

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, January 19, 2023
5:30 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 January 12, 2023
3. Pledge of Allegiance
4. Roll Call
5. Minutes of the January 5, 2023 meeting
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$2,917.89
 - 6.2. Claim for Jeff Pieper of Pieper's Inc in the amount of \$210.49
7. Claims for the period of January 6 through January 19, 2023
8. Department Activities Reports for the month of December 2022
9. City Administrator Report
10. Consider approval of a special designated license application filed by Grand Central Foods to host 'York Uncorked' at the Kilgore Memorial Library, 520 N. Nebraska Ave, on February 11, 2023
11. Consider award of an open contract with No Blue Rescue LLC to provide Lifeguard and CPR/First Aid training
12. Consider award of an open contract with Henderson State Bank to provide banking services to the City

13. Consider award of an open contract with Sign Gypsies York to provide rental of signs for events
14. Consider approval of the Renewal Agreement of the Maintenance Agreement No. 25 between the City and Nebraska Department of Roads relating to highways to set out responsibilities of the State and City for 2023
15. Consider approval of Task Order 42 between the City and HDR Engineering for the YASWA Title 132 C&D Permit Renewal, not to exceed \$33,500.00
16. Consider approval of the Consultant Agreement with Olsson for the Airport Improvement Program to rehabilitate runway 17/35 and north connecting taxiway and turnaround in the amount of \$164,795.00
17. Consider approval of the sales order with General Traffic Controls, Inc. in the amount of \$30,640.00 for the purchase of traffic signal control cabinets
18. Public Hearing for Class D Liquor License:
 - 18.1. Consider approval of an application filed by Luke Moser for a Class D Liquor License for Speedee Mart 2905, 3711 S. Lincoln Ave, and naming Luke Moser as Manager of said License.
19. Public hearing on preliminary and final plats:
 - 19.1. Preliminary and Final Plat for Irregular Tract 144 Section 31, Township 11 North, Range 2 West of the 6th P.M. Replat of Irregular Tract 142 and 143 to City of York, York County, Nebraska
 - 19.2. Preliminary and Final Plat for Skelton First Subdivision, City of York, York County, Nebraska
20. Adjournment



Classifieds

York, Nebraska

www.yorknewstimes.com

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

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

Call Before
Monday at 3pm
Tuesday at 3pm
Wednesday at 3pm
Thursday at 12pm
Friday at 12pm

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

Call for Specials!

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

Call for other packages

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

Employment
yntjobseekers.com

0100 ANNOUNCEMENTS

PUBLIC NOTICE ABANDONED & UNCLAIMED PERSONAL PROPERTY LEFT IN STORAGE UNITS
Storage units rented in the names of the following people will be liquidated and disposed of if payment arrangements aren't made by Friday, January 27, 2023

Daniel Nissen
These units will be auctioned on Sunday February 5, 2023 on Facebook (Storage Shed Auction York Nebraska)

SELF STORAGE OF YORK P.O. Box 337 York, NE 68467 402-362-4494

0190 Personals

DO YOU HAVE A QUESTION

WHY? WHO? HOW? WHEN?

We Will Find The Answer Call THE WONDERLINE 402-362-4478

Wanted: Farm Assistant on a Progressive Irrigated Farm in Clay and Nuckolls County. Modern John Deere equipment and no livestock. Full/part-time schedule and compensation based on experience. Top wages for an experienced individual. Text 402-366-3558 or email jdproduction@superiorin.net

0242 Painting

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

0355 Pets & Supplies

0355 Pets & Supplies

HESS: Are you looking for a BIG GENTLE BOY, well look further. He is a true love bug, he likes lap time and is so very chilled out. He gets along great with other cats and he likes any attention give him, just don't ask him to move fast because he would rather lay in the sun and nap. He is in foster care and you can contact 402-366-0533 for more information. He is a YAAP cat, so you will need to fill out a form on our yorkadoptpet.com site. Visit our web page to see all of our cats and kittens that are available for adoption.

BE RESPONSIBLE!! SPAY OR NEUTER YOUR PETS!!



0355 Pets & Supplies

JERAD
JERAD is a very laid back guy, he gets along great other cats. He has been with us for 18 months, or approximately 540 days. Don't you think he deserves a home before Christmas? He is neutered, has his necessary shots and would make a great addition to your family. He is in foster care and you can contact 402-366-0533 for more information. He is a YAAP cat, so you will need to fill out a form on our yorkadoptpet.com site. Visit our web page to see all of our cats and kittens that are available for adoption.

MASON is a hands on kitten. He loves attention and will follow you everywhere you go. He is a sweetheart, very fluffy & gentle. He is in foster care and you can contact 402-366-0533 for more information. He is a YAAP cat, so you will need to fill out a form on our yorkadoptpet.com site. Visit our web page to see all of our cats and kittens that are available for adoption.

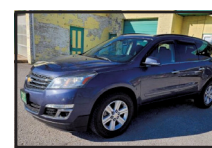


0355 Pets & Supplies

OREO is a beautiful tuxedo. He has a great temperament. Plays well with other cats. Loves attention and is a sleek clean little guy. He had an injury to his back when he came to us, the vet thought that another animal had attacked him. He healed up quickly and you would never know that he had ever been an injured stray. He is in foster care and you can contact 402-366-0533 for more information. He is a YAAP cat, so you will need to fill out a form on our yorkadoptpet.com site. Visit our web page to see all of our cats and kittens that are available for adoption.



0980 Sport Utility Vehicles



'14 Chevrolet Traverse LT AWD 4dr SUV w/LT, 3rd row seating, heated front seats, Dual sunroofs, new tires,

Just Reduced! \$13,995
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



'17 Chevrolet Suburban Premier 4X4. Really nice with dual DVD, heated and air-conditioning seats, new tires. Runs and drives great.

\$34,995
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



0980 Sport Utility Vehicles



'15 Ford Expedition EL King Ranch, 4X4 SUV, two DVD in the head rest, power windows, locks, heated and air conditioning seats, leather, back up camera, sunroof and new tires.

Just Reduced! \$22,995
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



0991 Minivans, Buses, Vans



'14 Chrysler Town and Country Touring-L, 4dr Mini-Van, Stow-N-Go seating, Dual DVD Players, 98K.

\$13,995
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



0995 Autos for Sale or Lease



'03 Chevrolet Impala LS 4dr Sedan, 3.8l motor, 109K.

\$6,495
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



0099 LEGALS

SVEHLA LAW OFFICES, P.C.

NOTICE OF AMENDED CERTIFICATE OF ORGANIZATION OF 1020 N. LINCOLN AVENUE, LLC
On the 30th day of December, 2022, an Amended Certificate of Organization of 1020 N. Lincoln Avenue, LLC, a

0099 LEGALS

Nebraska Limited Liability Company, was filed with the Nebraska Secretary of State's office. The Amended Certificate of Organization indicates that the Company's name has been changed from 1020 N. Lincoln Avenue, LLC to Sweet Okoboji Retreat, LLC. The original Certificate of Organization filed on February 29, 2016 remains in full force and effect except to the extent modified by the Amended Certificate of Organization.

Kelly M. Thomas, Agent
Svehla Law Offices, P.C.
408 N. Platte Ave., Suite A
York, NE 68467
(402) 362-5506
January 5, 12, 19 ZNEZ

ANGLE, MURPHY & CAMPBELL, P.C., L.L.O.
Attorneys at Law

NOTICE OF ORGANIZATION
NOTICE IS HEREBY GIVEN that 68638 FARMS, LLC, a Limited Liability Company was formed pursuant to the Nebraska Uniform Limited Liability Company Act as follows:
1.The name of the Limited Liability Company is 68638 FARMS, LLC.
2.The street and mailing address of the initial designated office is 408 E. KStreet, McCool Junction, NE 68401.
3.The name and street and mailing address of the registered agent for service of process for the Company is Matthew Toms, 408 E. K Street, McCool Junction, NE 68401.
4.The affairs of the Company shall be conducted by its Manager, Jeffrey Toms.

Michael J. Murphy, Attorney
Svehla Law Offices, P.C., L.L.O.
617 N. Grant Avenue
P.O. Box 584
York, NE 68467
(402) 362-7725
January 12, 19, 26 ZNEZ

ANGLE, MURPHY & CAMPBELL, P.C., L.L.O.
617 N. Grant Avenue
P.O. Box 584
York, NE 68467
(402) 362-7725
January 12, 19, 26 ZNEZ

NOTICE OF ORGANIZATION OF 820 N. ELMER, LLC
Notice is hereby given that 820 N. Elmer, LLC, a Nebraska Limited Liability Company, has been organized under the laws of the State of Nebraska. The limited liability company was formed on December 22, 2022, and shall have perpetual existence. The general nature of its business is to engage in and do any lawful act concerning any and all lawful business for which a limited liability company may be organized under the laws of Nebraska, and for all other purposes authorized by law, to the same extent as natural persons might or could do. Its affairs shall be conducted by a manager pursuant to an Operating Agreement duly adopted by the Company. The address of its initial designated office is 6

SVEHLA LAW OFFICES, P.C.

