mary Growney	1405 Rd 11		Reroof, gutters	20,000.00
99518	Brian Koehler	219 N Platte Ave		Reroof, reside, gutters	12,000.00
99517	Brian Walth	35 Eastridge Ave		Reroof, gutters	12,000.00
99516	Rose Mary Growney	656 E 8th St		Reroof, reside, gutters	14,000.00
99515	Brian Koehler	527 N Beaver Ave		Reroof, reside, gutters	12,000.00
99514	Matthew Krause	19 Quail Cove Rd		Reroof, reside & gutters	16,000.00
99513	Brian Koehler	402 N York Ave		Reroof, reside, gutters	12,000.00
99512	Brett Enninga	2125 E 15th St		Reroof, reside, gutters	14,000.00
99511	Karl Friberg	1021 N Nebraska Ave		Reroof	5,000.00
99510	Caleb Hetrick	402 N Ohio St		Reroof	8,000.00
99509	Penny Jacobsen	1314 N Florida Ave		Reroof, reside	21,840.00
99508	Jared Kallio	1606 N Ohio Ave		Reroof	24,683.49
99585	Hampton Inn	309 W David Dr		Reroof	190,000.00
99584	Josh Follett	538 W 7th St		Reroof	6,000.00
99583	Benji Batterton	608 E 6th St		Reroof	15,000.00
99582	Rick Ferguson	1027 N Nebraska Ave		Reroof	8,603.00
99581	David Becker	1214 N Blackburn Ave		Reroof, reside, gutters, doors	30,000.00
99567	David Buller	1148 E 6th St		Reroof	13,000.00
98934	Dawn Sloan	914 N Platte Ave		Reroof, windows	4,471.00
99073	Larry & Marilyn Shay	1202 N Burlington Ave		Reroof, gutters, siding	3,322.00

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99087	Lonnie Shafer	22 Fairview Dr		Reroof	14,300.00
99259	Jeremy Christiansen	402 E 16th St		Reroof	6,800.00
99289	Stanley Green	1603 N Iowa Ave		Reroof	9,200.00
99307	Dennis Law	211 N Delaware Ave		Fence	6,457.00
99327	Allan Houtwed	33 Eastridge Dr N		Reroof	48,000.00
99448	Carissa Wellman	44 Edison Ave		Reroof, gutters	9,500.00
99451	Stephen Postier	931 S Grant Ave		Reroof, gutters, siding, fascia, wind	70,000.00
99477	Mary Marburger	15 Eastridge Dr N		Reroof, gutters, fascia	13,550.00
99503	Jessica Sanchez	115 Beech Ave		Reroof, gutters, soffit, fascia	19,000.00
99559	Steve Wright	1613 Harre Ln		Reroof, reside, gutters, fascia, windo	42,000.00
99560	Jeff Rhodes	1318 Kiplinger Ave		Reroof, reside, gutters, fascia	21,000.00
99601	Shawn Reynolds	216 Thompson Ave		Reroof, gutters	10,000.00
99562	John Medinger	120 S York Ave		Reroof, reside, gutters	24,700.00
99563	Terry Dickes	321 E 19th St		Reroof	8,000.00
99564	Korey Goplin	1611 Meadow Ln		Reroof, reside, gutters	25,000.00
99565	Patrick Snipes	2345 S Lincoln Ave		Reroof	16,000.00
99566	Shane Miller	1119 Recharge Rd		Reroof	7,500.00
99568	Cody Rempel	225 N Iowa Ave		Reroof	10,000.00
99569	Jerry Sonnek	1233 N Indiana Ave		Reroof	17,055.71
99570	Robert Hass	1527 Duke Dr		Reroof, gutters	18,000.00
99571	Dean Snyder	1826 York Ave		Reroof, gutters	17,500.00
99572	Matt Teten	1516 Meadow Ln		Reroof, gutters	19,000.00
99753	Kelvin Peterson	507 Ohio Ave		Reroof, gutters, reside	23,000.00
99575	Derek Lunzmann	2433 E 15th St		Reroof, gutters, siding, windows	45,000.00

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99574	Nathan Jones	2217 E 15th St		Reroof, gutters	22,000.00
99576	Terry Nienhauser	1631 Clearview Blvd		Reroof, reside, gutters	40,000.00
99577	Will White	1751 E Paradise Place		Reroof, gutters	25,000.00
98630	Karen Howard	1002 W Nobes Rd		Reroof	16,431.00
98676	Kevin Uhler	1102 N Maine Ave		Reroof	6,000.00
98752	Darlene Myer	315 N East Ave		Reroof w/ metal	8,000.00
98753	Rodger Pracheil	5 Fairview Dr		Reroof	25,875.00
98765	Jeff Beins	110 N Platte Ave		Reroof	14,200.00
98789	Jeff Beins	116 N Platte Ave		Reroof	9,800.00
99579	Tanna Harris	1726 E 12th St		Reroof, reside, gutters	25,000.00
99578	Mike Stuebe	18 Eastridge Ave		Reroof, gutters	14,000.00
99549	Norma Pohl	904 Academy Ave		Reroof	10,000.00
99548	Jeff Wiens	1506 Clearview Blvd		Reroof	3,500.00
99547	Janet Tiemeyer	2304 E 16th St		Fence	12,320.00
99546	Dayton Volker	1117 N Academy Ave		Reroof	5,928.19
99545	Gale Radcliff	14 Edison Ave		Reroof	7,677.56
99544	Mark Fletcher	12 Quail Cove West		Reroof, gutters, reside	41,737.81
99543	Paige McKenzie	16 Eastridge Dr N		Reroof, gutters, reside	26,518.01
99542	Chad Schroetlin	2319 E 15th St		Reroof, gutters, reside	26,518.01
99541	John Rohen	808 N York Ave		Reroof, gutters	19,000.00
99540	Randy Breiner	1009 N McKaig Ave		Reroof	20,000.00
99539	Brandi Jilg	418 N Burlington Ave		Reroof, gutters	11,000.00
99538	Andrew Hills	1518 Clearview Blvd		Reroof, gutters	20,000.00
99537	Jeremy Morris	220 Cedar Trail		Reroof, gutters	15,000.00

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99536	Bret Burnham	829 N Maine Ave		Reroof	15,000.00
99535	Bret Burnham	116 E 3rd St		Reroof	12,000.00
99534	Bret Burnham	830-836 S Country Club Dr		Reroof	15,300.00
99533	Donn Atchison	1014 Wisconsin Ave		Reroof	19,000.00
99532	Steele Erickson	205 N Thompson Ave		Reroof	14,000.00
99526	Scott Wiemer	411 N Iowa Ave		Reroof	14,242.00
99527	Scott Horras	219 E 19th St		Reroof	14,087.00
99528	Blake Mosel	927 S Cowan Ave		Reroof	22,804.00
99529	Charles Workman	1541 Duke Dr		Reroof	15,670.00
99500	Matthew Meyer	722 N York Ave		Curb cut	500.00
99590	Katelynn Holtz	1003 N. Lincoln Ave.		Re-roof	16,000.00
99648	Scott Staehr	416 W. 6th St.		Reroof	13,289.00
99627	Chris Frink	1621 E. 4th St.		Reroof	11,600.00
99626	Ryan Krumbach	611 N. Delaware		Reroof	12,200.00
99623	Steven Siec k	640 W. 8th St		Reroof	10,400.00
99622	Jodie Ward	412 College Ave		Reroof	8,000.00
99621	Paul Skaggs	626 E. 7th St		Reroof	17,600.00
99620	Abbey Draper	555 W. 6th St.		Reroof	20,000.00
99647	Bestley Pierre	13 Country Club Hts		Reroof	10,270.10
99646	Donna Gallup	827 N. Burlington Ave		Reroof	11,000.00
99645	Chris Farr	618 E. 7th St.		Reroof	7,300.00
99643	Dennis Hoyle	727 W. Walnut Ave.		Reroof	16,000.00
99642	Ryan Linden	420 E 7th St		Reroof	32,000.00
99640	Jeff Shafer	125 S Delaware Ave		Reroof	16,500.00

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99638	Charles Rice	212 Meadow View Dr		Reroof	10,100.00
99636	Corinne Kidder	1212 N Florida Ave		Reroof	9,200.00
99630	Gaylen Kuska	220 Meadow View Dr		Reroof	7,000.00
99630	Cheri Knoell	1318 N Burlington Ave		Reroof	6,700.00
99644	Mike Schmit	1803 N Nebraska Ave		Replace fence	6,956.26
99624	Ken Sierp	3 Country Club Terrace		Reroof	17,100.00
99625	Allen Brackhan	710 Mayhew Ave		Reroof	8,600.00
99628	Robert Weiler	1321 Meadow Ln		Reroof	13,500.00
99629	Richard Elder	128 Beech Ave		Reroof	9,900.00
99631	Dan Robinson	2124 E 16th St		Reroof	16,200.00
99633	John Steinman	1232 N Indiana Ave		Reroof & gutters	23,106.15
99635	Glen Plock	303 E 4th St		Reroof	8,200.00
99637	Mark Nolan	700 E 2nd St		Reroof	31,900.00
99639	Larry Light	419 Thompson Ave		Reroof	16,300.00
99641	Gene Oxley	722 N East Ave		Reroof	9,300.00
99607	Jay Schlegelmilch	714 N East Ave		Front porch	3,000.00
99608	Raul Marin	1009 N Platte Ave		Reroof, reside, gutters, soffit, fascia	25,880.00
99606	Gina Brahmsteadt	1818 N York Ave		Reroof	1,800.00
99609	Blue Valley	1224 N Indiana Ave		Reroof, gutters	15,160.47
99610	Blue Valley	1204 N Indiana Ave		Reroof, gutters	17,061.58
99611	Kristina Bryant	409 N Burlington Ave		Reroof, reside	15,000.00
99612	David Means	1903 N Grant Ave		Reroof	12,000.00
99613	Karen Samson	1628 E 4th St		Reroof	15,000.00
99614	Jeff Beins	102 N Platte Ave		Reroof	6,000.00

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99615	Lisa Wood	654 W 8th St		Reroof	8,900.00
99616	Ann Charlton	620 E 2nd St		Reroof	14,200.00
99617	Carol Johnson	208 Meadow View Dr		Reroof	9,000.00
99618	Scott Auxier	625 E 9th St		Reroof	9,300.00
99619	Bob Dehart	1102 N East Ave		Reroof	9,000.00
99602	Chris Garretson	3214 N Division Ave		Reroof, reside	20,000.00
99603	Ron Black	1812 N York Ave		Reroof	13,000.00
99604	Teresa & Kim Johnson	1217 N Blackburn Ave		Reroof, reside, paint	17,000.00
99605	Patsy Elliot	676 E 8th St		Reroof, gutters	9,122.00
99599	Bruce Hornbacher	824 W 11th St		Moving stoage shed onto property	0.00
99601	Brad Melby	526 N Ohio Ave		Reroof	8,600.00
99587	Paul Koch	1309 N Blackburn Ave		Reroof	8,000.00
99589	Katelyn Holtz	1001 N Platte Ave		Reroof	12,000.00
99588	Alexander Stier	118 E 18th St		Reroof	6,000.00
99600	Brandon & Amy Lehman	1436 S Grant Ave		Reroof	15,000.00
99598	Wade Trampe	1516 N Michigan Ave		Reroof	13,000.00
99597	Kacie Castillo	7 York Mobile Plaza		Reroof	11,600.00
99596	Pamela Fairbanks	719 N Delaware Ave		Reroof, gutters	13,800.00
99595	Merilee Roemmich	215 N College Ave		Reroof	12,509.00
99594	Eric Tremaine	2117 N Lincoln Ave		Reroof	2,216.00
99593	Jerry Blecha	1420 N Blackburn Ave		Reroof	13,825.00
99592	Ben Rodenborg	1403 N Maine Ave		Reroof	13,071.00
99591	Lacina Holdings LLC	1612 Kennedy Dr		Reroof, gutters	23,933.00
99583	Benji Batterton	608 E 6th St		Reroof	15,000.00

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
99651	Columbus Rescue Mission	701 S Lincoln Ave	Reroof, reside, gutters, windows	120,000.00
99650	Charles & Brenda Spencer	705 W Walnut St	Reroof, gutters	13,500.00
99649	Morgan & Heath Campbell	201 N Nebraska Ave	Reroof	35,000.00
99658	Jim Stearns	1618 Meadow Ln	Replace deck	4,000.00
99669	York Crown Place	1208 N Wisconsin Ave	Reroof	21,420.37
99668	York Crown Place	1212 N Wisconsin Ave	Reroof	15,389.57
99667	Blue Valley	1225 Indiana Ave	Reroof	14,872.64
99666	Blue Valley	1213 Indiana Ave	Reroof	15,406.37
99665	Blue Valley	1324 Indiana Ave	Reroof	17,673.33
99664	Blue Valley	1205 N Wisconsin Ave	Reroof	15,389.57
99660	Brian & Sarah Strand	10 Eastridge Ave	Reroof, gutters	15,000.00
				\$7,569,669.69
				Permits Issued: 393

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 3	ORDER DATE 04/17/22
BUSINESS UNIT 9000	BUYER ROBERT TAYLOR (AS)
VENDOR NUMBER: 500864	
VENDOR ADDRESS: HUSKER AUTO GROUP 6833 TELLURIDE DR LINCOLN NE 68521-8981	

City of York
Street Dept.