NOTICE OF TRUSTEE'S SALE
For default in the payment of debt secured by a deed of trust executed by Inez E Lee, dated December 18, 2007, and recorded on December 18, 2017, Document No. 30677, in Book No. 438, at Page 564 in the Office of the Recorder of Deeds, York County, Nebraska, the undersigned Successor Trustee will on March 3, 2023, at 10:00 AM, at the north doors on the west side of the York County, Courthouse, York, Nebraska, sell at

0099 LEGALS

Arbor Heights, York, NE 68467. Stephen H. Minderman is the company's initial designated agent for service of process, his address is 6 Arbor Heights, York, NE 68467.
Kelly M. Thomas, 18233
Svehla Law Offices, P.C.
408 N. Platte Ave., Suite Ave
York, NE 68467
(402) 362-5506
January 5, 12, 19 ZNEZ

NOTICE OF ORGANIZATION
Notice is hereby given that H.E.K. FARMS, LLC; a Limited Liability Company was formed pursuant to the Nebraska Limited Liability Company Act as follows:
1. The name of the Limited Liability Company is H.E.K. FARMS, LLC.
2. The address of the initial designated office is Chester R. Kiewer, 1118 Grant Ave., Apt. 3, York, NE 68467. The name of the registered agent is Chester R. Kiewer, whose address is Chester R. Kiewer, 1118 Grant Ave., Apt. 3, York, NE 68467. The address of the registered office is Chester R. Kiewer, 1118 Grant Ave., Apt. 3, York, NE 68467.

3. The general nature of the business is to engage in and to do any lawful act concerning any and all lawful business, other than banking or insurance, for which a limited company may be organized under the laws of Nebraska. To acquire, purchase, lease, or otherwise hold and own, personal and real property, farmland rental operations, and all related activities thereto.
4. The Company commenced existence upon the filing and recording of the Certificate of Organization with the Nebraska Secretary of State on January 5, 2023, and shall have perpetual existence.

5. The affairs of the Company shall be conducted by its Manager, Chester R. Kiewer.
H.E.K. FARMS, LLC
Chester R. Kiewer
1118 Grant Ave., Apt. 3
York, NE 68467
January 12, 19, 26 ZNEZ

NOTICE OF MEETING
Notice is hereby given that a meeting of the City Council of the City of York, Nebraska, will be held at 5:30 o'clock p.m. on Thursday, January 19, 2023, 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
January 12 ZNEZ

NOTICE OF PUBLIC MEETING
The Upper Big Blue Natural Resources District will hold the Board of Directors meeting on Thursday, January 19, 2023, at 1:30 p.m. in the NRD Administrative Office Building, 319 East 25th Street, York, Nebraska. The agenda, which is kept continuously current, shall be readily available for public inspection at the same address, during normal business hours.
January 12 ZNEZ

NOTICE OF TRUSTEE'S SALE
For default in the payment of debt secured by a deed of trust executed by Inez E Lee, dated December 18, 2007, and recorded on December 18, 2017, Document No. 30677, in Book No. 438, at Page 564 in the Office of the Recorder of Deeds, York County, Nebraska, the undersigned Successor Trustee will on March 3, 2023, at 10:00 AM, at the north doors on the west side of the York County, Courthouse, York, Nebraska, sell at

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

York County Commissioner
York County is currently accepting resumes for **County Commissioner District 2**. Must be a citizen of the United States, at least 18 years of age and have a high school diploma or GED. Must reside in district two and be a registered voter with no felony convictions per §23-150. Salary set per resolution, with full benefit package. Closing date: 1/19/2023. Return cover letter and resume to the York County Clerk's Office, 510 N. Lincoln Ave, York, NE 68467 or email them to payroll_hr@yorkcountyne.com.



YOUR NEWSPAPER

A SOURCE YOU CAN TRUST!

Aurora Cooperative
is accepting applications for a Full-time **Energy Delivery Sales & Serve** position at the Aurora, Upland, Bertrand, and Gibbon locations. CDL, Hazmat, and Tanker endorsements preferred. Apply online at www.auroracoop.com or send resume and/or application to Aurora Cooperative, ATTN: Phil Smith, PO Box 209, Aurora, NE 68818. Aurora Cooperative is an equal opportunity employer.

NOW HIRING Nebraska Correctional Center for Women

NEW HIRING RATES - HIRING BONUS -
Job stability and excellent benefits!
Additional \$3.00/hour facility differential for hours worked

- *Maintenance Specialist I \$19.03
- *Career Readiness Instructor \$16.178-\$23.849. Pay rate may be commensurate with education and/or experience
- *Behavioral Health Practitioners Mental Health Substance Abuse (PLADC/LADC) Pay commensurate with licensure.
- *Corrections Unit Caseworker & Corporal \$28.00/hour - New Increased Hiring Rate!!

Apply online at corrections.nebraska.gov/careers
For ADA accommodations call 1.402.479.5812
EOE/Vet

NEBRASKA
DEPT OF CORRECTIONAL SERVICES



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: yorkadoptpet.com

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.

HOW TO LIVE UNITED: JOIN HANDS. OPEN YOUR HEART. LEND YOUR MUSCLE. FIND YOUR VOICE. GIVE AN HOUR. GIVE A SATURDAY. THINK OF WE BEFORE ME. REACH OUT A HAND TO ONE AND INFLUENCE THE CONDITION OF ALL.

GIVE. ADVOCATE. VOLUNTEER. LIVE UNITED

United Way

Want to make a difference? Help create opportunities for everyone in your community. United Way is creating real, lasting change where you live, by focusing on the building blocks of a better life—education, income and health. That's what it means to Live United. For more, visit LIVEUNITED.ORG.



REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
January 5, 2023
5:30 PM o'clock P.M.

A meeting of the Mayor and City Council of the City of York, Nebraska, was convened in open and public session at 5:30 o'clock p.m. at the Council Chambers.

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

Mayor: Barry Redfern: Present. Councilmembers: Scott Van Esch: Present, Vicki Northrop: Present, Tony North: Present, Jennifer Sheppard: Present, Stephen Postier: Present, Jerry Wilkinson: Present, Matt Wagner: Present, Jeff Pieper: Present.

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

Minutes

Motion to approve the minutes of the December 15, 2022 meeting. Ayes with a motion by Jerry Wilkinson and a second by Jennifer Sheppard. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$1,342.91. Ayes with a motion by Jerry Wilkinson and a second by Jennifer Sheppard. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Abstain (With Conflict), Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Motion to approve the claim for Jeff Pieper of Pieper's Inc in the amount of \$1,134.21. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Abstain (With Conflict).

Claims

Motion to approve the claims for December 16, 2022 through January 5, 2023. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

City Administrator Report

Dr. Crawford notified the Council that there is an upcoming Home-based Business workshop with YCDC. The purpose is to educate citizens regarding opportunities, sales tax, resources and other information related to home-based businesses. The Blackburn Bridge construction is scheduled to start soon and the road work will begin in the spring/summer. The engineering of the trail project will also begin soon. The City Administrator and Clerk will be out part of next week for emergency training.

Fyr-tek Quote for Fire Equipment

Fire Chief, Tony Bestwick, shared that the donations come from a local foundation and this will provide for more extraction tools in emergency vehicles. Motion to approve the quote with Fyr-tek Sales and Service in the amount of \$52,418.14 for equipment for the Fire Department to be paid for with donations already received. Ayes with a motion by Jeff Pieper and a second by Matt Wagner. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Inter-local Agreement – Zuercher E911

Police Chief, Ed Tjaden, informed the Council that this could reduce future expenses because it is adding another entity to help share the cost of equipment. Motion to approve Addendum #1 adding the City of Milford as a party, interlocal agreement, for cooperative public safety software, hardware, and related services by and

among the counties of Butler, Saline, Seward and York, and the cities of Seward and York. Ayes with a motion by Scott Van Esch and a second by Jerry Wilkinson. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Closed Session

Motion to enter into closed session, joined by Lisa Hurley, Executive Director for York County Development Corporation, at 5:37 p.m. to discuss potential land acquisition, location and purchase price. Ayes with a motion by Matt Wagner and a second by Jeff Pieper. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Motion to come out of closed session at 6:09 p.m. where no action was taken. Ayes with a motion by Jeff Pieper and a second by Scott Van Esch. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 6:10 o'clock p.m.

Amanda Ring, City Clerk

Barry Redfern, Mayor

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00010	GALE	4	287.89	N			
01-00090	THE HOME DEPOT PRO	1	22.64	N			
01-00110	MATHESON TRI-GAS	3	371.04	N			
01-00120	JACKSON SERVICES INC	13	746.28	N			
01-00200	NEBRASKA MACHINERY CO	7	1,431.81	N			
01-00290	NORTH PRINTING & OFFICE S	19	2,917.89	N			
01-00340	BOUND TREE MEDICAL LLC	4	1,386.84	N			
01-00360	CITY OF YORK	1	130.55	N			
01-00390	YORK COUNTY CLERK	1	523.48	N			
01-00540	GLOBAL TECH, INC.	4	3,186.23	N			
01-00570	SUMMIT FIRE PROTECTION	1	193.65	N			
01-00630	MUNICIPAL SUPPLY OF NE	1	326.87	N			
01-00640	NEBRASKA PUBLIC POWER DIS	1	29,744.71	N			
01-00750	PIEPERS INC	2	210.49	N			
01-00780	PRESTO X COMPANY	8	426.20	N			
01-00800	BURST, LLC	23	965.61	N			
01-00960	GRAINGER	1	443.14	N			
01-01050	MICROFILM IMAGING SYSTEMS	1	120.00	N			
01-01070	NEBRASKA LIBRARY COMM.	1	278.60	N			
01-01090	BAKER & TAYLOR, INC	6	1,788.74	N			
01-01280	PLATTE VALLEY COMMUNICATI	1	329.50	N			
01-01290	GRAND CENTRAL FOODS, INC.	7	200.68	N			
01-01330	JLC, INCORPORATED	4	258.09	N			
01-01340	KOPCHOS SANITATION, INC	7	935.75	N			
01-01350	PROTEX CENTRAL INC.	1	5,154.74	N			
01-01470	SERVI-TECH LABORATORIES	3	294.00	N			
01-01490	NE DEPT OF REVENUE	2	10,234.38	N			

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-0168	BRIT A KOCH	1	150.00	N		
01-01840	CORNERSTONE BANK	1	95.00	N		
01-01980	SAHLING KENWORTH INC	1	7.20	N		
01-01990	WAGNER DECORATING	1	32.99	N		
01-02030	MIDLAND SCIENTIFIC, INC.	2	415.64	N		
01-02060	NE DEPT OF ENVIRONMENT &	1	8,086.88	N		
01-02080	TYLER TECHNOLOGIES - INCO	1	1,721.25	N		
01-02250	MILLER SEED & SUPPLY CO	1	21.50	N		
01-02500	YORK FARM SUPPLY LLC	1	4.00	N		
01-02560	CITYSERVICEVALCON LLC	2	48.80	N		
01-02620	LEAGUE OF NEBRASKA MUNICI	1	230.00	N		
01-02650	O'REILLY AUTO PARTS	3	42.96	N		
01-03930	YORK CHAMBER OF COMMERCE	2	168.00	N		
01-04050	GALLS INCORPORATED	3	544.03	N		
01-05310	SAPP BROTHERS PETROLEUM,	2	364.40	N		
01-05330	NEBRASKA SALT & GRAIN CO	2	15,435.05	N		
01-05600	YORK GENERAL HOSPITAL	1	142.00	N		
01-06370	HEIMAN FIRE EQUIPMENT, IN	1	631.37	N		
01-06630	FASTENAL	2	116.47	N		
01-06970	NISSAN ELECTRIC	2	422.00	Y		
01-09090	WINDSTREAM	1	269.79	N		
01-09110	HY-TEC AUTO SERVICE	6	1,419.01	N		
01-09220	CENTRAL NEBRASKA REFRIGER	1	874.85	N		
01-09740	BAMFORD INC	1	225.00	N		
01-1	MISCELLANEOUS VENDOR	6	2,318.00	N		
01-10020	YORK COUNTY REGISTER OF D	1	10.00	N		
01-10110	BADGER METER INC	1	291.80	N		

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT	G/L NO#	G/L NAME	G/L AMOUNT
01-14820	CHRISMULINIX	1	75.00	N			
01-15880	CHARLIE'S U-SAVE RX	1	173.59	N			
01-15900	ARAMARK UNIFORM SERVICE	6	560.48	N			
01-15980	HDR ENGINEERING INC	1	7,387.18	N			
01-16290	MICHAELA STUHR	1	52.50	N			
01-16570	DESSERT DIAMONDINDUSTRIE	1	541.00	Y			
01-16710	ONE CALL CONCEPTS INC	1	102.28	N			
01-16900	AQUA-CHEM INC	1	168.91	N			
01-17390	BEN QUICK	1	92.76	Y			
01-17530	BFT LP dba PET WASTE ELIM	1	617.99	Y			
01-19370	NE TECHNOLOGY & TELECOMMU	3	276.26	N			
01-19570	AED PROFESSIONALS	2	1,727.11	N			
01-19640	ELECTRONIC CONTRACTINGCO	1	87.00	N			
01-19940	OVERDRIVE INC	2	1,012.16	N			
01-19980	JEO CONSULTING GROUP INC.	1	3,030.00	N			
01-20850	DEARBORN LIFE INSURANCE C	1	5,260.05	N			
01-21860	GURNEY	1	1,803.43	N			
01-22050	HEAVY METAL SUPPLY CO	1	74.30	N			
01-22100	SLACK AUTO SUPPLY LLC	3	189.02	N			
01-22660	SPECTRUM ENTERPRISE	1	430.59	N			
01-22670	NATIONWIDE INS	1	100.00	N			
01-22700	SPECTRUM BUSINESS	3	259.69	N			
01-22790	SITE ONE LANDSCAPE SUPPLY	2	18,712.26	N			
01-23010	WILLIAM LAMBERT	1	61.97	Y			
01-24090	AXIA PAYMENTS	1	266.33	N			
01-24100	GLOBAL PAYMENTS	1	349.99	N			
01-24440	QUALITY SOUND & COMMUNICA	1	35.00	Y			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT	G/L NO#	G/L NAME	G/L AMOUNT
01-25020	911 YORK COUNTY COMMUNICA	1	138,852.87		N		
01-25100	NEBRASKA RURAL RADIO ASSO	1	370.00		Y		
01-25530	SAM'S CLUB MC/SYNCE	1	1,640.81		N		
01-25730	MUNSTER TINT & VINYL LLC	1	600.00		N		
01-26010	SOARIN GROUP	1	753.00		N		
01-26330	QUICK MED CLAIMS	2	9,640.93		N		
01-27210	MIDWEST AUTO PARTS INC.	10	2,861.33		N		
01-27220	MATTHEW FRANKEN	1	400.00		Y		
01-27400	WY-AD ENTERPRISES LLC	1	41,691.80		Y		
01-27490	SUE CRAWFORD	1	65.00		N		
01-27500	NEBRASKA GENERATORSERVIC	1	1,227.34		N		
01-28020	NEC COMMUNICATIONSAMERIC	1	2,228.79		N		
01-28080	FIRST NATIONALCOMPANY	1	1,000.00		N		
01-28250	DUSTIN JOHNSON	1	2,108.70		N		
01-28510	LEE ENT ADVERTISING	1	460.00		N		
01-28520	IRON DIAMOND MEDIA	1	1,400.00		N		
01-28540	AMAZON BUSINESS	19	1,325.79		N		
01-28730	PRIMARY PHARMACEUTICALS	1	508.91		N		
01-29500	AT & T MOBILITY	1	185.08		N		
01-29780	MOTOROLA SOLUTIONS INC	1	8,316.00		N		
01-29840	MITCH MEYER	1	150.00		N		
*** REPORT TOTALS ***		265	356,230.99				
	Payroll		167,450.05				
	Totals		523,681.04				

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	: 1/06/2023 THRU 1/19/2023	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

DEPARTMENT REPORTS

DECEMBER 2022

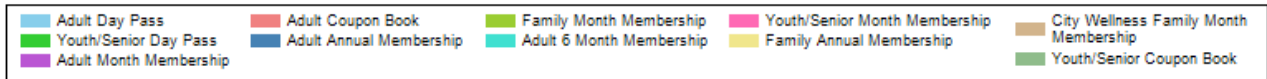
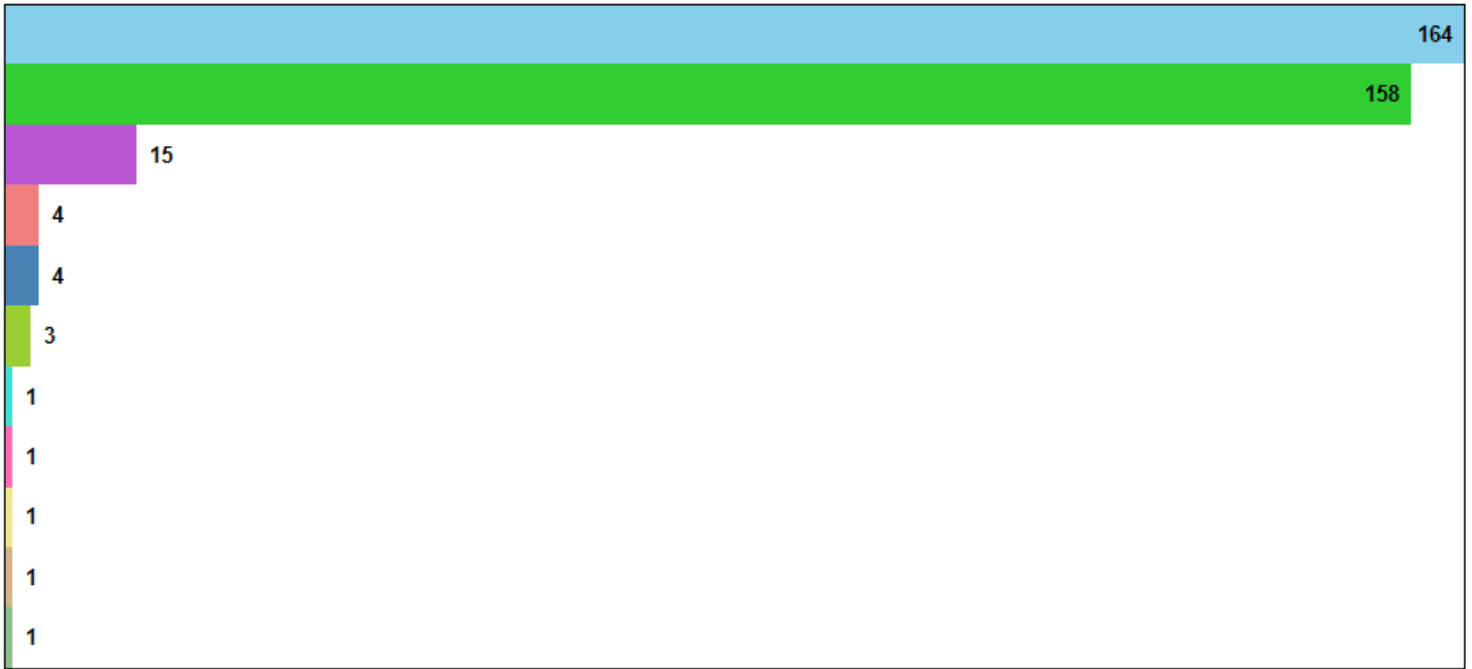
COMMUNITY CENTER
FIRE
KILGORE MEMORIAL LIBRARY
POLICE
PUBLIC WORKS