CONTRACT NUMBER
15699 OC
SECONDARY AWARD

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

MAY 02, 2022 THROUGH MAY 01, 2023

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document: 6638 OF

Contract to supply and deliver 2022 Or Current Production Year Chevrolet Colorado 4 Door, 2 Wheel Drive Pickup Trucks to the State of Nebraska as per the attached specifications for the contract period May 2, 2022, through May 1, 2023. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

IMPORTANT NOTE: When generating a Purchase Order there must be three (3) separate paint lines. Each line is to be generated from either the "STANDARD PAINT" line or the "EXTRA COST PAINT" line in the "OPTIONS" section. There should be one (1) line for the Exterior Color, one (1) line for the Interior Color and one (1) line for the Seat Color. See attached "Paints Lists" for color names and codes.

PLEASE CONTACT HUSKER AUTO GROUP FOR ITEMS NOT LISTED ON THE CONTRACT BUT ARE NECESSARY FOR BUSINESS NEEDS

DELIVERY ARO: 90/180 DAYS

Vendor Contact: Chuck Ames
Phone: 402-610-0465
E-Mail: cames@huskerautogroup.com

(RT 4/19/2022)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2022 OR CURRENT PRODUCTION YEAR CHEVROLET COLORADO COMPACT CREW CAB, 4 DOOR, 2WD PICKUP TRUCKS - E15 COMPLIANT WHEELBASE: 128.3" LENGTH: 212.7" TIRE SIZE: 255/65 R17 ALL SEASONS ENGINE: 2.5L I4 DI, DOHC VVT	25.0000	EA	33,597.0000

DS
JD

5/6/2022

DocuSigned by:

Robert Taylor

5/6/2022

F7EC96A54993467

BUYER

DocuSigned by:

Amara Block

5/9/2022

4CFE2711182A4A2

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15699 OC
SECONDARY AWARD

PAGE 2 of 3	ORDER DATE 04/17/22
BUSINESS UNIT 9000	BUYER ROBERT TAYLOR (AS)
VENDOR NUMBER: 500864	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SERIES, CODE, TRIM LEVEL: COLORADO CREW CAB, 12N43, LT TRANSMISSION/GEAR RATIO: HMD 6L50/4.10 GVWR: 5,500 LBS			
	OPTIONS:			
2	LGZ 3.6L DI DOHC GAS ENGINE	25.0000	EA	1,600.0000
3	LWN 2.8L DURAMAX DIESEL ENGINE TO INCLUDE BLOCK HEATER	25.0000	EA	6,800.0000
4	SLIDING REAR-VISION WINDOW (REQUIRES PCM PKG)	25.0000	EA	985.0000
5	STANDARD PAINT (SEE ATTACHED STANDARD PAINTS LIST)	25.0000	\$	0.0000
6	EXTRA COST PAINT (SEE ATTACHED EXTRA COST PAINTS LIST)	25.0000	EA	595.0000
7	PROTECTIVE VINYL BODY MOLDING (DEALER INSTALLED)	25.0000	EA	397.0000
8	CARGO LIGHT IN THE BOX AREA (DEALER INSTALLED LPO)	25.0000	EA	299.0000
9	ADDITIONAL FOB	25.0000	EA	199.0000
10	FACTORY BED LINER FOR BOX (SPRAY ON)	25.0000	EA	595.0000
11	INCREASED BOX LENGTH FOR 2WD MEASURED FROM THE FLOOR REQUIRES LGZ 3.6L V6 74" LONG ,57.8" WIDE 44.4" BETWEEN WHEEL HOUSINGS	25.0000	EA	2,597.0000
12	4X4 MODEL INCLUDING ALL SEASON TIRES	25.0000	EA	5,897.0000
13	INTEGRATED BRAKE CONTROLLER SYSTEM	25.0000	EA	397.0000
14	DROP SHIPMENT CHARGES	1.0000	MI	3.0000

DS
RT

BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
 Fax: (402) 471-2089

CONTRACT NUMBER
15699 OC
SECONDARY AWARD

PAGE 3 of 3		ORDER DATE 04/17/22	
BUSINESS UNIT 9000		BUYER ROBERT TAYLOR (AS)	
VENDOR NUMBER: 500864			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	PER MILE OUTSIDE THE LINCOLN AREA			

(DROP SHIPMENT CHARGES ONLY APPLY TO VEHICLES
 PURCHASED BY POLITICAL SUBDIVISIONS AND
 OTHER DIVISIONS OF GOVERNMENT)



DS
 RT

BUYER INITIALS

State of Nebraska - INVITATION TO BID CONTRACT

Date	3/11/22	Page	1 of 1
Solicitation Number	6638 OF		
Opening Date and Time	04/01/22	2:00 pm	
Buyer	ROBERT TAYLOR (AS)		

DESTINATION OF GOODS

AS - SPB BUYER
1526 K ST, SUITE 130
LINCOLN NE 68509-4847

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver 2022 Or Current Production Year Compact Crew Cab, Four (4) Door, Two (2) Wheel Drive Pickup Trucks to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for one (1) additional one (1) year period year periods when mutually agreeable to the vendor and the State of Nebraska.

(MH 3/11/22)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	COMPACT TRUCK	1.0000	\$	<u>33,597.</u>	<u>33,597.</u>

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0% 15 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within _____ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

90/180 days

Sign Here _____
(Authorized Signature Mandatory - Form must be signed manually in ink or by DocuSign)

Enter Contact Information Below

VENDOR# _____
VENDOR: Husker Auto Group LLC
Address: 6833 Telluride Dr
Lincoln, NE 68521

Contact Chuck Ames
Telephone 402-610-0465
Email cames@huskerautogroup.com



Landfill

March/April Lead Time



MADVAC LP61-G PORTABLE LITTER VACUUM

www.madvac.com



Date: 3/15/2022

Payment term: Net 30 Days After Delivery

Quote Number: 03152022LP61-G

Bill Location		Ship Location
CUSTOMER	City of York (Sourcewell Member # 84195)	
	100 E 4th Street York, NE 68467	
	James Paul	
	Phone: 402-363-2600 Email: jpaul@cityofyork.net	

Part #	Description	Unit Price	Quantity	Extended Price
Base Model				
LP61-G	LP61 Gasoline Skid Includes the following standard features: * 360° rotating vacuum hose support boom * Exhaust bag dust control system * Emergency stop button * Standard 25 ft. (7620 mm) vacuum hose	\$ 21,480	1	\$ 21,480
Available Options				
K61T	Trailer conversion kit	\$ 2,375	0	\$ -
	Available trailer attachment types: Ball 1-7/8" (K60344) Ball 2" (K60345) Pintle (K63117)	N/C	0	N/C
K63087	Spare wheel mounted on trailer	\$ 525	0	\$ -
K9899	Additional 8 in. (203 mm) diameter X 15 ft. (4572 mm) hose extension	\$ 475	0	\$ -
K13063	Additional 8 in. (203 mm) diameter X 25 ft (7620 mm) hose extension	\$ 640	1	\$ 640
K11793	2 micron interior cylindrical filter cartridge (for additional dust control)	\$ 710	0	\$ -
63271	Litter collector bags (100 bags)	\$ 315	0	\$ -
K12198	Bagless debris system (kevlar bin instead of litter collector bags)	\$ 625	1	\$ 625
Extended Warranty Options				
	Exprolink Inc. offers a 1-year (1000 hours) limited parts & labor WARRANTY	N/C	1	N/C
WS61-2	Extended warranty coverage: 1 additional year (2-year / 2000 hours)	\$ 1,100	0	\$ -
WS61-3	Extended warranty coverage: 2 additional years (3-year / 3000 hours)	\$ 2,065	0	\$ -
Consumables				
MV63271	COLLECTOR BAG, OVERSIZE (100 BAGS)	\$ 315	0	\$ -
Parts				
MV9422	EXHAUST BAG (Dust control for fan exhaust)	\$ 282	0	\$ -
MV11864	PICKUP NOZZLE, for 6" wander hose	\$ 309	0	\$ -
MV13062	HOSE, VACUUM, 8" DIA X 25' LG., URETHANE (R1291)	\$ 646	0	\$ -
MV63883	CONNECTOR, PLASTIC QUICK (3602, CUT 9"1/16)	\$ 158	0	\$ -
MV63235	PILLOW BEARING (Pair of 2)	\$ 41	0	\$ -
MV63299	FAN SHAFT	\$ 309	0	\$ -
Total USD				\$ 22,745

Terms and Conditions

- Quota valid 30 days
- Lead time: 4-5 months once purchase order has been received
- Applicable taxes not included
- Upon delivery, on-site operator and maintenance training provided by Exprolink / Madvac or authorized Madvac dealer

Sourcewell members:

- Freight is included with the exception of Hawaii and Alaska
- For Hawaii and Alaska, Exprolink will cover \$1500 freight amount per machine, the rest will be paid by Sourcewell member (freight cost quoted upon shipment)
- Freight will be charged to all Sourcewell members for any consumables/parts-only orders

Non-Sourcewell sales:

Freight is not included and will be quoted upon shipment

Approved and accepted by (Print Name)

Signature

Date approved

Special Instructions

- Purchase order to the attention of
Exprolink / Madvac
2170 rue de la Province, Longueuil,
QC J4G 1R7 Canada Tel: 855-651-0444
- Payment via wire transfer
- Please indicate on your purchase order:
 - Sourcewell member number (if applicable)
 - Exprolink / Madvac Sourcewell contract number 093021-EXP (if applicable)
 - Exprolink / Madvac quote number
 - Complete bill-to and ship-to address with contact name and phone number
 - Specify if ship-to address has a loading dock (or not) for delivery (*important)



MADVAC LP61-G PORTABLE LITTER VACUUM

www.madvac.com



Date: 3/15/2022

Payment term: Net 30 Days After Delivery

Quote Number: 03152022LP61-G

Bill Location		Ship Location
CUSTOMER	City of York (Sourcewell Member # 84195)	
	100 E 4th Street York, NE 68467	
	James Paul	
	Phone: 402-363-2600 Email: jpaul@cityofyork.net	

JD Mauk
 Regional Sales Manager
 832-948-9636
jdmauk@exprolink.com



Hydro Optimization and Automation Solutions

October 4, 2022

Expiration Date November 4th, 2022

Brandon Ostentowski

City of York

Water Superintendent

100 East 4th Street

York, NE 68467

Mr. Ostentowski,

HOA Solutions, Inc. (HOA Solutions) appreciates the opportunity to provide a proposal to upgrade your water SCADA computer. HOA Solutions has extensive experience with water, wastewater, and lift station control systems. We provide turnkey systems and use non-proprietary equipment and software.

HOA Solutions is a full-service systems integrator, serving Nebraska, Kansas, Colorado, Wyoming, Oklahoma, South Dakota, Iowa, and Missouri. Our team consists of 20+ employees with knowledge in engineering, programmable logic controllers (PLC), supervisory control and data acquisition (SCADA) and human and machine interface (HMI) development, communications networks, variable frequency drives (VFD), and other capabilities. All our panels are assembled and tested in our UL508 approved manufacturer panel shop, located at our headquarters in Lincoln Nebraska. Our total commitment is providing quality solutions and excellent service.

HOA Solutions has been in business for 31 years. We previously operated under the name of Technical Maintenance and Service (TMS) before becoming HOA Solutions nine years ago. Through the years, our commitment has always been providing quality solutions and excellent service.

The goal of this project is to seamlessly upgrade your current SCADA computer hardware and software from WinCC to VTSCADA. The reason we are moving the City of York away from WinCC to VTSCADA is due to the fact the latest versions of Windows the operating system and WinCC do not work well together.

As part of this project HOA Solutions will be including our first year of Cyber Protect for your SCADA computer. HOA Solutions has started offering this due to once a SCADA system is installed the status and health of the software and computer are not monitored, left unpatched, and unprotected. This is highly recommended due to the ever changing world of cyber security and Windows updates. The price of this offering includes:

- Annual subscriptions for cyber security protection software, including update installations and monitoring
- Annual subscription for hard drive backup software

(402) 467-3750 (402) 467-1568 (FAX)
2601 West L Street, Suite 1 Lincoln, NE 68522

Hydro Optimization and Automation Solutions

Thank you,

Randy Shotkoski
HOA Solutions, Inc.