Community Center

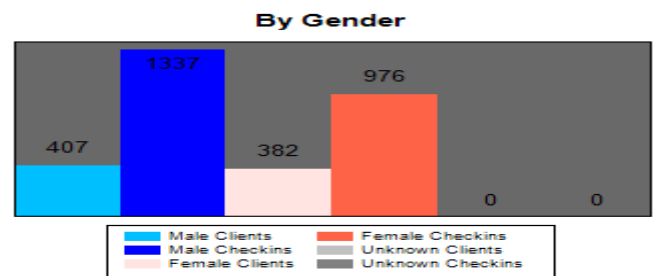
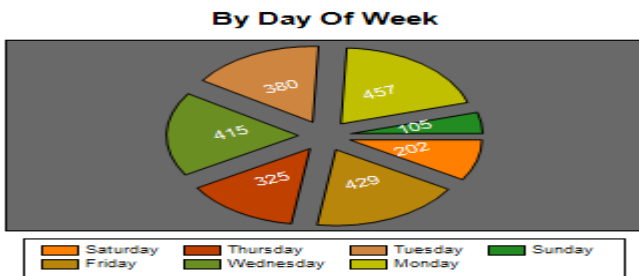
Total Income (Unofficial): \$11,287.90

	CASH	CHECK	CREDIT	TOTAL	Center Admissions	Aud Admissions	FAC Admissions	Center Programs	FAC Programs	Center Rentals	Aud Rentals	Miscellaneous	Notes
TOTALS	\$3,437.40	\$2,721.00	\$5,129.50	\$11,287.90	\$4,390.90	\$28.00	\$0.00	\$2,889.00	\$0.00	\$2,135.00	\$1,835.00	\$10.00	Pickleball Donation

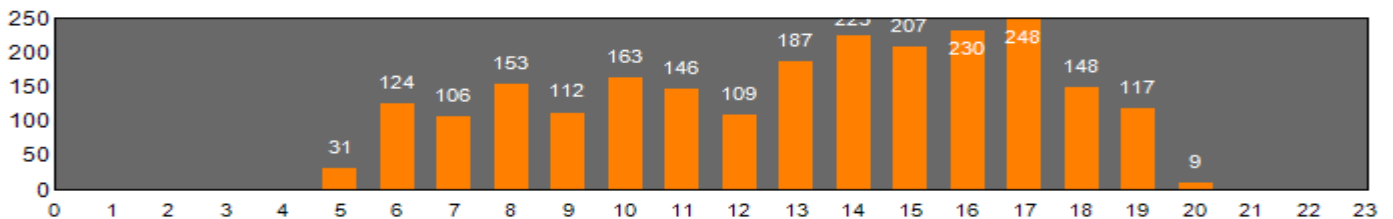
Total Memberships/Day Passes/Coupon Books Sold: 353



Total Membership Attendance: 2,313



By Hour of Day



York University Attendance: 208

Adult/Community/Youth Programs/Leagues:

Adult Programs/Leagues: 12 Days of Fitness, Adult Lap Swim, Noon Ball, Senior Water Aerobics, Holly Jolly Volleyball Tournament, Adult Water Aerobics, & Coed 6's Indoor Fall Volleyball

Community Programs/Leagues: Story Walk, Pickleball Open Rec, Yoga, Game On!, Candy Cane Hunt & Cookie Decorating

Youth Programs/Leagues: Middle School 'Lock-In,' Munchkin Mornings, *NEW* Mini Masterminds, Parents' Night Out - Holiday Edition, & Snowblazers

Ballpark Complex

Total Income (Unofficial): \$6,400.00

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Miller Concessions	Rental Fees	Player Fees	Sponsorships	RV Fees	Split % w/	Notes
TOTALS	\$0.00	\$6,400.00	\$0.00	\$6,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,400.00	\$0.00	\$0.00	

Rentals/Reservations			
Location	Amount	Type	Notes
Community Center	126	YPR Programs/Leagues: Adult Lap Swim, Yoga, Senior Water Aerobics, Game On!, Middle School 'Lock-In,' Munchkin Mornings, Mini Masterminds, Adult Water Aerobics, Noon Ball, Parents' Night Out - Holiday Edition, & Snowblazers, YHS Lifeguard Class, Party Packages: Birthday Parties & Going Away Party, Youth Basketball Practice, & Osceola Public Middle School Party	
Family Aquatic Center	0	NONE	End of Season Closure in August
Ballpark Complex	0	NONE	
Batting Cages	0	NONE	
Fields	0	NONE	
Auditorium	78	YPR Programs/Leagues: Pickleball Open Rec, Noon Ball, & Snowblazers Set Up & Program, Youth Basketball Practices, Homeschool Tournament Event Preparation, Event, & Cleaning, Sunrise Sertoma Soup Supper Event Preparation, Set Up, & Event, Holiday Festival Set Up, Event, & Tear Down, Baby Shower Event & Tear Down	
Parks/Fields	1	Listed Below	
East Hill Park	1	Candy Cane Hunt & Cookie Decorating	
Foster Park	0	NONE	
Harrison Park	0	NONE	
Mincks Park	0	NONE	
Beaver Creek Field	0	NONE	
Levitt Stadium Field	0	NONE	
Miller Park Fields	0	NONE	

Supply Works

Public Works: \$0.00
 City Offices: \$16.64
 Police: \$16.64
 Library: \$60.36
 Center: \$54.22
 Auditorium: \$197.82
 Fire: \$189.96
 TOTALS: \$535.64

Report Completed by Cheree Folts, Director of Parks and Recreation on 1/11/23.



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

York Fire Department

Monthly report December 2022

The month of December was very busy for our department. We had 165 calls for service, which is close to our monthly record. We had 120 – 911 EMS calls. Majority of these were to residences, not motor vehicle accidents. We had 26 transfers to hospitals for more advanced care. Due to the very cold weather and wind chill, we had an abnormal number of automatic alarms. We had at least 6 instances where fire sprinkler lines froze and broke causing thousands of dollars in damages to those buildings. And winter is just beginning. We had 10 automatic alarms, 1 rescue from a stalled elevator, 3 smoke events where our positive pressure fans were used to dissipate the smoke in a building, a vehicle fire, a vegetation fire, a carbon monoxide incident, a power line down, and a gas leak for a total of 19 fire calls for the month.

Training for the month was mostly our Firefighter 1 class. Which has 4 York Fire participants. We had 3 career staff attend the 12-lead class on interpreting EKGs hosted by Lincoln Fire Department. Darrell Traudt is continuing his paramedic class. The Fire Chief attended on line training on EMS instruction. One of our volunteers, Corey Parsons, started an EMT class in Columbus. The career staff did some in house ALS trainings on their shift. We had a total of 227 hours of training in December.

The Fire Chief attended an organizational Traffic Incident Management meeting December 5th. We then had a regular Traffic Incident Management meeting on December 7th. We critiqued 2 car accidents with injuries that York Fire responded to. These TIM meeting are to ensure the safety of our first responders while responding to roadway incidents. Another thing we have been preparing for is the Center for Medicare and Medicaid have selected York Fire Department for data collection for the year of 2023. So, we have been meeting to change our EMS reports to make the data collecting easier. Our data collection includes our calls, our vehicle's mileage, our vehicle costs, our support vehicles used on EMS calls cost, our personnel costs, our capital medical equipment costs, our medication costs, our disposable medical equipment costs, our fire station costs, and our medical billing costs. I am sure I have missed a few. Pellie and I have been meeting on this. We have some examples of excel spreadsheets we will be using and we are waiting on some other data collection tools. We will be posting updates to our spreadsheets monthly so we will not have a scramble at the end of the year. We have until May of 2024 to report.

We received a \$53,000 donation from the Blum Foundation for the purchase of battery operated combi tools and rams to be put in our squads for vehicle extrication. A combi tool is a set of jaws that we can use to pry open doors of vehicles, it also has the ability to cut metal if needed. A ram opens up areas for us to get into.

We have just completed the busiest year in York Fire Department history. I will go into more detail with my yearend report due in March but I will say we had 1655 calls for service in 2022. Our volunteers set a record for number of responses they were needed at the station. Our training hours are the most we have every had in a year at York Fire too. I am proud of our personnel. We are thankful for a City Administration that supports us, we are thankful for a rural board fire board that supports us.