Project Lead times:

Due to current volatility in supply chain, our current lead time for this project is 4 months. This lead time can improve but can also worsen. HOA Solutions will be in constant contact with the City of York on any lead time changes.

Warranty:

HOA Solutions warrants for a period of one (1) year from date of the Substantial Completion that product furnished under this contract will be of merchantable quality and free from defects in material, workmanship, and design as determined at the date of shipment by HOA Solution. This determination will be made by generally recognized, applicable, and accepted practices and procedures in the industry, to include any specifications specifically agreed to in writing by HOA Solutions prior to the date of shipment. This warranty is in lieu of all other warranties, whether expressed, implied, or statutory, including implied warranties of merchantability or fitness, and hereby excludes certifications or the like for product performance, use, or design with respect to any standard, regulation, or requirement (unless and to the extent independently approved in writing at HOA Solutions). In addition, the warranty extends only to the Buyer or customer purchasing directly from HOA Solutions or an authorized HOA Solutions distributor. Satisfaction of this warranty, consistent with other provisions herein, will be limited to the replacement or repair or modification of, or issuance of a credit for, the products involved, at HOA Solutions Inc's option, with HOA Solutions to determine the availability of service personnel and any absorption of associated service expenses; such warranty satisfaction available only if (a) HOA Solutions is promptly notified in writing upon discovery of an alleged defect and (b) HOA Solutions' examination of the subject product discloses to its satisfaction that defect has not been caused by misuse; neglect; improper installation; improper operation, repair, or alteration; accident; or unusual deterioration or degradation of the parts.

Terms:

Payment is to be made Net 20 days from the date on the invoice. A service charge of 1.5% per month will be charged on accounts that are 30 days past the invoice date. Work will be suspended on projects that go 45 days or more past invoice date.

Payment Schedule of Approved Total:

25% payment required at time of purchase order.
50% payment at the time of equipment delivery.
15% payment at the time of startup/commissioning.
10% payment at the time HOA has completed punch list.

Hydro Optimization and Automation Solutions

- Annual subscription for Screen Connect
 - Operator remote monitoring software
- Annual VTSCADA support
 - Includes software update installation
- Weekly monitoring of the SCADA computers
 - Last backup
 - Last reboot
 - Raid drive status
 - Antivirus software status

Work and services to be provided are:

- Integration
- HMI development/programming
- Training
- Monitoring of devices and planning for future expansion

Base – SCADA computer hardware and VTSCADA software:

- **City Office**
 - SCADA Computer and ancillary equipment and software
 - 1-Year Antivirus software
 - Acronis backup software
 - Hardware backup device
 - Netgate firewall appliance
 - Battery Backup – UPS
 - Black and White Report Printer
 - Dial-out modem
 - VTSCADA Software – Single Server 5000 Tag Count
 - OPC Server
 - Alarm Notification Software
 - Graphical Interface
 - Reporting Software
 - Initial Year of Coverage for HOA Cyber Protect
 - Remote Access Device for remote support of control system
 - Installation of computer and networking firewall
 - Installation of networking cabling

Cost of base bid as proposed is \$53,933.00

****Applicable taxes are not included in this project.****

If you have any questions or concerns, please do not hesitate to contact me. Again, thank you for the opportunity to provide your community with a proposal for your well control system upgrade.

**(402) 467-3750 (402) 467-1568 (FAX)
2601 West L Street, Suite 1 Lincoln, NE 68522**

Hydro Optimization and Automation Solutions

Trips:

HOA has included two (2) trips for installation and commissioning for these projects. When a project is decided on, the final contract will have the number of trips included. Proper correspondence and preparedness by all parties will be required to avoid unnecessary trips to the site. Additional trips by HOA due to equipment not being properly installed and wired, or the inability to perform our duties due to lack of preparation by other contractors or project leader are subject to charge.

Taxes:

No applicable taxes are included in this proposal.

Please Sign Below:

Signature

Date

Print Name

\$ _____

Approved Total



CONSULTING SERVICES AGREEMENT

CLIENT	City of York	Project Name	York Blackburn Bridge Construcion
Address	100 East 4 th Street	Engineering Amendment No. 1	
	PO Box 276		
	York, NE 68467	Project Location	York, NE
Telephone	402.363.2600		
Client Contact	James Paul	Consultant PM	Terry Brown
Client Job No.		Consultant Job No.	112289.00

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

Attachment A

Scope of Services

Fee Estimates

Attachment B: 2022 Employment Classification and Rate Schedule

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

Attachment A: Scope of Services and Fee Estimate

Attachment B: Schedule of Unit Rates

Attachment C: _____

or

Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

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

BY LUMP SUM: \$_____.

BY TIME AND MATERIALS: \$not to exceed \$127,952.

BY OTHER PAYMENT METHOD (See Attachment A): \$_____.

AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

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

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: Anthony Dirks
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Anthony Dirks, P.E.

TITLE: _____

TITLE: Senior Vice President

DATE: _____, 2022

DATE: Sept October 3, 2022

BENESCH OFFICE: Lincoln

ADDRESS: 825 M Street, Suite 100

Lincoln, NE 68508

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



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

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

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

1.2 Scope of Services and Fees

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

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

SECTION 2 – Payments to Consultant

2.1 Method of Payment

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

2.2 Payment for Personnel Services

2.2.1 Payment

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

2.2.2 Chargeable Time

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

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

2.2.3 Overtime Rates

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

2.3 Payment for Direct Expenses

2.3.1 Payment

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

2.3.2 Direct Expenses

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

2.4 Payment Conditions

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

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

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

2.4.4 If Client fails to make payment in full to Consultant within sixty (60) days after the date of the undisputed invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

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

SECTION 3 - Term of Agreement

3.1 Term

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

3.2 Abandonment of Work

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

3.3 Termination of Agreement

3.3.1 Termination with Cause

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

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such

termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

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

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

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

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

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

4.2 Insurance

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

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

Consultant's commercial general liability insurance.

4.3 Successors and Assigns

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

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

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

4.4 Compliance with Law

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

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

4.5 Ownership and Reuse of Documents

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

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

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

4.6 Consultant's Personnel at Project Site

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

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

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic

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

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

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

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

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

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of

such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

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

5.2 Limitation of Liability

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

5.3 No Special or Consequential Damages

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

5.4 Indemnification

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

5.5 No Third Party Beneficiaries

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

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

third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

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

6.2 Joint Preparation

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

6.3 Headings

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

6.4 Severability

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

6.5 Dispute Resolution

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

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all

regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

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

6.7 Governing Law

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

6.8 Entire Agreement

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

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

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

S.1 Location of Underground Utilities

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

S.2 Subsurface Investigations

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

S.3 Disposition of Samples and Equipment

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

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

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

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

S.3.3 Contaminated Equipment

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

ATTACHMENT A

Scope of Services

Amendment No. 1 Construction Services – York Blackburn Bridge

York, NE

TASK 1. Construction Phase Services

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

a. Project Management Tasks

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

a. Construction Staking Tasks

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

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

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

b. Project Inspection & Observation Tasks

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

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

c. Material Testing Tasks

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

- i. Grading Operations – Excavation and embankment construction will be tested to verify compliance with compaction requirements for each lift of material.

- a. Assumes Testing Frequency of 1-Test/12-inch lift/10,000 square foot.
 - b. Assumes 20 tests for the length of the project.
 - c. This material testing is completed by the hour by a field engineer/technician.
- ii. Utility Operations – The installation of water, storm sewer and culvert pipes will be tested to verify compliance with compaction requirements prior to subgrade preparations.
 - a. Assumes Testing Frequency of 1-Test/12-inch lift/300 feet.
 - b. Assumes 4 tests for the storm sewer pipes and inlets locations.
 - c. This material testing is completed by the hour by a field engineer/technician.
 - iii. Subgrade Operations – Subgrade construction will be tested to verify compliance with compaction requirements prior to paving.
 - a. Assumes Testing Frequency of 1-Test/300 feet/12 foot wide lane
 - b. Assumes 16 tests for the length of the project.
 - c. This material testing is completed by the hour by a field engineer/technician.
 - iv. Concrete Sampling - This will include taking concrete truck tickets, completing concrete air tests, fabricating concrete cylinders, delivery of concrete cylinders to the laboratory and compression testing.
 - a. Assumes Testing Frequency of 1-Test/300 lf or 1-Test/Pour/Day at 4-Cylinders/Test.
 - b. Assumes concrete tests on the project at 64 Cylinders.
 - c. This material testing is completed by a per cylinder test method by a field engineer/technician.

d. *Project Closeout Tasks*

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

- i. Document "punch list" items and follow-up on resolution of nonconforming work prior to authorizing final payment.
- ii. Prepare necessary correspondence to the Contractor related to punch list and project completion.
- iii. Conduct project walk through with the City and the Contractor to determine and document substantial completion.
- iv. Benesch will prepare the record drawings and will coordinate with the Construction Contractor for additional information or clarifications needed to complete the documents. These documents will have handwritten changes and clarifications in red pen. These documents will not be signed and sealed by an Engineer. An electronic AutoCAD base file will be provided with the plan submittal.
- v. Provide timely project closeout documentation upon final acceptance of the project.
- vi. Deliverables
 - Meeting minutes.
 - Inspector Daily Reports (IDR).
 - Project photo log.
 - Project material testing results.
 - Pressure testing and bacteriological testing records provided by the City and Contractor.
 - Documentation of punch list items and resolution with associated correspondence.
 - Declaration of substantial and final completion.
 - Record drawings.
 - Record AutoCAD base files.

- All project documentation listed in this section and an electronic format of all project files.
- vii. Complete a project debriefing with City.

e. *Excluded Services*

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

SCHEDULE

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

Benesch will complete construction management and inspection services as listed in subsection one (1) above. The inspection duration for this contract shall be based on 120 Working Days, 24 Weeks and Assumes Monday thru Friday Construction Days at 6 Hours/Day including field inspection, testing, bookwork/reports and travel} per the City of York Contract with the Construction Contractor. Travel cost has been reduced taking advantage of multiple concurrent projects in York. Project close-out documents shall be completed within sixty (60) calendar days of final acceptance of the project by all parties.

Fee Estimate
Construction Phase Services
York Blackburn Bridge - York, NE

Description	Estimated Quantity	Unit Price	Amount
Construction Phase Services			
a. Project Management			
Senior Project Manager	40.0 hr.	\$ 200.00 /hr.	\$ 8,000.00
Project Engineer II	8.0 hr.	\$ 125.00 /hr.	\$ 1,000.00
b. Construction Staking			
Staking data, control, quality control, Bridge	40.0 hr.	\$ 96.00 hr	\$ 3,840.00
Paving, Curbs, Sidewalk and Storm Staking	24.0 hr.	\$ 111.00 hr	\$ 2,664.00
Vehicle	10 dy	\$ 65.00 dy	\$ 650.00
c. Project Inspection & Observation			
Field Inspection (120days @ 6 hrs/day)	720.0 hr.	\$ 111.00 hr	\$ 79,920.00
Special Inspections (RPM)	40 hr	\$ 154.00 hr	\$ 6,160.00
Vehicle (reduced for concurrent projects)	90 dy	\$ 65.00 dy	\$ 5,850.00
d. Materials Laboratory Testing			
Soil Density and Moisture Content Determination (2)	8.0 hr.	\$ 111.00 hr	\$ 888.00
Standard Proctor Testing (2)	8.0 hr.	\$ 111.00 hr	\$ 888.00
Compaction Test	40.0 hr.	\$ 96.00 hr	\$ 3,840.00
Concrete Testing Field Time	64.0 hr.	\$ 96.00 hr	\$ 6,144.00
Concrete Compression Test (includes cylinder)	64.0 cyl	\$ 28.00 ea.	\$ 1,792.00
Vehicle	10.0 dy	\$ 65.00 dy	\$ 650.00
e. Project Closeout			
Senior Project Manager	4.0 hr.	\$ 200.00 /hr.	\$ 800.00
Designer II	16.0 hr.	\$ 96.00 /hr.	\$ 1,536.00
Field Inspector	30.0 hr.	\$ 111.00 hr	\$ 3,330.00
Construction Services Not to Exceed :	1,042.0		\$ 127,952



2022 EMPLOYMENT CLASSIFICATION AND RATE SCHEDULE

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

THE DIAMOND ENGINEERING CO.

PROPOSAL

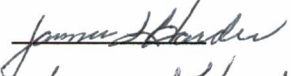

TO: City of York, NE
Attn: James Paul
Public Works Director
100 East 4th Street
York, Nebraska 68467

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

**City of York
2022/2023 Blackburn Bridge Replacement
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: 1 Dated: 9-15-22 Received: 
Addendum Number: 2 Dated: 9-15-22 Received: 

Bid Form

FINAL PROPOSAL FORM

BID SECTION "A"-BRIDGE ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	Bridge Mobilization	LS	1	\$ 13,205.00	\$ 13,205.00
2	Abutment No. 1 Excavation	LS	1	\$ 3,885.00	\$ 3,885.00
3	Abutment No. 2 Excavation	LS	1	\$ 3,885.00	\$ 3,885.00
4	Class 47B-3000 Concrete for Bridges	CY	115	\$ 754.40	\$ 86,756.00
5	Class 47BD-4000 Concrete for Bridges	CY	106	\$ 742.71	\$ 78,727.26
6	Precast/Prestressed Concrete Superstructure	LS	1	\$ 408,500.00	\$ 408,500.00
7	Epoxy Coated Reinforcing Steel	LB	27,130	\$ 2.15	\$ 58,329.50
8	Steel Diaphragms	EA	4	\$ 1,385.00	\$ 5,540.00
9	Steel Sheet Piling	SF	2,714	\$ 32.80	\$ 89,019.20
10	HP 12 in. x 53 Lbs. Steel Piling	LF	3,753	\$ 80.00	\$ 300,240.00
11	Granular Backfill	CY	275	\$ 36.00	\$ 9,900.00
12	Subsurface Drainage Matting	SY	61	\$ 7.50	\$ 457.50
13	Rock Riprap Type "B"	TON	645	\$ 128.65	\$ 82,979.25
14	Riprap Filter Fabric	SY	838	\$ 2.50	\$ 2,095.00
15	Concrete for Pavement Approaches Class 47BD-4000	CY	179	\$ 376.00	\$ 67,304.00
16	Epoxy Coated Reinforcing Steel for Pavement Approaches	LB	32,225	\$ 1.93	\$ 62,194.25
17	Elastomeric Bearing	EA	38	\$ 245.00	\$ 9,310.00
18	Access Crossing	LS	1	\$ 25,200.00	\$ 25,200.00
19	Pedestrian Barrier Rail	LF	127	\$ 146.00	\$ 18,542.00
20	Pedestrian Rail (Chain Link Type)	LF	125	\$ 86.60	\$ 10,825.00

BID SECTION "A"-BRIDGE ITEMS TOTAL= \$ 1,336,893.96

FINAL PROPOSAL FORM

BID SECTION "B"-ROADWAY ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
21	Mobilization	LS	1	\$ 5,235.00	\$ 5,235.00
22	Clearing and Grubbing	LS	1	\$ 1,630.00	\$ 1,630.00
23	Sign Days	S-DAY	1,800	\$ 1.37	\$ 2,466.00
24	Barricade Days	B-DAY	2,340	\$ 1.52	\$ 3,556.80
25	Concrete Protection Barrier	LF	50	\$ 22.80	\$ 1,140.00
26	Remove Structure @ Sta 103+00	LS	1	\$ 17,870.00	\$ 17,870.00
27	Remove Pavement	SY	563	\$ 9.90	\$ 5,573.70
28	Remove Driveway	SY	72	\$ 10.30	\$ 741.60
29	Remove Walk	SY	121	\$ 9.10	\$ 1,101.10
30	Remove Combination Curb and Gutter	LF	178	\$ 8.80	\$ 1,566.40
31	Remove Fence	LF	105	\$ 2.05	\$ 215.25
32	Remove Culvert Pipe	LF	22	\$ 10.25	\$ 225.50
33	Excavation for Culvert Pipe	CY	5	9.00	45.00
34	8" Concrete Pavement, Class 47B-3500	SY	331	\$ 96.01	\$ 31,779.31
35	6" Concrete Class 47B-3800 Driveway	SY	73	\$ 83.65	\$ 6,106.45
36	Combination Concrete Class 47B-3500 Curb and Gutter	LF	194	\$ 44.00	\$ 8,536.00
37	6" Concrete Class 47B-3500 Bikeway	SY	200	\$ 74.31	\$ 14,862.00
38	Build Fence, Type Woven Wire	LF	140	\$ 7.80	\$ 1,092.00
39	Crushed Rock Surface Course	CY	17	\$ 93.81	\$ 1,594.77
40	Fabric Silt Fence-High Porosity	LF	28	\$ 16.10	\$ 450.80
41	Fabric Silt Fence, Type Coir Fiber (NON-STD)	LF	251	\$ 10.40	\$ 2,610.40
42	Erosion Control, Class 1E	SY	47	\$ 8.50	\$ 399.50
43	Curb Inlet Sediment Filter	EA	1	\$ 153.32	\$ 153.32
44	Seeding, Type 'B'	AC	1	\$ 3,190.00	\$ 3,190.00
45	Mulch	TN	1	\$ 760.00	\$ 760.00
46	Sawing Pavement	LF	82	\$ 6.80	\$ 557.60
47	<i>Earthwork Measured in Embankment</i>	CY	670	\$ 13.10	\$ 8,777.00
48	<i>Subgrade Preparation</i>	SY	404	\$ 3.55	\$ 1,434.20
49	30" Round Equivalent Driveway Culvert Pipe, Type 3, 4, 5, or 6	LF	78	\$ 178.00	\$ 13,884.00
50	Woven Wire Fence	LF	140	\$ 7.80	\$ 1,092.00

BID SECTION "B"-ROADWAY ITEMS TOTAL= \$ 113,458.50

SECTIONS "A"+"B" TOTAL= \$	1,450,352.46
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GRAND ISLAND, NE 68802-1327
P.O. BOX 1327
1521 WEST ANNA
(308) 382-8362

THE DIAMOND ENGINEERING Co.
ENGINEERS AND CONTRACTORS

WICHITA, KANSAS 67277-2348
P.O. BOX 12348
3512 WEST PAWNEE
(316) 943-3651

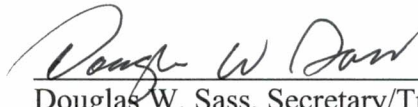
FAX (308) 382-8389

FAX (316) 943-7295

April 23, 2022

TO WHOM IT MAY CONCERN:

James L. Harder is the President of The Diamond Engineering Company and is authorized by the Board of Directors to sign all bids and contracts for The Diamond Engineering Company.



Douglas W. Sass, Secretary/Treasurer

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 Blackburn Bridge Replacement 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	October 10, 2022
Final Completion of Project	September 15, 2023

- 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 is 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.

SIGNATURE OF BIDDER

IF AN INDIVIDUAL

Name: _____

By: _____

(Signature Of Individual)

Doing Business As: _____

Email Address: _____

Business Address: _____

Telephone Number: _____

IF A PARTNERSHIP

Partnership Name: _____

By: _____

(Authorized Signature)

*(Attach Evidence of Authority to Sign as A
Partnership)*

Name And Title: _____

Email Address: _____

Business Address: _____

Telephone Number: _____

IF A CORPORATION

Corporation Name: THE DIAMOND ENGINEERING COMPANY

By: James L Harder, PRESIDENT
(Authorized Signature)

(Attach Evidence of Authority to Sign)

Name And Title: James L Harder, PRESIDENT

Email Address: Jimh@diamondeng.com

Business Address: PO Box 1327 Grand Island, NE 68802

Telephone Number: 382-8362

CORPORATE SEAL

ATTEST

By: Douglas W Sess
(Authorized Signature)

Name And Title: Douglas W. Sess Secretary/Treasurer

LPA PROGRAM AGREEMENT- FEDERAL-AID FUNDS

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF YORK, NEBRASKA
PROJECT NO. DPS-93(15)
STATE CONTROL NO. 43010
PROJECT ACCESS YORK

THIS AGREEMENT is between the City of York, Nebraska, a local public agency ("LPA"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Federal-aid funds are available for transportation projects on eligible routes within the jurisdiction of Local Public Agencies under Title 23 of the United States Code and 23 Code of Federal Regulations, and

WHEREAS, federal law requires that State act as a liaison for all Federal-aid local transportation projects, and

WHEREAS, LPA has a proposed project on an eligible route that LPA would like to seek Federal-aid funds to reimburse LPA for a percentage of the eligible and participating costs of the project, and

WHEREAS, LPA desires that this project, the location of which is shown on attached **Exhibit "A"**, be developed and constructed under the designation of Project No. DPS-93(15) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of the LPA dated the _____ day of _____, 20____, attached as **Exhibit "B"** and incorporated herein by this reference, and

WHEREAS, the project is described generally as follows: The proposed trail will provide access to build pedestrian infrastructure for the City of York that includes a pedestrian overpas over Highway 81 and pedestrian trails for access to jobs, food, and quality of life amenities, and cross walk lights for street crossings for schools and streets with heavy traffic, and

WHEREAS, the Federal share payable on any portion of a local Federal-aid project will be a maximum of 95.5% percent of the eligible and participating costs; LPA's share will be the remaining 4.45% percent of the eligible and participating costs; and LPA will also be responsible for all other nonparticipating or ineligible costs of the project, and

WHEREAS, the Federal share for this project is capped at \$15,625,000.00

WHEREAS, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to State, and

WHEREAS, the regulations further allow and State requires that LPA use its own funds to match Federal Funds for the costs of local transportation projects, and

WHEREAS, State is willing to assist LPA in seeking Federal approval of the proposed project and use of Federal Funds to reimburse LPA for a percentage of the development and construction of the proposed improvement, with the understanding that LPA's project is not a State project and that no State Funds are to be expended on this project, and

WHEREAS, LPA wishes and State intends to act as the Responsible Charge (RC) for the project on LPA's behalf, and

WHEREAS, State is willing to act as RC so long as State is reimbursed for its costs and the parties understand that the project will be LPA's project and LPA will have ultimate responsibility for the development and construction of the project, and

WHEREAS, LPA understands that time is of the essence in the development of this project and LPA is willing to allow State to manage the schedule of the project and LPA commits to taking prompt action when requested by State so that this project will stay on schedule, and

WHEREAS, LPA understands that State, on behalf of LPA, will advertise the project for bids, conduct a letting, make award recommendations to LPA and prepare a construction contract for LPA's execution and use, and

WHEREAS, State will be responsible for paying directly the project construction contractor, preliminary and construction engineering providers, and any consultant related to Right-of-Way appraisal, appraisal review, negotiation and relocation assistance.

WHEREAS, it is understood that State will act in two capacities for this project: (1) State will act as a liaison with Federal Highway Administration (FHWA) concerning issues about the eligibility of the project for Federal-aid funding; and (2) State will coordinate with LPA to address any Federal-aid issues that have been identified with the project, and

WHEREAS, the Parties understand that this Agreement will be posted to a publically accessible database of agreements pursuant to the requirements Neb.Rev.Stat. § 84-602.02, unless otherwise provided by law.

WHEREAS, Federal Regulations provide that LPA shall not profit or otherwise gain from local property assessments that exceed LPA's share of project costs, and

WHEREAS, the funding for the project under this Agreement includes monies from the FHWA, therefore, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year then the audit requirements of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, must be addressed as explained further in this Agreement, and

WHEREAS, the planning level NDOT Form 530 estimate of the cost of the project is \$16,353,030.00, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, LPA's share of the total project costs is estimated to be \$728,030.00. LPA has earmarked and has placed in its fiscal budget at least the amount of the local match indicated above. LPA's share of the project costs may increase or decrease due to variations between the estimated and actual project costs.

NOW THEREFORE, in consideration of these facts, LPA and State agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"LPA" means the Local Public Agency that is sponsoring a Federal-aid transportation project.

“**NEB. REV. STAT**” means the Nebraska Revised Statutes, which is the official compilation of Nebraska law.

“**OMB**” means the Federal Office of Management and Budget.

“**RESPONSIBLE CHARGE**” or “**RC**” means State representative(s) assigned to oversee the development of the project. The RC will ordinarily be State’s Project Coordinator from the Local Projects Section of the Material and Research Division of the Nebraska Department of Transportation.

“**PROJECT MANAGER**” means the employee or designee of State who will manage the construction of the project on behalf of LPA.

“**STATE**” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between LPA and the United States Department of Transportation for LPA federally funded transportation projects.

“**LPA’s PROJECT LIAISON**”, “**LPA’s PL**” or “**PL**” means the officially designated employee of LPA who has been properly authorized to serve as LPA’s representative and to be a liaison between LPA and State and Federal government for LPA’s Federal-aid transportation project.

SECTION 2. DURATION OF THIS AGREEMENT (2-25-14)

- 2.1 *Effective Date*** --This Agreement is binding on the date it is fully executed by the Parties.
- 2.2 *Renewal, Extension or Amendment*** --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 2.3 *Identifying Date*** – For convenience, this Agreement’s identifying date will be the date State signed the agreement.
- 2.4 *Duration***– This Agreement will expire upon completion of LPA’s Federal-aid project and final financial settlement, except that any terms of this Agreement that contemplate long term activities of LPA such as environmental, maintenance, and operational commitments, will remain in effect as long as required by law, NEPA document, permit or agreement.
- 2.5 *Termination*** -- Further, State reserves the right to terminate this Agreement as provided herein. If LPA determines that for any reason it will not continue with the development of this project as a Federal-aid project, LPA shall notify State and negotiate any necessary project termination conditions consistent with this Agreement.