Kilgore Memorial Library
Director's Report
Prepared for the January, 2023
York City Council meeting

1. The Elmer Baker Display case is hosting a display of art by Library staff member, Janey Due. There are water color paintings and Artist's Conk etchings included. The Kent Bedient Gallery has a display of artwork by York resident Giovanni Correa. This display includes a variety of portraits in several mediums.
2. Reindeer Boot Camp closed our StoryTime season for 2022. This fun program helped the participants learn about working at the North Pole and preparing for Santa's big day. After making crafts, pulling sleighs filled with books and having refreshments, participants received their antlers and red noses from Santa himself. Thanks to the volunteers from the Friends of the Library for making this event possible.
3. Our Technical Services staff, Rachel and Leo are preparing to start an inventory of the cataloged items at the library. This process will take most of the year. After scanning items in each collection reports of missing, miss shelved and deleted items will be generated. The data cleanup will be the most time consuming part of this process. Having a clean catalog will be appreciated by front desk staff and patrons alike.
4. The Saturday morning Lego Club continues to meet this fall. Stop in any Saturday at 10 am to learn more. We will be celebrating International Lego Day on January 28. The Friends plan to donate new Legos for the club and there will be Lego-like snacks at this meeting.
5. Our partnership with the YMS after school program continues. Janey and Carol will be leading a workshop studying artists and their style of art. This class will meet once a week through February 2.
6. New security cameras have been installed at the Library. The new interior cameras provide a 360° view of the facility and outside of the building a new bi-directional camera offers views of the new Music Garden instruments.

Respectfully submitted by,



Debora Robertson
Director, Kilgore Memorial Library

LIBRARY DATA AT A GLANCE

Data Type	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	March 2023	April 2023	May 2023	June 2023	July 2023	Aug 2023	Sept 2023	Year to Date
Added to Physical Collections	235	310	383										928
Added to E-Book Collections	379	355	474										1208
Physical item circulation	5,032	4,729	2,698										12,459
E-books Circulations	1,405	1,427	1,447										4279
New Patrons	28	18	26										72
Public Computer logins	675	538	480										1693
Door Count	3,051	2,811	2,592										8454
Website visits	2,216	1,852	1,569										5,637
Meeting Room Use	1,258	301	209										1,768

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

DECEMBER 2022

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

Accidents calls in total	27
Cases	17
CFS only	10
Property damage accidents	15
Hit & run accidents	10
Personal injury accidents (persons injured –)	2
Fatality accidents	0
Number of vehicles involved in accidents	
Total Mileage patrolled	10,065
(800- 511: 802 – 70; 803 – 1113; 804 – 3549; 805 --1721; 806 – 2571; 808 – N/A; 809-- 530)	
Total Calls for Service (CFS)	593
Tickets Issued—(T-traffic/ P-parking/ A-animal/ H-Notification-health)	
T-Citations – 20 ; P-Citations – ;	
T-Warnings –13 ; P-Warnings - -; A-Warnings – 23 ; H-Warnings -	
P-Non-moving Violation-- ; Defects— 7 ; H-Notifications -- ;	
Verbal Warnings (all) - 153- ;	
Health/Vegetation CFS	1
Animal/dog bite CFS	30
Parking related CFS	10
Extra/Special Services-(Escorts ; Other chks ; Aid ; Patrol)	15
School checks	3
Welfare Checks	17
Alarms (Business/Residential)	23
Traffic related CFS (Stops- Offenses- Mot. Asst-)	221
Juvenile involved CFS (juv-runaway/missing/kidnapping-abduction).	11
HHS-Child Abuse/Neglect-Adult Protective Services	21
Assaults/Sexual Assaults reports/investigated	5
Disturbance/Disorderly Conduct CFS	21
Vandalism/Property Damage (Criminal Mischief) reported/investigated	2
Forgery/Fraud reported/investigated	5
Burglary reported/investigated	0
Larceny (Theft-Motor Veh) reported/investigated	18
Criminal Offenses (Cases Made)	46
-Citations in lieu of Arrest.	7
-Arrests	10



**DEPARTMENT OF PUBLIC WORKS
MONTHLY REPORT**

December — 2022

STREET DEPARTMENT

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

Street	14	Airport	0	Park	0	Fire	0
Police	0	Landfill	0	Wastewater	7	Water	0

The street sweeper operated 24 hours in December, during which time 60 miles were swept and 17 cubic yards of material were removed from the city streets.

Other major labor activities included:

Job	Hours
General maintenance	124
Right-of-way maintenance	32
Gravel street/alley maintenance	0
Snow removal	413
Mowing/weed control	0
Tree/shrub maintenance	0
Paved surface maintenance	17
Equipment services	8
Sidewalk repair	0
Traffic signing/signal installation/repair	71
Shop cleaning	28
Storm sewer repair	2
Property Maintenance	155
Trash removal	34
Plant wages	72
Building maintenance	30
System maintenance	7
TOTAL	993

PARK DEPARTMENT

Park personnel performed the following activities:

Job	Hours
Trash removal	4
Restroom cleaning	0
Property maintenance	102
Mowing/weed control	0
Tree/shrub maintenance	9
Building maintenance	0
Ball field maintenance	66
Playground equipment maintenance	0
General maintenance	4
Plant wages	8
Sidewalk repair	3
Paved surface maintenance	7
TOTAL	203

WASTEWATER TREATMENT PLANT

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

	Last Month	2022	2021	Units
Total flow	29,880,847	26,690,812	27,004,150	gallons
Average flow/day	996,028	860,994	871,102	gallons
Average flow/person	124.50	107.62	109	gallons
Grit and screenings to landfill	46.38	24.10	58.13	tons
Bio solids wasted	1.174474	1.22991	1.9668879	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	215
Laboratory testing	56
Sludge removal	4
Equipment maintenance	165
Building maintenance	75
Sewer system maintenance	51
Property maintenance	67
One-call locates	8
Pump/well maintenance	3
TOTAL	644

WATER DEPARTMENT

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

	Last Month	2022	2021	Unit
Total water pumped	25,996,000	23,438.00	22,177,000	gallons
Total water billed	35,089,193	29,713,073	25,809,728	gallons
Average use per day	838,581	756,065	715,387	gallons
Average use per person	105	95	89	gallons
Total electricity used	50,020	157,974	37,827	kW
Pumps yield	520	148	586	gallons/kW
Peak pumping date	30 th	31 st	3 rd	
Peak amount	1,433	958,000	927,000	gallons

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

	2022	2021
Water bills	1,818	1,818
Sewer bills	1,768	1,769
New taps	1" - 1	¾" - 1
Service leaks	0	1
Main leaks	1	0
Diggers Hotline calls	124	73

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	36
Meter reading	31
Meter maintenance	7
Pump/well maintenance	6
Final notice collection	3
Distribution maintenance	202
One-call locates	8
Property Maintenance	28
General maintenance	38
Custodial	8
Building maintenance	14
Tree/shrub maintenance	8
Paved surface maintenance	5
Meter install	12
TOTAL	406

SOLID WASTE RECEIVING CENTER AND LANDFILL

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

	2022		2021	
	Trips	Tons	Trips	Tons
Landfill	1873	6636.55	752	2403.26
C & D	1480	3807.88	48	86.09
Transfer Station	490	97.67	121	21.35
Brush Pile	266	130.32	55	49.04
Tire Pile	11	0.00	9	0.00
Metal Roll-off	11	0.00	6	0.00
Total	4131	10672.42	991	2559.74

Revenue collected during December totaled \$144,253.25. The same period last year totaled \$111,947.01.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	143
Landfill Equipment	546
Wind screen & litter control	0
Recycling Act	0
Plant wages	22
General maintenance	16
Property maintenance	8
TOTAL	735

AIRPORT

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	94
Building maintenance	0
Mowing/weed control	0
TOTAL	94

SUMMARY BY DEPARTMENT

Department	Hours	Percentage	Full Time Equivalent
Street	993	32	6.2
Parks/FAC	203	7	1.3
Landfill	644	21	4.0
Wastewater	406	13	2.5
Water	735	24	4.6
Airport	94	3	0.6
TOTAL	3,075	100	19.2

BUILDING INSPECTIONS AND PERMITS

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

Inspections:	2022	2021	Permits Issued:	2022	2021
Building	23	28	Building	17	17
Electrical	14	23	Electrical	7	4
Plumbing	5	23	Plumbing	5	1
Mechanical	9	19	Mechanical	7	13
Nuisance	1	0	Curb/Street	0	1
Total	52	93	Total	36	36

Seventeen permits were issued in December for a value of \$954,865.63, which brings the total for the year to \$46,227,124.23. (See attached.)

Permits of note issued:

- APC Inc Reroof \$236,910.18
- Epworks LLC Kitchen & Restroom Remodel \$150,000.00
- York University Restroom Renovation @ Thomas Hall \$400,000.00

BOARD OF PUBLIC WORKS

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

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

Attendance taken at 4:00 P.M.

Present Board Members:

Marlowe Wall
Kenny Ekeler

Absent:

Matt Leif
Bill Williamsen
Carston Staehr

Also Present:

James Paul, Director of Public Works

The Board of Public Works did not meet on Tuesday, December 13, 2022 due to lack of quorum.