SECTION 3. PURPOSE OF AGREEMENT

- 3.1** LPA wishes to obtain Federal-aid funding for a Federal-aid transportation project on a street, highway, road, trail or other transportation related facility under LPA’s jurisdiction. The Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project, but will provide Federal funding for eligible and participating project costs through State. State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of Federal Funds and as a liaison between LPA and FHWA. Further, State will act as the RC on behalf of LPA. The purpose of this Agreement is to set forth the understanding of LPA and State concerning their respective duties to enable the project to be eligible for federal-aid funding. LPA agrees that it is ultimately

responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes, but is not limited to, meeting all post-construction commitments, including but not limited to any maintenance and environmental document commitments. LPA understands that failure of LPA or State to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that FHWA finds that the project is ineligible for Federal funding, LPA will repay State all previously paid Federal Funds, as determined by State, and any costs or expenses State has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC. LPA further agrees that LPA shall have no claim or right of action against State under this Agreement if FHWA determines that the project is not eligible, in whole or in part, for federal-aid funding except in the event that an error or omission of State proximately caused the project to be declared ineligible for federal funding in whole or in part, LPA's sole remedy against State is that LPA shall not be required to repay State for State's costs attributable to the part of the project in which the error or omission occurred. The following sections of this Agreement include the program requirements and other conditions State believes in good faith that LPA must meet for this project to be eligible for federal funding.

- 3.2 LPA acknowledges that many conditions must be met for the transportation project contemplated by this Agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements, and State's perceived priority of this project with other projects competing for limited federal-aid funds. Therefore, LPA agrees to assist in the development of this project in an effort to meet all federal and state eligibility requirements so the project may be determined eligible for federal-aid funding.
- 3.3 The parties further understand that the project plans and specifications shall be sealed, signed and dated by a professional licensed engineer in State of Nebraska, and that estimates will be prepared and the construction will be observed by a professional engineer licensed in State of Nebraska or a person under direct supervision of a professional engineer licensed in State of Nebraska as required by Neb. Rev. Stat. § 81-3445.

SECTION 4. FEDERAL AID PROJECT REQUIREMENTS

For any work to be completed by LPA on this project, LPA agrees to comply with all Federal-aid project procedures and requirements applicable to this project, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual for Federal-aid Projects.

4.1 The Applicable Legal and Contract Requirements.

- a. The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.
- b. **LPA Guidelines Manual** - LPA also agrees to strictly comply with the applicable provisions of the LPA Guidelines Manual for Federal Aid Projects (The Manual), which is incorporated herein by this reference. The Manual is a document drafted in

part, and formally approved, by the FHWA as a document setting out requirements for LPA projects funded with Federal-aid funds. A current version of The Manual can be found in its entirety at the following internet address:

<https://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>. In the event LPA believes that The Manual does not clearly address a particular aspect of the project work, LPA shall seek guidance or clarification from State's Local Project Division Section Engineer or Project Coordinator, and shall make its best effort to comply with such guidelines or clarification.

- 4.2 Federal Oversight.** If the project has been designated as full federal oversight, then additional federal oversight and approvals will be required. It is the responsibility of LPA to understand the additional requirements and ensure that State and FHWA are provided timely notice for additional oversight and approvals.

SECTION 5 – GENERAL PROJECT DUTIES

5.1 State's Responsibilities.

This Project is LPA's project and LPA understands that State will be acting as LPA's representative in the development and construction of the project. State will act as Responsible Charge (RC), on behalf of LPA, for this project. State will also act as Project Manager and Project Inspector to oversee the construction of the project. Except for the duties expressly delegated to LPA herein, State shall be responsible for completing or overseeing all stages of the development of the Federal-aid project **on LPA's behalf** including planning, environmental, design, right-of-way, utilities, railroad, construction and construction engineering.

5.2 LPA's Responsibilities.

LPA will be responsible for confirming that State's work on its behalf conforms to LPA's intentions and will keep the project eligible for federal-aid funds. LPA shall make its best efforts to provide approvals, sign documents, and to promptly do all things necessary to help State or the project consultant(s) with the development and construction of LPA's project. LPA's Project Liaison shall be responsible for safeguarding the interests of LPA in the project, for giving approvals as needed, and for obtaining formal LPA approval and authority when deemed necessary by LPA. LPA shall also, when applicable, provide construction inspection services related to any LPA owned utility facility rehabilitation work included within the project construction contract.

SECTION 6 – LPA'S PROJECT LIAISON

LPA shall formally appoint an LPA employee, and provide State with that employee's name, mailing address, email address and phone number, and shall authorize that employee to act as LPA's Project Liaison (hereinafter known as "LPA's Project Liaison" or "LPA's PL" or "PL"), to take all actions necessary for the project on behalf of LPA and to serve as a liaison between State and LPA. LPA's PL shall be certified by a process developed by State to act as a PL for the project.

SECTION 7 – PROGRAMMING DOCUMENT

State's Project Scheduling Division has approved the DR530. **LPA shall formally approve the signing of this Program Agreement.**

SECTION 8 – PROCUREMENT OF PROFESSIONAL SERVICES

LPA hereby authorizes State to retain the Professional Services providers deemed necessary by State for the development and construction of LPA's project. The typical Professional Services Providers used for a project of this type include but are not limited to project design and construction engineering; NEPA and other Environmental Specialists; Right-of-Way Appraisal, appraisal review, negotiation and relocation assistance; and construction engineering. LPA authorizes State to use State's qualification-based selection process or a State "On-Call" Consultant for the selection of Engineering or Environmental Consultants, and to select a service provider from State's list of Right-of-Way Service Providers. State is further authorized by LPA to select any other service providers deemed necessary by State for LPA's project using State processes for such selections. State shall make the final decision as to which service provider(s) will be selected for LPA's project. The Consultant Agreement will specify that State will manage and administer the agreement and enforce the terms and the progress of the work under the agreement on behalf of LPA. Although, the Consultant Agreement will be between LPA and consultant, the Parties understand that State will be solely responsible for the day-to-day scheduling and oversight of the progress of the work under the contract. **LPA agrees to promptly sign any service provider Agreements prepared by State with the selected consultant.** Further, LPA hereby authorizes State to issue a Notice-to-Proceed to the selected service provider as soon as State determines it is necessary, even if such date is prior to obtaining LPA's execution of the agreement, unless LPA notifies State in writing that the agreement must be executed before work may begin.

SECTION 9 – PLAN DEVELOPMENT AND PROJECT ENVIRONMENTAL WORK

9.1 General

The plans, specifications and estimates for the construction of LPA's project are expected to be developed by a design consultant, but if State elects to not use a design consultant, State employees will design the project on LPA's behalf. LPA shall authorize its Project Liaison (PL) to carefully follow the development of the project plans so that PL will have a thorough understanding of the planned improvement and will ensure that the project design is acceptable to LPA. LPA shall immediately notify State when it has concerns or questions about the development of the plans. It is expressly understood that LPA is responsible for the completed design of this project as if LPA had designed the project itself.

9.2 Plan-in-Hand (PIH)

State and the design consultant shall prepare for and hold a PIH meeting at the project site, and shall create a PIH report from the PIH meeting. LPA's Project Liaison shall attend the project PIH meeting and Project Liaison shall notify LPA's governing body of the conclusions of the PIH report. **LPA shall formally review and approve the project PIH plans and report.** State will continue with the development of the project based on the PIH report and plans unless LPA promptly notifies State that LPA's governing body objects to the plans or conclusion(s) of the report.

9.3 Project Environmental Work

LPA hereby authorizes State to act as the agent for LPA concerning all environmental issues on this project. LPA authorizes State to select an Environmental Consultant to complete the development and writing of the environmental documents and permit applications. State will oversee and manage the development of the environmental documents and permit applications, as well as the schedule for the environmental work. **LPA's PL shall promptly review and approve the project NEPA documents and the environmental commitments that will be associated with this project; LPA's PL shall communicate those commitments to LPA's governing body.** LPA shall notify State immediately after review of such documents if LPA decides not to proceed with the project because of the environmental costs and commitments for the project. LPA will sign NEPA documents and permit applications and be responsible for meeting all environmental commitments as the owner of the transportation facility. **MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM.** If LPA's project is within an area that is subject to the federal Storm Water Phase II Regulatory Requirements of 40 CFR 122.34 (b), then project consultant will design, construct and maintain, as a part of this project, water quality facilities as required by LPA's National Pollutant Discharge Elimination system (NPDES) permitted Municipal Separate Storm Sewer System (MS4) program. If LPA does not have an active construction storm water management and post construction storm water management program, the project consultant shall follow State (NDOT) MS4 program.

9.4 90% Plans Stage

LPA shall review and give its formal approval to the construction plans at the "90% Plans" stage, including, when applicable, the right-of-way plans and the right-of-way cost estimates completed by State or the project design consultant. After LPA's approval of the 90% plans, LPA shall also review and approve the utility rehabilitation plans developed from the 90% plans.

9.5 Coordinating Professional

If LPA's project involves more than one licensed professional engineer or architect, State shall designate a Coordinating Professional for this project, as required by Neb.Rev.Stat. § 81-3437.02 of the Nebraska Engineers and Architects Regulation Act (Neb.Rev.Stat § 81-3104 et seq.). The Coordinating Professional shall apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional shall verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline.

9.6 Professional Performance

It is understood by the Parties that LPA is solely responsible for the professional performance and ability of LPA and the project consultant(s) in the planning, design, construction, operation and maintenance of this project. Any review or examination by State, or acceptance or use of the work product of LPA or the project consultant(s) will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of LPA

and the project consultant which would relieve LPA from any expense or liability that would be connected with LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by LPA for the project.

9.7 Public Involvement

Early in the planning of the project, State's Public Involvement Coordinator will evaluate the project and decide what process is required for Public Involvement. State will coordinate all required public notice and public involvement Statewide Transportation Improvement Plan (STIP) questions. State and the project design consultant will facilitate all public involvement activities with assistance, when necessary, from LPA. LPA shall assist with the public involvement process and will be represented at public involvement activities that require attendance of LPA's representatives(s). State's Public Involvement Coordinator will continue to oversee all project Public Involvement processes.

SECTION 10 – RIGHT-OF-WAY (ROW)

10.1 Governing Documents

The Federal law governing acquisition of additional property rights and relocation assistance on federally assisted projects is found in 23 CFR Part 710, and Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called the Uniform Act (49 CFR Part 24). LPA shall comply with 23 CFR part 710, the Uniform Act, State's "Right-of-Way Acquisition Guide for Local Public Agencies" and State's "Right-of-Way Manual".

The Uniform Act applies whenever Federal dollars are used in any phase of a project, such as planning, engineering, environmental studies, or construction. **The Uniform Act must be followed even if there is NO Federal funding in the Right-of-Way phase.** State's Relocation Assistance Act, Neb. Rev. Stat. §§ 76-214 to 76-1238 applies on all projects.

10.2 LPA Authorization for State to Act on LPA's Behalf

This Section applies when State determines that property rights need to be acquired for the construction of LPA's project. When additional property rights are needed for the project, State shall complete or provide oversight of the Right-of-Way activities, which are defined as appraisal, appraisal review process, acquisition process and, when necessary, relocation assistance. LPA hereby authorizes State to complete the ROW activities for the project on LPA's behalf, and authorizes State to complete the ROW activities for the project using State selected Right-of-Way service providers.

10.3 Right-of-Way Cost Estimate

State will complete an estimate of the costs of acquiring the additional property rights. State shall notify LPA of the aggregate estimated right-of-way costs. The parties understand that the estimate is preliminary and used primarily for planning and establishing the Federal ROW obligation. LPA shall review the right-of-way cost estimate and notify State immediately if LPA decides to not proceed with the project because of these costs. Withdrawing the project by LPA will require LPA to repay (1) all Federal-aid funds used for the project to date and (2) all costs incurred by State arising out of State's work under this Agreement.

10.4 Condemnations

LPA authorizes State to acquire the necessary ROW by voluntary conveyance from property owners; however, LPA understands and agrees that sometimes properties must be acquired by condemnation action. State cannot complete condemnation actions for LPA's project. Therefore, LPA shall be solely responsible for filing and handling condemnation actions to acquire the ROW from property owners when State, in its sole discretion, determines a condemnation action is necessary. LPA understands that it must file condemnation actions, hold hearings, and cause the amounts of the condemnation awards to be paid into County Court before State will advertise LPA's project for bid letting. If LPA does not promptly complete the condemnation of the properties needed for the project, the project will not be constructed. In the event the project will not be constructed for this reason, LPA will be subject to (1) the loss of federal-aid funds for the entire project, and (2) repayment to State in full of all Federal-aid funds used on the project and all costs incurred by State arising out of State work under this Agreement.