Building Permits issued in December 2022

03-Jan-23

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
100045	Mel & Brenda Sarnowski	722 N Maine Ave		Foundation repair	20,000.00
100043	Collins UTC Aerospace	2800 Division Ave		Sign	
100042	APC Inc	2730 Enterprise Ave		Reroof	236,910.18
100039	Amy & Kelly Kadavy	1507 Clearview Blvd		Fence	5,667.45
100038	Generation LLC	827 N Blackburn		Windows	2,000.00
100034	Mogul's Transmission	1501 Division Ave		R & R roof damage from hail	52,000.00
100033	Ron Svoboda	558 W 4th St		R & R roof damage from hail	22,000.00
100030	Edison Hoang	224 N Lincoln Ave		Sign	1,600.00
100029	Debbie Kurtzer	709 N Burlington Ave		Reroof	10,000.00
100049	Best Western	4619 S Lincoln Ave		Sign	
100050	Best Western	4619 S Lincoln Ave		Sign	
100053	Epworks LLC	2119 N Division Ave		Kitchen & Restroom remodel	150,000.00
100054	York University	915 Kiplinger Ave		Restroom renovation @ Thomas Ha	400,000.00
100055	Cornerstone	1730 N Lincoln Ave		Sign	
100056	Cornerstone	526 N Grant Ave		Sign	
100058	York Co Farmers Mutual	400 N Lincoln Ave		Reroof	36,688.00
100057	Carol Miller	69 S Platte Ave		Reside	18,000.00

\$954,865.63

Permits Issued: 17

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

GRAND CENTRAL FOODS, INC.
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

311 N. LINCOLN AVE. YORK, NE 68467
Retail Liquor License Address or Non-Profit Business Address

102737
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 3/11/23

Event Start Time(s): 5:30 AM

Event End Time(s): 8:00 P.M.

Alternate Date: N/A

Alternate Location Building & Address: N/A

Event Building Name: KILGORE MEMORIAL LIBRARY

Event Street Address/City: 520 N. NEBRASKA AVE. YORK, NE 68467

Indoor area to be licensed in length & width: 75 X 100

Outdoor area to be licensed in length & width: ___ X ___ (Diagram Form #109 must be attached)

Type of Event: YORK UNCOCKED - FUNDRAISER Estimate # of attendees: 200

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: HAZEL THOMAS Event Contact Phone Number: (402) 710-3245

Event Contact Email: grandc-foods@hotmail.com

*Signature Authorized Representative: [Signature] Printed Name HAZEL THOMAS

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

City of York Related Party Questionnaire

We need an accurate listing of all possible related party vendors for our audit each year.

Please return this questionnaire to Jean Thiele or Pellie Thomas by December 31, 2020.

1. Do you presently do business with the City of York or intend to do business with the City of York through a business in which you or an immediate family member (in the same household) hold an ownership interest?

If no, skip question 2. But please, sign & date the form and return to the office.

Yes No

2. If yes, please answer these three questions:

Name of Company NO BLUE RESCUE LLC.

Nature of Business lifeguard & CPR / First Aid.

Relationship owner / instructor.

Brittany Steiner
Printed Name

Brittany Steiner
Signature

12-15-2022.
Date

City of York Related Party Questionnaire

We need an accurate listing of all possible related party vendors for our audit each year.

Please return this questionnaire to Jean Thiele or Pellie Thomas by December 31, 2020.

1. Do you presently do business with the City of York or intend to do business with the City of York through a business in which you or an immediate family member (in the same household) hold an ownership interest?

If no, skip question 2. But please, sign & date the form and return to the office.

Yes No

2. If yes, please answer these three questions:

Name of Company Henderson State Bank

Nature of Business Banking

Relationship Director/employee

Stephen Postier
Printed Name

Stephen Postier
Signature

12/15/22
Date

City of York Related Party Questionnaire

We need an accurate listing of all possible related party vendors for our audit each year.

Please return this questionnaire to Denise Pfeifer.

1. Do you presently do business with the City of York or intend to do business with the City of York through a business in which you or an immediate family member (in the same household) hold an ownership interest?

If no, skip question 2. But please, sign & date

Yes

No

the form and return to the office.

2. If yes, please answer these three questions:

Name of Company Sign Gypsies York

Nature of Business Yard Signs

Relationship Rental of Signs for Events

Terri Carlson
Printed Name

Terri Carlson
Signature

1/17/23
Date



AGREEMENT RENEWAL

Maintenance Agreement No. 25 / QE2116
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of YORK
Municipal Extensions in YORK

We hereby agree that Maintenance Agreement No. 25 / QE2116 described above be renewed for the period January 1, 2023 to December 31, 2023.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2022, with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, _____.

ATTEST: City of _____

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, _____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: York

Date: 1/1/22

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 9.16 lane miles. Pursuant to Sections 1d, 8c, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

9.16 lane miles x \$2,100.00 per lane mile = \$19,236.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$665.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

10.30 lane miles x \$665.00 per lane mile = \$6,849.50

Other (*Explain*)

\$19,236.00 - \$6,849.50 = \$12,386.50 due the City

**ATTACHMENT C
CITY OF YORK--2022**

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2105**

Description	HWY NO.	Reference Post		Length in Miles	Total Driving Lanes	Total Lane Miles	Responsibility	
		From	To				State	City
South City limits to S. 21 st St.	81	57.64	59.93	2.29	4	9.16	*9.16**	
West City limits to leave City limits	34	271.31	271.75	0.44	2	0.88	0.88**	
Re-enter City limits to leave City limits	34	271.93	271.96	0.03	2	0.06	0.06**	
Re-enter City limits to east City limits	34	273.38	273.48	0.10	2	0.20	0.20**	
TOTALS:				2.86		10.30	10.30	

***State will pay City for surface maintenance 9.16 lane miles.**

****City will pay State for snow plowing 10.30 lane miles.**

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of YORK
Municipal Extensions in YORK

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION
AGREEMENT

THIS AGREEMENT, made and entered into by and between YORK hereinafter referred to as the "City"; and the State of Nebraska, Department of Roads, acting by and through its Director-State Engineer, hereinafter referred to as the "State" and this agreement is to have an effective date of January 1, 2022.

WITNESSETH:

WHEREAS, Nebraska Revised Statutes, relating to highways, set out the responsibilities of the State, counties and incorporated municipalities in the establishment of uniform standards of design, construction, operation and maintenance of said highways, and

WHEREAS, the State and the City wish to enter into an agreement relative to the maintenance of said highways, and

WHEREAS, Neb. Rev. Stat. § 39-1339, § 39-1344, § 39-1372, § 39-2105, § 60-6,120 and § 60-6,121, set out in detail the maintenance responsibilities of the State and the City; said responsibilities shall be incorporated herein by this reference. Therefore, the parties hereto understand that the maintenance responsibilities of the City and State under the above referenced laws are as set forth by Attachment "A" attached hereto.

NOW THEREFORE, in consideration of these facts the parties hereto agree as follows:

SECTION 1a: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Metropolitan, Primary and First Class, the design of which

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of YORK
Municipal Extensions in YORK

exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, not including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1b: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Second Class and Villages, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1c. The City agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those municipal extensions of all rural highways, and the State shall reimburse the City as set out in Section 8b of this agreement for the maintenance of that portion of said municipal extension that has been designated by statute as the State's responsibility. No allowance will be made for turning lanes or for lanes used on a part-time basis as parking lanes, or other auxiliary lanes within municipalities of the Metropolitan, Primary and First Class. No allowance will be made for turning lanes or other auxiliary lanes except parking lanes within municipalities of the Second Class and Villages.

SECTION 1d. Special provisions in which the State shall perform partial maintenance and the City shall perform partial maintenance on the same municipal extension(s) shall be set out by addendum, in detail in Attachment "B" attached hereto, referred to in Section 5 of this agreement. Said addendum to include specific responsibilities of the State and the City and dollar amounts allowed for performance of said work by the State and by the City.

SECTION 2. Maintenance that may be required by "Acts of God" is not covered by this agreement but shall be performed under special agreement in each specific case.

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of YORK
Municipal Extensions in YORK

SECTION 3. Repair or reconstruction projects beyond the scope of normal surface maintenance, which are let to contract through the State's contract letting procedure, are considered to be beyond the scope of this Agreement. Normal surface maintenance shall include, but is not limited to the following maintenance activities: Crack Seal, Joint Seal, Fog Seal, Seal Coats, Spot patching, Pothole repair, Sweeping, Surface Milling, Concrete patching, miscellaneous full-depth concrete replacement, or Preventive maintenance. In order to facilitate repair or reconstruction of projects which are beyond the scope of normal surface maintenance, the City shall submit, on an annual basis, a long-range plan (5 years) for such projects to the State. In the event the State and/or the City should desire to do such work, the parties hereto may enter into a separate agreement for the appropriate cost sharing.

SECTION 4. It is further understood that normal surface maintenance and maintenance of appurtenances by the City shall include the identifying, locating, and marking with flags of all buried municipally owned and state owned utility facilities that occupy Nebraska Department of Roads right-of-way. The above mentioned utility facilities are those that service highways referenced in this agreement and properties adjacent to the above referenced highways and will be identified, located, and marked with flags upon the request of the State or the One Call Notification Center. Identification of buried utility facilities shall follow the provisions of the One Call Notification System Act, §76-2301 through § 76-2330. (NE Rev. Stat.)