10.5 Encroachments

Federal law requires that the right-of-way for a Federal-aid project must be dedicated exclusively to the transportation use for which the project is to be constructed. State will not advertise for, or hold, a bid letting for LPA's project until the existing ROW has been cleared of all encroachments. LPA, at no cost to the project, shall clear the entire existing ROW of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing ROW. LPA agrees to take all necessary actions, including but not limited to (1) bringing appropriate legal proceedings to remove encroachments if the owner has no right to occupy the public ROW, (2) to acquire and pay for the removal of encroachments when the owner's right to occupy public ROW is clear, or (3) to litigate or otherwise resolve all disputed claims to State's satisfaction at LPA's sole cost. LPA understands that after the project is completed, LPA shall keep the project ROW free of future public or private encroachments or uses. LPA shall communicate regularly with State about the status of LPA's efforts to remove all encroachments identified on the project.

10.6 Land Corners

LPA shall fully cooperate with State and the project consultants to locate and reference or have located and referenced all section corners, quarter section corners and subdivision lot corners that may be affected by the construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

10.7 Special Assessments

Prior to initiating a special assessment on a Federal-aid project, LPA shall notify State of LPA's proposed assessment. A special assessment levied as part of this Federal-aid project shall be conducted as described in this section.

LPA is required to provide to State documentation for each of the four points noted below. LPA is also required to follow all the terms of the Uniform Act in the acquisition of right-of-way for this Federal-aid project.

“When federal funds participate in a project, an LPA may not levy a *special assessment*, solely against those property owners from whom acquisitions are made for the public improvement, for the primary purpose of recovering the compensation paid for the real property. This recapture of compensation would constitute a form of forced donation, which is coercive and thus not permitted under the Uniform Act. However, an LPA may levy an assessment to recapture funds expended for a public improvement, provided the assessment is levied against all properties in the taxation area or in the district being improved and provided it is consistent with applicable local ordinances.”

LPA needs to confirm there is no Uniform Act violation by documenting the following:

- The affected property owners will be provided just compensation for their property as required by the Federal and State Constitutions and reiterated in the Uniform Act.
- The acquisition costs will be paid by LPA and property owners made aware they will not be assessed the cost to acquire their property needed for the project.
- The purpose of the special assessment is not to recover the acquisition costs.
- The assessment will not be arbitrarily imposed on selected property owners in the special improvement district in response to their demand for just compensation or that the assessment will be implemented in a way that differs from the way other like assessments have been imposed under similar circumstances.

The project files must contain documentation affirming the above bulleted items.

10.8 Reimbursement of LPA’s Right-of-Way

LPA is not expected to incur any reimbursable ROW costs for this project. However eligible ROW expenses include appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers fees. Additional expenses for condemnation proceeding or District Court Trial may be reimbursed to LPA on a case-by-case basis. All required documentation of Chapter 7 of State’s Right-of-Way Manual must be submitted to and approved by State Right of Way Division in order for LPA’s ROW expenses to be reimbursed. All requests for ROW reimbursement should be submitted to State on ROW Form AP-23, along with supporting documents. One form needs to be completed for each property tract on the project.

10.9 Confidentiality of certain Right-of-Way

LPA understands that State will manage the right-of-way design, appraisal and acquisition phase of this project. LPA understands that State will keep each individual property acquisition confidential until State has completed the acquisition or turned the file over to LPA for condemnation. LPA will safeguard all right-of-way acquisition information consistent with State’s practice.

10.10 LPA Condemnation Attorney Fees

An LPA may hire a private attorney to represent the LPA in a condemnation proceeding when needed to acquire land for a local federal-aid transportation

project. Attorney fees incurred by the private attorney may be reimbursable at the same cost share percentage applicable to other project costs so long as such costs are actually incurred, are reasonable, and are determined by NDOT to be eligible for federal funds. When LPA is seeking reimbursement for attorney's fees related to condemnation proceedings, LPA has a duty to notify State when total billings first exceed \$50,000 in total. State will not reimbursement for any otherwise eligible costs for attorney's fees above the \$50,000 total threshold unless State has been provided with an acceptable schedule for completion of the litigation and an estimate of total attorney's fees necessary to bring the litigation to conclusion. Upon receipt of an acceptable schedule and estimate, State may, in its sole discretion, establish a maximum amount (a cap) of total fees available for reimbursement above \$50,000, assuming all other eligibility requirements are met. LPA will be solely responsible for its proportional share of all attorney's fees reimbursed, and for all attorney's fees incurred in excess of the amount of the cap.

SECTION 11 – RAILROAD PROPERTY ON LPA'S PROJECT

The Section applies when State determines that LPA's project includes work to be completed on property owned by a Railroad Company or Railroad Companies. For grade separation projects, LPA and State shall enter into a separate funding and crossing closure agreement with Railroad specifying the funding commitments for the project. **State, with assistance from LPA, shall when required by Railroad, develop a Construction Agreement for LPA to formally approve and sign with each applicable Railroad Company.** State shall assist LPA, when required by railroad, in acquiring the property rights using documents developed or approved by State for each applicable Railroad Company. LPA shall promptly meet any requirements of State or Railroad deemed necessary by State to construct the project or to be allowed to occupy railroad property.

SECTION 12 – UTILITY REHABILITATION WORK

12.1 Overview

This Section applies when State determines that LPA's project includes utility facilities that serve the public interest, owned by LPA or by another entity, which may be affected by the Construction of LPA's project. LPA shall assist State in determining what, if any, public or private utility facilities that serve a public interest are located along, over, under or across the project route. Utility facilities installed, relocated or rehabilitated within the Right-of-Way for this project must be completed in accordance with the provisions of Federal-aid Highway Policy Guide, 23 C.F.R § 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR §645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, and State's "Policy for Accommodating Utilities on State Highway Right-of-Way." Further, LPA utility work shall be performed in conformance with the Buy America provisions found at 23 U.S.C § 313 and applicable regulations in 23 C.F.R

§ 635.410. LPA's project utility work shall also follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way" and the LPA Guidelines Manual.

12.2 Eligible Costs

All eligible non-betterment municipally owned and operated utility rehabilitation costs within the corporate limits of the LPA will become a project cost. Outside the corporate limits, the non-betterment portion of utility rehabilitation costs will become a project cost for facilities occupying private property. Further, there will be no Federal reimbursement for utility facilities if they are located on existing public Right-of-Way, unless a right to future reimbursement was retained in a prior project; however, non-betterment costs of privately owned and operated utilities that serve a public interest will be reimbursed if they exist on private property and it becomes necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and actual costs submitted by the utility and approved by LPA and State up to the amount of federal funding obligation obtained by State.

12.3 LPA Owned Utilities

12.3.1 Waterlines and Sanitary Sewer Lines – Along and under the project route

The transportation project design consultant will be responsible for designing the location within the new project of any waterlines or sewer lines that are located along and under the transportation project route. LPA shall cooperate with and provide the design consultant with the non-location design items, such as type, size and needed accessories, for any lines of these types.

12.3.2 All other Utility Facilities – Along or crossing the project

The eligible non-betterment costs of the necessary rehabilitation of all other LPA owned utility facilities shall be a project cost. No LPA owned utility rehabilitation work shall be performed by LPA prior to State obtaining Federal authorization and receipt of a Notice to Proceed; any work performed by LPA prior to receipt of Notice to Proceed will not be eligible for Federal-aid. **LPA shall develop the rehabilitation plan for the other LPA owned facilities affected by the project and submit the plan to State for review and approval.** State may either (1) allow LPA to separately construct the other LPA owned utility rehabilitation plan, or (2) incorporate the other LPA owned utility rehabilitation plan into the plans for the transportation project to be constructed by the project construction contractor. When LPA separately constructs the other LPA owned utility rehabilitation, LPA shall submit to State its final invoice for the utility rehabilitation for State's review and reimbursement of actual eligible costs.

12.4 Non-LPA Owned Utilities

State, with assistance from LPA, shall develop a Utility Rehabilitation Agreement for LPA to approve and sign with each non-LPA owned Utility Company that has utility facilities that may be affected by the project construction. **LPA shall formally approve and sign all Utility Rehabilitation Agreements with non-LPA owned utilities.** The agreements will require the owner of the utility facilities to develop a plan and schedule the completion of a project for the necessary rehabilitation of each facility caused by the project. State will reimburse the eligible non-betterment rehabilitation costs incurred by

the non-LPA owned utility. LPA shall take all actions State deems necessary to comply with any utility rehabilitation agreement(s) on this project, including enforcing the utility rehabilitation work schedule to avoid to the maximum extent possible any conflict with the project construction contractor's schedule.

12.5 State Highway Right-of-Way

Any project utility work to be completed within a State Highway ROW will require LPA to obtain approval and a form of a letter of authorization or a permit from State. State shall assist LPA with contacting State's local District Engineer or Permits Officer to determine if a permit or permits are needed for the project and to make application for any needed permits to the District Engineer.

SECTION 13. FINAL PLANS, BID LETTING AND CONSTRUCTION

13.1 General

The construction of the project will be completed by a Contractor selected through State's competitive bid process. LPA authorizes State to provide the construction project management and Inspection services on LPA's behalf. LPA shall authorize its PL to carefully follow the construction of the project so that PL will thoroughly understand the progress of the work to ensure that the construction will be acceptable to LPA. LPA shall immediately notify State when it has concerns or questions about the construction of the project. The parties understand that LPA is responsible for the conformance of the work of the construction contractor to the plans and specifications as if LPA had overseen the construction itself.

13.2 Plans, Specifications and Estimates (PS&E)

State or the project design consultant will complete plans, specifications and estimates (the PS&E Package) for LPA's project. State shall simultaneously submit the PS&E Package to: (1) LPA for review and approval, and (2) State's Contract Lettings Section within the Construction Division, for final preparation of the PS&E Package for a bid letting. When the PS&E Package is finalized by State, and formal approval received from LPA, State will advertise the project for a bid letting. **LPA will be requested to ratify any revisions made by State in the final PS&E package when LPA approves the award of contract to the lowest responsible bidder on the project.** LPA agrees to not unreasonably withhold its ratification of PS&E package.

13.3 Bid Letting and Award of Construction Contract

State, on behalf of LPA, will provide State's standard notice to bidders and will conduct a bid letting for LPA's Federal-aid project following State's bid letting and award procedures. State will recommend, for LPA's review and approval, its determination of the apparent low bidder for the project, except when State rejects all bids. **LPA shall promptly review and formally approve State's recommendation as to the lowest responsible bidder for LPA's project,** unless LPA has a compelling reason to withhold its approval. In the event that LPA withholds its approval, LPA shall provide State with its explanation of the reason for withholding approval and will make its best efforts to promptly resolve the dispute with State. If the parties are not able to promptly resolve the dispute, State shall reject all bids and at State's sole discretion, State may either re-let the project or terminate this Agreement. LPA must provide a resolution concurring

with the selection of the low bidder before State will issue the construction contract for signing. LPA shall sign the construction contract with the selected contractor and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

13.4 Construction Oversight

LPA hereby authorizes State to oversee the construction of LPA's project, including providing project management and inspection as necessary under the Construction Contract. LPA's PL shall be available to be present at the project site at all reasonable times during the construction of the project to act as a liaison and to represent the interests of LPA in the construction of the project.

13.5 Change Orders

State will prepare any change orders to the project deemed necessary by State. LPA hereby authorizes State to approve on its behalf, change orders deemed by State to be necessary for the construction of the project. **State reserves the right to seek formal approval from LPA for any change order.** When State seeks LPA's approval, LPA shall make its best efforts to promptly respond so that contractors work will not be delayed. State shall provide copies of all change orders to LPA's PL. LPA shall hold State harmless, indemnify and defend State against damages suffered by State related to delay in approval of the change orders for the project.

13.6 Tentative and Final Acceptance

LPA hereby authorizes State to determine when the project is ready for tentative acceptance under the terms of the construction contract. At that time, the PL shall meet with State's Project Manager and shall review the work of the project to confirm that the project has been constructed according to the contract. Unless the PL promptly objects in writing, LPA authorizes State to notify contractor in writing that the project has been tentatively accepted.

State will notify LPA's PL when the project is ready for final acceptance. LPA shall promptly review and act on State's recommendation that the project is ready for final acceptance. **LPA shall formally approve State's recommendation or provide a written explanation of why LPA cannot approve State's recommended finding that the project is ready for final acceptance.** LPA shall make its best efforts to resolve any dispute it has with State concerning final acceptance of the project.

13.7 Final Audit

LPA shall cooperate fully with State and shall provide any relevant information necessary to complete the final audit of the project. LPA shall take any actions necessary to resolve any issues involved with the audit of the project.