SECTION 5. Only those municipal extensions of rural highways shown on the attached list marked as Attachment "C" attached hereto, and hereby made a part of this agreement shall be covered by this agreement; however, additions and deletions may be made to Attachment "C" by mutual written agreement of the parties hereto.

SECTION 6. The above mentioned highways shall be inspected periodically, at least quarterly, by the Department's District Engineer or the District Operations and Maintenance Manager, or their authorized representatives, and by the City's Director of Public Works or his authorized representative to review the adequacy of the maintenance work which has been performed.

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of YORK
Municipal Extensions in YORK

SECTION 7. Materials used by the City in the performance work hereunder shall be selected by mutual agreement of the parties hereto.

SECTION 8a. If Section 1a or 1b of this agreement is incorporated herein, the City will pay to the State the sum of \$ per Attachment "B" per lane mile. The above cost figures shall include all labor, equipment, tools, materials and supplies used or furnished by the State in the performance of the work on the above mentioned highways. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8b. If Section 1c of this agreement is incorporated herein, the State will pay the City the sum of \$ per Attachment "B" per lane mile. The above cost figure price per lane mile shall include all labor, equipment, tools, materials and supplies used or furnished by the City in the performance of such work. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8c. If Section 1d of this agreement is incorporated herein, the costs of partial maintenance by the State and by the City computed by fractional mile or fractional month and as set out in detail in Attachment "B", shall be offset to determine the amount, if any, to which one party or the other may be entitled after said offset.

SECTION 8d. Payment under this agreement will be made on an annual basis after December 31, as soon as possible after submission by the State to the City or the City to the State, as the case may be, of a Certificate approved by the District Engineer of the State, providing all work has been done during the period for which payment is made in full conformity with the agreement.

SECTION 9. Upon the failure of the City to perform any of the work named herein under the terms of this agreement, the Director or District Engineer of the State may, with concurrence of the City's Director of Public Works, do and perform such work or cause it to be done and performed and may retain from any monies then due to the City or thereafter becoming due, any such amount as is required for the completion of such work, provided, however, that this

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of YORK
Municipal Extensions in YORK

paragraph shall not be construed to relinquish any rights of action which may accrue in behalf of either party as against the other for any breach of agreement.

SECTION 10. It is further understood that all persons working on such highways are employees of the State, City or of contracted third parties. All contracts and agreements made by the City with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and shall comply with all State laws and requirements relating to construction and maintenance contracts.

SECTION 11. The City agrees to keep existing and new right-of-way free of encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration (FHWA).

SECTION 12. The City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 13. The parties do further agree, anything to the contrary herein notwithstanding, that the Director-State Engineer of the State of Nebraska, either in his individual or official capacity, shall not be responsible or liable in any manner to the City or to any other person or persons whatsoever for any claim, demand, action or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the negligent performance and completion of the work and improvements provided for herein by the City or its agents or arising out of any contract let by the City for the performance of any of the work provided herein.

SECTION 14. The City indemnifies, saves and holds harmless the State and all of its departments, agents, and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of the execution or performance of the work provided for herein by the City or its agents and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purposes of asserting any claim of whatsoever character arising hereunder as a result of work performed by the City or its agents.

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of YORK
Municipal Extensions in YORK

SECTION 15. This agreement shall not be construed as a relinquishment by the State of any powers or control it may have over the herein before described highways.

SECTION 16. This agreement shall terminate December 31, 2022, except that it may be renewed for one year at a time and each January 1 thereafter for up to four additional years by written concurrence of both parties hereto. After five years, a new agreement must be executed. The lane mile payment provided in Section 8 hereof may be renegotiated to the satisfaction of both parties at any renewal date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this 2 day of December, 2021.

ATTEST:

C. Jean Jensen
City Clerk

CITY OF YORK

Don Walker
Mayor

EXECUTED by the State this 10th day of December, 2021.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

Leah Wahlgren
District Engineer

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

Attachment "A"

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Maintenance Responsibility</u> Neb. Rev. Stat. § 39-2105			
	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Maintenance Responsibility</u> Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121				
	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: York

Date: 1/1/22

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 9.16 lane miles. Pursuant to Sections 1d, 8c, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

9.16 lane miles x \$2,100.00 per lane mile = \$19,236.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$665.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

10.30 lane miles x \$665.00 per lane mile = \$6,849.50

Other (*Explain*)

\$19,236.00 - \$6,849.50 = \$12,386.50 due the City

**ATTACHMENT C
CITY OF YORK--2022**

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2105**

Description	HWY NO.	Reference Post		Length in Miles	Total Driving Lanes	Total Lane Miles	Responsibility	
		From	To				State	City
South City limits to S. 21 st St.	81	57.64	59.93	2.29	4	9.16	*9.16**	
West City limits to leave City limits	34	271.31	271.75	0.44	2	0.88	0.88**	
Re-enter City limits to leave City limits	34	271.93	271.96	0.03	2	0.06	0.06**	
Re-enter City limits to east City limits	34	273.38	273.48	0.10	2	0.20	0.20**	
TOTALS:				2.86		10.30	10.30	

***State will pay City for surface maintenance 9.16 lane miles.**

****City will pay State for snow plowing 10.30 lane miles.**

TASK ORDER 42

This Task Order pertains to an Agreement by and between the City of York, Nebraska, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated October 13, 2011, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: **42**

PROJECT NAME: **YASWA Title 132 C&D Permit Renewal - 2023**

PART 1.0 PROJECT DESCRIPTION:

The YASWA Construction and Demolition (C&D) Landfill’s current Title 132 permit will expire on December 9, 2023. The Nebraska Department of Environment and Energy (NDEE) will require a permit renewal application that addresses their comments presented in a comprehensive review letter, which will be discussed at a site visit that is anticipated to be performed in February/March 2023 with the City of York (City). This scope of services describes the objectives, activities, deliverables, key assumptions, and approach that HDR proposes to utilize in carrying out the engineering services necessary for the preparation of the Title 132 permit renewal for the YASWA C&D Landfill. The permit renewal application prepared in 2018 by HDR will be utilized to the extent possible and be updated for the proposed permit renewal application.

PART 2.0 SCOPE OF SERVICES:

Task Series 100 – NDEE Comprehensive Permit Review Meeting

HDR activities for this task include the following:

- Review the NDEE comment letter prior to the meeting. Provide input to YASWA on preliminary responses and identify items for further discussion during the meeting.
- Prepare a data request list and furnish to YASWA to obtain available data required to complete calculations and permit updates. This list is likely to be minor as previous 2018 Title 132 C&D Permit Renewal was prepared by HDR.
- HDR to attend the comprehensive permit review meeting with NDEE and YASWA at the YASWA Landfill site. HDR will assist YASWA with discussions and preliminary responses during the meeting.

DELIVERABLES:

- Any additional data requests to YASWA.

MEETINGS:

- In person meeting at the YASWA landfill for the NDEE comprehensive review with two (2) HDR professionals.

Task 200 – Title 132 C&D Permit Renewal

Development of the 2023 YASWA C&D Permit Renewal will include the following tasks

- Prepare the NDEE form for Application for Construction and Demolition Landfill for YASWA to execute.
- Revise and update the YASWA C&D Landfill permit renewal application:
 - Locational Criteria
 - Distance to Groundwater, Surface Water, Population, Nearest Municipality, Land Use, Floodplains, Wetlands, Unstable Areas
 - Design Criteria
 - Facility Design, Run-on and Run-off, Predevelopment and Proposed Development Maps, Construction and Quality Assurance Plan

- Operational Criteria
 - HDR will review current operations with YASWA to identify any additional operational changes to be described and captured in the Operational Plan update. Items included:
 - Waste Receipt, Days and Hours of Operation, Employees and Duties, Equipment, Litter Control, Disease Vector Control, Dust Control, Access Control, Surface Waste Requirements, Salvage Operations, Cover Requirements, Contingency Plan, Phase Development, Record Keeping
- Closure Criteria
 - Notification, Certification and Recording
 - Closure Plan
- Post-Closure Criteria
 - Monitoring, Post-Closure Maintenance, Responsible Parties Site Use
- Required Maps and Drawings
 - Map of the Disposal Area, Topographic Map of Final Contours, Maps of the Site, Maps of the Areas within ¼-mile
- Financial Assurance
 - Closure Cost Estimate, Post-Closure Care Cost Estimate, Mechanism
- Appendices
 - NPDES Notice of Intent Authorization to Discharge
 - Capacity and Site Life Calculations
 - Cost Estimate for Closure and Post-Closure
 - Permit Drawings
 - Drawings are to be updated with a current topographic survey and each permit drawing to be stamped and signed by a professional engineer registered in the State of Nebraska. New cross-sections will be developed showing recent surveyed waste placement within active landfill area as typically required by NDEE. Permit drawings will include any changes from current permit.
- Calculations – HDR anticipates the following calculations to be completed during this permit renewal:
 - Incorporate updated site life information, tonnages received and projected tonnages. Calculations for NDEE based on volume consumed, including 2023 disposal tonnages to date, average in-place density and remaining volume based on projected waste quantities and final closure contours.
 - Final cover soil loss calculations using the Natural Resources Conservation Service (NRCS) modeling program Revised Universal Soil Loss Equation 2 (RUSLE2.0).
 - Run-off calculations for final closure terraces, letdown structures and perimeter ditches for a 25-year, 24-hour storm event.