13.8 Maintenance and Environmental Commitments

LPA accepts sole responsibility for maintenance of the project after tentative acceptance of the project. LPA shall provide all future maintenance of the project consistent with the requirements for a Federal-aid project. LPA also accepts responsibility for meeting all project environmental and other commitments and responsibilities required by contract, permit, and environmental document or by federal or state law. LPA will release and

hold harmless State and FHWA from any suits brought against State arising out of LPA's operation and maintenance of or related to the project.

13.9 Miscellaneous

LPA shall make its best efforts to provide approvals, sign documents, and do all things necessary to help State with the development and construction of LPA's project.

SECTION 14. FINANCIAL RESPONSIBILITY

14.1 General

LPA intends that its project be developed so that the project costs will be eligible for partial reimbursement with Federal-aid funds. The Parties understand that no State funds will be used to finance the costs of LPA's project. LPA understands that payment for the costs of this project, whether they be services, engineering, ROW, utilities, material or otherwise, are the sole responsibility of LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, if the Federal government declines to participate in the project or any portion of the project, LPA is responsible for full project payment with no cost or expense to State in the project or in the ineligible portion of the project. Should the project be abandoned before completion by LPA, LPA shall pay or repay State for all costs incurred by State or reimbursed with Federal-aid funds prior to such abandonment.

14.2 Total Project Costs and Funding Commitments

The total cost of the project is currently estimated to be **\$16,353,030.00** which is detailed in the table below:

ESTIMATED PROJECT FUNDING (Attach supporting documentation for estimates)						
	FFY of TIP/STIP	Federal	Local Match	Nonparticipating	Other	Total
PE Phase	2023					
PE		\$715,240.00	\$84,760.00			\$800,000.00
NEPA		\$0	\$185,000.00			\$185,000.00
Final Design						
RC						
NDOT						
PE Subtotal		\$715,240.00	\$269,760.00			\$985,000.00
SCHOOL CROSSINGS		\$0	\$31,000.00			\$31,000
	2024					
ROW		\$0	\$272,160.00			\$272,160.00
Utilities						
	2026					
Construction		\$13,876,226.00	\$155,110.00			\$14,031,336.00
CE Phase	2026					
CE		\$1,033,534.00	\$0			\$1,033,534.00
RC						
NDOT						
CE Total		\$1,033,534.00	\$0			\$1,033,534.00
TOTAL		\$15,625,000.00	\$728,030.00			\$16,353,030.00

***Federal funding for this project is capped at \$15,625,000.00**

Both LPA and State recognize the above estimate is preliminary and the final cost is likely to be higher as the project goes through the development and design process.

14.3 Authority of State

LPA hereby authorizes State to pay project consultants and the construction contractor directly on LPA's behalf. LPA authorizes State to include State's costs for overseeing the development and construction of the project as a reimbursable cost of the project. Generally, the cost of LPA and its PL will not be eligible for reimbursement with Federal-aid funds for this project. The following costs of LPA will be reimbursable with Federal-aid funds at the applicable percentage when State determines, in its sole discretion that the costs are proper and eligible for reimbursement under Federal and State Law:

- a. LPA's cost of the non-betterment rehabilitation of LPA owned utility facilities as described elsewhere in this Agreement,
- b. LPA's costs to file and handle any condemnation proceeding needed for this project including the costs of the property rights acquired as described elsewhere in this Agreement.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by LPA are allowable under this Agreement.

14.4 State-Incurred Costs

The costs incurred by State employees to perform tasks on behalf of LPA related to the development and construction of this project will be part of the cost of the project. LPA shall be responsible for such costs as charged by State employees; however, these costs may be eligible for Federal-aid participation up to the amount for which federal funds have been obligated.

LPA shall be solely responsible for any State incurred costs 1) exceeding the Federal share of the obligated funds, 2) not eligible for reimbursement for any reason, or 3) for which an obligation is not obtained.

14.5 LPA Project Budget and Invoicing by State

LPA will earmark and place in its fiscal budget an amount sufficient to fund LPA's project commitments as shown in subsection 14.1 above.

At times determined by State, and after execution of this Agreement, State will invoice LPA for some or LPA's entire share of State incurred project costs. After execution of a professional services agreement for this project, State will invoice LPA their share of the total agreement amount.

Upon award of the construction contract, State will send an invoice to LPA requesting LPA to pay its share of (1) the costs of construction, based on the construction contract, (2) contingencies, (3) the costs of construction engineering (includes State's costs for performing audit), and (4) any unbilled preliminary engineering expenses, unless other arrangement have been agreed upon in writing by the Parties. LPA shall pay State within 30 calendar days of receipt of invoice from State.

14.6 Audit and Final Cost Settlement

Final reimbursement requests must be made within 60 days after the filing of State DR Form 299. Any invoices submitted after the 60 calendar day deadline will be ineligible for reimbursement.

The final settlement between State and LPA will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs.

14.7 Project Withdrawal

If LPA withdraws the project for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed by LPA.

SECTION 15. SUSPENSION OR TERMINATION

15.1 Suspension

State, in its sole discretion, reserves the right to suspend LPA's project when State determines that there are issues related to responsiveness, quality, project monitoring, eligibility or compliance with the terms of this Agreement that must be corrected by LPA. Suspension of the project may include, but is not limited to, State declaring LPA's continued work on the project ineligible for reimbursement and State discontinuing assistance with and review of LPA's work on the project. State shall provide LPA with notice of the suspension including (1) a description of the reason(s) for the suspension, (2) a timeframe for LPA to correct the deficiencies, and (3) a description of the actions that must be taken for State to revoke the suspension.

A suspension may also be imposed by State for any of the reasons listed in the Termination subsection below. Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this Agreement.

15.2 Termination

This Agreement may be terminated as follows:

- a. State and LPA, by mutual written agreement, may terminate this Agreement at any time for any reason.
- b. State may terminate this Agreement for the following reasons:
 1. A decrease or shift in available federal-aid funding that will, in the sole discretion of State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.
 2. When LPA's project has not been properly advanced as evidenced by the occurrence of any of the following events:
 - a) LPA has failed to replace the Project Liaison (PL) with a PL approved by State within 30 days during the design stage or 10 days during the project letting or construction stages, from when the PL leaves, or is removed from the project for any reason.
 - b) LPA either (1) informs State that it is unwilling to use condemnation to acquire any of the property interests needed to construct the project, or (2) does not move promptly to acquire the needed property rights.

- c) LPA has failed to take any action deemed necessary by State for the project to be ready for the targeted letting date within the year specified in the STIP.
 - d) LPA has not included the project or project phases within LPA's one or six year plans or, when applicable, within LPA's Transportation Improvement Program (TIP), in the correct fiscal year.
3. LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
 4. A notice or declaration of FHWA or State that any part of the project is or has become ineligible for federal funding.
 5. LPA's failure to sign any State requested project documents in a timely manner.
 6. LPA's failure to pay in full the local share specified in any agreement within 30 days after receipt of an invoice from State.
 7. LPA's breach of a provision of this Agreement.
- c. LPA may terminate this Agreement upon sixty (60) days written notice of termination to State, subject to LPA meeting the conditions of paragraph (e) below.
 - d. Prior to State terminating this Agreement, State shall provide written notice to LPA of the basis for termination and, when determined applicable by State, provide LPA sixty (60) days to properly resolve all issues identified by State.
 - e. Whenever the project is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed under e.(a). Further, LPA will thereafter be solely responsible for all costs associated with LPA's project.

SECTION 16. FEDERAL AUDIT REQUIREMENT

- 16.1 The funding for the project under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 16.2 LPA shall comply with this Single Audit mandate as described in Section 16.1. Any federal funds for LPA projects paid directly to contractors and consultants by State, on behalf of LPA, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by LPA (as per FHWA's February 16, 2012 letter and State's February 24, 2012 letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).

16.3 If necessary, the Federal award information needed for the SEFA includes:

Federal Grantor: U.S. Department of Transportation – Federal Highway Administration

Pass-Through Grantor: Nebraska Department of Transportation

Program Title: Highway Planning and Construction (Federal-Aid Highway Program)

CFDA Number: 20.205

Project Number: DPS-93(15)

16.4 If a Part 200 Audit is submitted by LPA, LPA shall notify the Nebraska Department of Transportation, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

SECTION 17. COMMITMENT TO CONTINUED USE OF TRANSPORTATION FACILITY

LPA has requested Federal-aid funds for this project based on a specific need for the construction or improvement of a street, road, highway, bridge, trail, or other transportation facility. If the project is constructed, LPA commits to use the project facility to meet the specific need that was the basis for the expenditure of Federal-aid funds. LPA shall submit to State, for review and approval, any proposed changes to the LPA routes which affect the function or operation of the project facility either during construction or after the project is completed.

SECTION 18. INDEMNITY

LPA agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State and/or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of LPA's project and the terms of this Agreement.

SECTION 19. TRAFFIC CONTROL

LPA shall assist State in the development, installation, and monitoring of the traffic control plan for the project, and for project related detours, before, during and after construction. Traffic control must conform to the current adopted Manual on Uniform Traffic Control Devices. LPA's PL shall monitor the construction work zone to confirm that the traffic control devices remain in conformance with the traffic control plan. LPA shall certify that all permanent traffic control devices on the completed project have been properly installed.

SECTION 20. CONFLICT OF INTEREST LAWS

LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the Conflict of Interest provisions (including applicable State and local provisions) in order for the project to remain fully eligible for State and federal funding. LPA should review, understand and follow the instructions provided in the **NDOT CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on State's website at the following location: <https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

LPA must also complete and sign the **NDOT CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**, for each project. This form is located on State's website at the following location:

<https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>.

Consultants and subconsultants providing services for the project, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 21. DRUG FREE WORKPLACE

LPA shall have an acceptable and current drug-free workplace policy on file with State.

SECTION 22. RECORDS RESPONSIBILITY

LPA shall keep a project file for this project and keep and maintain all correspondence, files, books, documents, papers, accounting records and other evidence related to LPA's involvement in the project. LPA shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of project completion; such records must be available for inspection by State and the FHWA or any authorized representatives of the Federal government, and LPA shall furnish copies to those mentioned in this section when requested to do so.

State shall provide LPA with copies of the letting plans and specifications and all change orders. State will also provide LPA with as-built plans after the conclusion of the project. LPA shall be given reasonable access upon request to State's project files.

SECTION 23. FAIR EMPLOYMENT PRACTICES

If LPA performs any part of the work on this project, LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means the "LPA".

SECTION 24. DISABILITIES ACT

LPA agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

SECTION 25. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS

PROVISIONS

LPA agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within State of Nebraska.

SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

26.1 Policy

LPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement. .

26.2 Disadvantaged Business Enterprises (DBEs) Obligation

LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. LPA shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

LPA, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of State for the Federal-aid contracts LPA enters into on this project.

Failure of LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by State or such remedy as State deems appropriate.

SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES

During LPA's performance of the work under this Agreement, LPA, for itself, its assignees and successors in interest agrees as follows:

27.1 Compliance with Regulations:

LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

27.2 Nondiscrimination

LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LPA shall not participate

either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

27.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by LPA of LPA's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

27.4. Information and Reports:

LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, LPA shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

27.5. Sanctions for Noncompliance:

In the event of LPA's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,

- a. Withholding of payments to LPA under this Agreement until LPA complies, and/or
- b. Cancellation, termination or suspension of this Agreement, in whole or in part.

27.6 Incorporation of Provisions:

LPA shall include the provisions of sections 27.1 through 27.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. LPA shall take such action with respect to any subcontract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, LPA may request State enter into such litigation to protect the interests of State, and in addition, LPA may request the United States enter into such litigation to protect the interests of the United States.

SECTION 28. ENTIRE AGREEMENT

This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

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

EXECUTED by LPA this _____ day of _____, 20____.

WITNESS:

CITY OF YORK, NEBRASKA
Barry Redfern

LPA Clerk

Mayor

EXECUTED by State this _____ day of _____, 20____.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Jodi Gibson

Local Assistance Division Manager

RESOLUTION 2022-20

SIGNING OF THE PROJECT PROGRAM AGREEMENT BL2251

City of York

Resolution No. 2022-20

Whereas: City of York is proposing a transportation project for which it would like to obtain Federal funds; and

Whereas: City of York understands that it must strictly follow all Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of York and Nebraska Department of Transportation (NDOT) wish to enter into a new Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of York that:

Barry Redfern, Mayor of the City of York, is hereby authorized to sign the attached Project Program Agreement between the City of York and the NDOT.

City of York is committed to providing local funds for the project as required by the Project Program Agreement.

NDOT Project Number: DPS-93(15)

NDOT Control Number: 43010

NDOT Project Name: Project Access York

Adopted this 20th day of October, 20 22 at York _____ Nebraska.
(Month) (Year)

The City Council of the City of York

_____	_____
_____	_____
_____	_____
_____	_____

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

Signature City Clerk



Administrative Offices
P.O. Box 276
100 E. 4th Street
York, NE 68467

October 20, 2022

City of York
Payment Plan for Match for Project Access York (RAISE)

Total Required Match \$728,030 (4.5%)

Cash Flow to Nebraska Department of Transportation for Project Access York

2022-23 \$269,760 (budgeted for 2022-23 fiscal year)

 Engineering: \$269,760

2023-24 ROW purchase: \$272,160

2025-26 Construction: \$155,110

Total to NDOT \$697,030

Spent by City of York towards match

2022-23 School Crossings \$31,000

Mayor Barry Redfern

State of Nebraska

Date

Date

Amanda Ring, City Clerk

ORDINANCE NO. 2342

AN ORDINANCE TO AMEND SECTION 2-25 TO CHANGE THE TIME FOR **THE** COUNCIL ORGANIZATIONAL MEETING AND REGULAR MEETINGS; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR **THE** EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 2-25. Meetings.

SECTION 1.

(a) Organizational meeting. After their election, the members of the city council shall convene at the regular place of meeting on the third Thursday in December in the year when they were elected at 5:30 p.m. for the purpose of organizing themselves as provided by law.

(b) Regular meetings. The regular meetings of the city council, shall be held on the first Thursday of each month beginning at the hour of 5:30 p.m. and the third Thursday of each month beginning at the hour of 5:30 p.m.; provided, that the city council may adjourn over not to exceed one (1) regular meeting. The council may, by notice published not less than twenty-four (24) hours thereto, change its regular time of meeting.

(c) Place. Regular meetings of the council shall be held in the council chambers of the York Municipal Building, provided that the council may adjourn any meeting to such other place as it may deem necessary, desirable or convenient for the holding of its session; provided further, that if such meeting is adjourned to some other place, notice of the place of the meeting is being held shall be affixed to some other place, notice of the place the meeting is being held shall be affixed to the door of the council chambers.

(d) Special meetings. The mayor shall call special meetings of the city council whenever, in his/her opinion, the public business may require it, or at the express written request of any three (3) members of the council. Whenever a special meeting shall be called, a summons or a notice in writing signed by the mayor or president of the council shall be served upon each member either in person or by notice left or mailed to his place of residence, stating the day and hour of the meeting of the council at least three (3) hours before the time set for such meeting; provided, that such notice may be waived in writing either at, before or after such meeting by an member of the council and the attendance of any member of the council at such special meeting shall be deemed to be a waiver of any such notice.

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

SECTION 3. This Ordinance shall be in full force and effect upon its passage and publication as required by law.

PASSED AND APPROVED this ____ day of _____, 2022.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2337

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AMEND ARTICLE 111, SECTION 2 DEFINITIONS, OF THE ZONING ORDINANCE OF THE CITY OF YORK, NEBRASKA TO ADD A DEFINITION FOR "HOME-BASED BUSINESS"; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Article 111, Section 2 of the Zoning Ordinance of the City of York, Nebraska shall be amended as follows:

ARTICLE III. RULES AND DEFINITIONS

Sec. 2. Definitions.

The following definition is added to this section:

Home-Based Business; Home-Based Businesses conducted by residents on the premises of their residential property. Home occupations, including food establishments that are authorized pursuant to the Nebraska Pure Food Act, Neb. Rev. Stats. §81-2,239 et. seq., are permitted if they comply with the following conditions and standards:

- (a) No more than threennonresident employees may be on site at once.
- (b) No more than three clients or customers may be on site at once. Section (b) does not apply to the use of a residential property for parties of up to four hours organized in a home to sell a particular type of good.
- (c) The Home-Based Business must operate exclusively within an enclosed structure on the property.
- (d) The operation of the Home-Based Business cannot be visible from the street.
- (e) The Home-Based Business must remain a secondary use to the site's primary (residential) use.
- (f) A single sign may be attached to the structure in which the Home-Based Business is operated, which sign must be 32 square feet or less. A single detached sign may be placed on the property on which the Home-Based Business is located, which sign must be 3 square feet or less.
- (g) Materials or products associated with the home occupation on the premises must be stored within an enclosed structure.
- (h) The operation of the home occupation shall be consistent with permitted residential uses, shall not create any conditions that amount to a public nuisance, and shall not be detrimental to the residential neighborhood by

causing increased noise, traffic, lighting, odor, or by violating any applicable ordinances or laws.

- (i) The Home-Based Business must operate in compliance with all City, State and County health and safety regulations.

Section 2. Except as amended herein, Article 111, Section 2, shall remain in full force and *effect*.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. 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

- - - - - 2022.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk

ORDINANCE NO. 2338

AN ORDINANCE TO AMEND ARTICLE IX " R-3" MULTIPLE-FAMILY DWELLING DISTRICT OF THE ZONING CODE OF THE CITY OF YORK , NEBRASKA TO ALLOW HOME-BASED BUSINESSES AS PROVIDED BY THIS SECTION; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Article IX "R-3" Multiple-Family Dwelling District shall be amended as follows:

Sec. 3. Use regulations.

The following use shall be added to the use regulations permitted in this district:

(23) Home-Based Businesses as authorized by this Code.

Section 2. Except as amended herein Article IX "R-3" Multiple-Family Dwelling District shall remain in full force and effect.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. 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
....., 2022.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk

ORDINANCE NO. 2339

AN ORDINANCE TO AMEND ARTICLE VIII "R-2" TWO-FAMILY DWELLING DISTRICT OF THE ZONING CODE OF THE CITY OF YORK, NEBRASKA TO ALLOW HOME-BASED BUSINESSES AS PROVIDED BY THIS SECTION; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Article VIII "R-2" Two-Family Dwelling District shall be amended as follows:

Sec. 3. Use regulations.

The following use shall be added to the use regulations permitted in this district:

(16) Home-Based Businesses as authorized by this Code.

Section 2. Except as amended herein Article VIII "R-2" Two-Family Dwelling District shall remain in full force and effect.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. 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

....., 2022.

Barry Redfern, Mayor

ATTEST :

Amanda Ring, City Clerk

ORDINANCE NO. 2340

AN ORDINANCE TO AMEND ARTICLE VII "R" SINGLE-FAMILY DWELLING DISTRICT OF THE ZONING CODE OF THE CITY OF YORK, NEBRASKA TO ALLOW HOME- BASED BUSINESSES AS PROVIDED BY THIS SECTION; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWIT H; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Article VII "R" Single-Family Dwelling District shall be amended as follows:

Sec. 3. Use regulations.

The following use shall be added to the use regulations permitted in this district:

- (14) Home-Based Businesses as authorized by this Code.

Section 2. Except as amended herein Article VII "R" Single-Family Dwelling District shall remain in full force and effect.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. 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 _____, 2022.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk

HOLTHUS SUBDIVISION 7TH ADDITION



DEED OF DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT WE, C.G. HOLTHUS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE LAND DESCRIBED HEREON HAVE CAUSED THE SAME TO BE SURVEYED, PLATTED AND DESIGNATED AS HOLTHUS SUBDIVISION 7TH ADDITION AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, AND DO HEREBY FREELY AND VOLUNTARILY DEDICATE THE STREETS AND EASEMENTS AS SHOWN THEREON FOR THE LOCATION, CONSTRUCTION, AND MAINTENANCE OF PUBLIC SERVICE UTILITIES, FOREVER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO, AND THAT THE FOREGOING SUBDIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

C.G. HOLTHUS LLC., A NEBRASKA LIMITED LIABILITY COMPANY

BY: _____
C.G. HOLTHUS MEMBER

ACKNOWLEDGMENT:

STATE OF _____
COUNTY OF _____ SS.

ON THIS _____ DAY OF _____, 2022, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY CAME THE ABOVE NAMED C.G. HOLTHUS, C.G. HOLTHUS LLC, A NEBRASKA LIMITED LIABILITY COMPANY, TO BE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE DEDICATION OF THIS PLAT AND THEY ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

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

NOTARY PUBLIC

CITY COUNCIL ACCEPTANCE:

THIS PLAT OF HOLTHUS SUBDIVISION 7TH ADDITION IN THE SW1/4 OF SECTION 16, TOWNSHIP 10 NORTH, RANGE 2 WEST OF THE 6TH P.M., CITY OF YORK, YORK COUNTY, NEBRASKA WAS APPROVED AND ACCEPTED BY THIS CITY COUNCIL OF THE CITY OF YORK, NEBRASKA.

THIS _____ DAY OF _____, 2022 A.D.

BY: _____
BARRY REDFERN - MAYOR

ATTEST: _____
AMANDA RING - CITY CLERK

APPROVAL OF THE CITY PLANNING COMMISSION:

THIS PLAT OF HOLTHUS SUBDIVISION 7TH ADDITION IN THE SW1/4 OF SECTION 16, TOWNSHIP 10 NORTH, RANGE 2 WEST OF THE 6TH P.M., CITY OF YORK, YORK COUNTY, NEBRASKA WAS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF YORK, YORK COUNTY, NEBRASKA THIS _____ DAY OF _____, 2022 A.D.

BY: _____
CHAIRPERSON

APPROVAL OF THE PUBLIC WORKS DIRECTOR:

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE DIRECTOR OF PUBLIC WORKS, YORK NEBRASKA THIS _____ DAY OF _____, 2022 A.D.

BY: _____
DIRECTOR

COUNTY TREASURER CERTIFICATE:

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

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

BY: _____
COUNTY TREASURER

LEGAL DESCRIPTION:

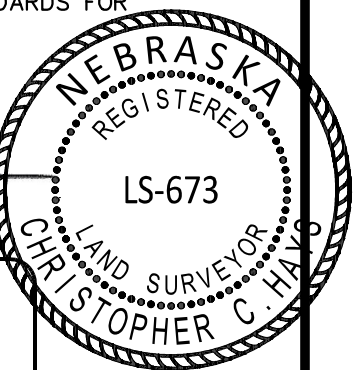
A TRACT OF LAND COMPRISING A PART OF OUTLOT "A", HOLTHUS SUBDIVISION 5TH ADDITION, CITY OF YORK, YORK COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT "A"; THENCE S88°09'35"W, AND ON THE SOUTH LINE OF SAID OUTLOT "A", 223.87 FEET TO 5/8" REBAR; THENCE N01°51'26"W, AND ON THE WEST LINE OF SAID OUTLOT "A", 267.36 FEET TO A 5/8" REBAR W/CAP; THENCE N00°32'46"E, AND ON THE WEST LINE OF SAID OUTLOT "A", 216.47 FEET TO A 5/8" REBAR W/CAP; THENCE N88°10'51"E, 197.76 FEET TO A 5/8" REBAR W/CAP ON THE EAST LINE OF SAID OUTLOT "A"; THENCE S01°51'44"E, AND ON THE EAST LINE OF SAID OUTLOT "A", 290.00 FEET TO A 5/8" REBAR W/CAP; THENCE ON A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 55.80 FEET, A RADIUS OF 164.98 FEET, A CHORD BEARING OF S11°33'09"E, AND A CHORD LENGTH OF 55.54 FEET TO A 5/8" REBAR W/CAP; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 45.66 FEET, A RADIUS OF 134.98 FEET, A CHORD BEARING OF S11°33'09"E, AND A CHORD LENGTH OF 45.44 FEET TO A 5/8" REBAR W/CAP; THENCE S01°51'44"E, 94.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.33 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, CHRISTOPHER C. HAYS, NEBRASKA REGISTERED LAND SURVEYOR NO. 673, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR LAND SURVEYS IN NEBRASKA IN EFFECT AT THE TIME OF THIS SURVEY.

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

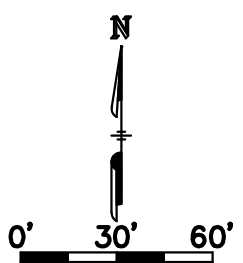
Christopher C. Hays
CHRISTOPHER C. HAYS, L.S. NO. 673



SOUTH 35TH STREET

LEGEND

- P PLATTED DISTANCE
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- FOUND CORNER
- SET 5/8"x24" REBAR W/YELLOW PLASTIC CAP STAMPED "HAYS L.S.#673"
- ⊕ SECTION CORNER
- △ CALCULATED POINT



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

STATE SURVEYOR



PROJECT / TITLE

HOLTHUS SUBDIVISION 7TH ADDITION
FINAL PLAT

FIELD WORK COMPLETION DATE: SEPTEMBER 6, 2022
SURVEY PLAT COMPLETION DATE: SEPTEMBER 13, 2022

THIS SURVEY REQUESTED BY: BRIAN TONNIGES

160 North Polk St., P.O. Box 432, Osceola, NE 68651 (402) 366-7930 www.HLSNE.com

SHEET
1 of 1