Once all plans and calculations are completed, HDR will prepare a draft permit renewal application (documents and drawings) and electronically submit to YASWA for review. Once YASWA completes their review, a conference call review meeting will be conducted to discuss comments on permit documents and the remaining items requiring YASWA input/confirmation.

Upon receipt of YASWA revisions and comments on the draft documents, the permit renewal application will be finalized and prepared for submittal to NDEE. HDR will prepare a transmittal letter for use in sending permit documents and drawings to NDEE.

DELIVERABLES:

- Draft Permit Renewal documents and drawings – electronic copy.
- Final Permit Renewal Application – 1 electronic copy to NDEE, 1 electronic copy and 1 hard copy to YASWA.
- Letter of transmittal of permit documents.

MEETINGS:

- Periodic conference calls (approximate monthly) with YASWA during development and updates to permit documents.

- Final conference call review meeting with YASWA for review discussion of Draft Permit Renewal with up to three HDR professionals.

ASSUMPTIONS:

- HDR will update all active plans to replace NDEQ with NDEE.
- All plans, calculations, and drawings requiring update will be recreated using HDR standard formatting and provided to YASWA upon completion of permit renewal.
- YASWA to complete the NDEE form on intent to renew. This form is typically mailed direct by the owner of the landfill.
- YASWA will pay the Title 132 permit renewal fee for C&D landfills to NDEE and submit signed permit application form.
- While some changes will be made to the permit, it is not expected that this will be considered a major permit modification.
- Draft permit renewal application and appendices may be sent to YASWA over several days to stagger the review.
- No in-person meetings are included under this sub-task.
- Submittal of the renewal and modification application to NDEE will be completed by HDR on behalf of YASWA. This includes time and cost to print, compile, and deliver the permit to the state.
- If a public hearing is requested after publication of the legal notice, YASWA or NDEE will arrange the location and time of the public hearing. HDR will assist YASWA at the public hearing, if requested, as additional services.
- HDR will respond to subsequent NDEE comments under Task 300.

Task 300 – Respond to NDEE Comments

HDR to address comments and revisions required by NDEE on the YASWA C&D Landfill permit renewal and modification application after initial submittal.

HDR to review NDEE comments received after the initial permit renewal submittal. Previous experience with NDEE on permit renewals have shown that NDEE comments on the submittal may be different and additional to the comments made during the comprehensive review visit. If previously unidentified comments are received, we will discuss NDEE comments with YASWA on how best to proceed.

HDR will prepare permit application revisions based on NDEE comments and follow-up discussion. An electronic copy of individual, revised, permit application pages and/or drawings to YASWA for review. Review discussion of drafts will be handled via telephone and e-mail.

HDR will formulate the submittal of the revised permit pages and drawings of the Title 132 Permit Renewal and Major Modification Application for the YASWA C&D Landfill. A compiled set of final permit documents, in electronic form, will be prepared for YASWA after all NDEE comments have been addressed and permit approval/certificate has been received from NDEE.

DELIVERABLES:

- Draft individual permit application pages and drawings that are affected by NDEE's comments will be transmitted electronically for YASWA review.
- Revised permit replacement pages and/or drawings (NDEE-1 electronic copy, YASWA –1 electronic copy).
- Response Letter and transmittal of revised permit documents.

MEETINGS:

- Conference call meeting with NDEE and the YASWA, if needed, to discuss the comments and response approach.

ASSUMPTIONS:

- NDEE may request significant additional information, drawings, figures or calculations after submittal of the permit renewal application.
- An allowance of \$4,500 has been included for:
 - communications with NDEE;
 - addressing NDEE’s potential comments;
 - and compiling updated PDFs for YASWA (i.e. OneDrive or flash drive).
 - If efforts to respond to NDEE comments exceed this allowance, activity will be defined in Additional Services.
- Individual changed pages and drawings will be transmitted electronically to YASWA for review. Transfers of large files or drawings are anticipated to be accomplished through e-mail, OneDrive, or FTP site.
- Submittal of revised permit documents to NDEE will be completed by HDR on behalf of YASWA.

PART 3.0 OWNER’S RESPONSIBILITIES:

YASWA and others will provide HDR with all necessary documents and records pertinent to the project in general accordance with timelines and due dates of applicable regulatory requirements and otherwise agreed to project schedules.

PART 4.0 PERIODS OF SERVICE:

Services will occur from the date of task order execution through December 31, 2023. NDEE has request permit submittal by June 12, 2023. With the anticipated schedule, ENGINEER plans to meet NDEE deadlines for submittals. Compiling final electronic documents will be completed after permit approval by NDEE, which would occur prior to current permit expiration of December 9, 2023.

PART 5.0 PAYMENTS TO ENGINEER:

The estimated fee for the above listed Engineering Services is based on ENGINEER’s current understanding of the effort required and is summarized in the table below. Such fees shall not exceed **\$33,500** without written authorization from OWNER. Compensation for these Services shall be based on Direct Labor Costs times a factor of 3.20 for the services of Engineer’s personnel engaged on the Project, plus Reimbursable Expenses.

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add five percent (5%) to invoices received by ENGINEER from subconsultants and subcontractors to cover supervision, administrative and insurance expenses. No subcontractors are anticipated for this task order.

ENGINEER will invoice monthly based on costs incurred and as described in the Agreement.

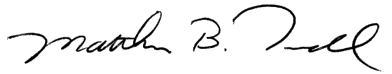
Task Description	HDR Services	Expenses/ Subcontractors	Total Budget
Task Series 100 – Construction & Demolition Permit			
101 – NDEE Comprehensive Permit Review Meeting	\$3,524	\$476	\$4,000
102 – Title 132 C&D Permit Renewal	\$22,617	\$2,383	\$25,000
103 – Response to NDEE Comments	\$3,769	\$731	\$4,500
Task Series 100 Subtotal	\$29,910	\$3,590	\$33,500
Total Approved Budget	\$29,910	\$3,590	\$33,500

This Task Order is executed this 16th day of January, 2023.

CITY OF YORK, NEBRASKA
"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: 

NAME: _____

NAME: Matthew Tondl

TITLE: _____

TITLE: Sr. Vice President

ADDRESS: 100 E. 4th Street
York, Nebraska 68467

ADDRESS: 1917 S. 67th Street
Omaha, Nebraska 68106



CONSULTANT AGREEMENT

Airport Improvement Program (AIP) Project No. 3-31-0104-018
Olsson Project No. 022-06188

YORK MUNICIPAL AIRPORT

PROJECT DESCRIPTION (the "Project")

Rehabilitate Runway 17/35 & North Connecting Taxiway & Turnaround

THIS AGREEMENT is made and entered into by and between the consulting firm of Olsson, Inc. of Lincoln, Nebraska hereinafter called "Olsson" and the City of York, Nebraska, hereinafter called the "Sponsor" or "Client".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to engage Olsson to provide the services described in Sections 2 through 6 (Olsson's "Scope of Services") for the Project.

Curtis Christianson, P.E. will represent Olsson as Project Manager in the performance of this Agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for coordinating all activities necessary to complete the Project.

Olsson will provide equipment and personnel necessary to complete the Scope of Services, except as otherwise provided. Olsson shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys, and other items furnished by Olsson as part of this Agreement.

Olsson agrees to provide its Scope of Services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope. This Agreement creates no other representation, warranty, or guarantee, express or implied.

Sponsor warrants that it has the authority to authorize Olsson to enter onto the Project property and any adjacent property as necessary for Olsson to perform its Scope of Services.

SECTION 2A: PRELIMINARY DESIGN PHASE

- a. Project management and coordination. Coordinate with the Sponsor, the Nebraska Department of Transportation – Aeronautics Division (NDOT) and the Federal Aviation Administration (FAA) to provide information on developments and decisions that are made concerning the project.
- b. Conduct a project kickoff meeting, with the Sponsor, NDOT and FAA in accordance with AIP Sponsor Guide No. 910 *Predesign Conference*. Olsson shall prepare a summary of the meeting that highlights critical project issues.
- c. Coordinate geotechnical investigation of existing pavement and soils. Olsson will conduct all lab tests and prepare a report of lab results and subsurface conditions. See Section 6 Special Services for the design testing services.
- d. Conduct petrographic analysis of the existing pavement of the Runway 17/35 pavement. Three (3) pavement cores will be taken to identify condition of the original runway pavement (4,100' x 75'), and four (4) pavement cores will be taken from the widened and extended portion of the runway (1,800' x 25' (12.5' on each side of the original runway)). DRP, Petrographic and Material Investigations will conduct the petrographic analysis of the concrete pavement. See Section 6 Special Services for the design testing services.
- e. Conduct field assessment of the existing site and pavement and lighting conditions ("Field Assessment"). One project engineer shall conduct the on-site investigation. Take photographs of the project area and any typical distresses observed. Such Field Assessment is limited to visual observation of the site as it exists at the time of the observation. Field Assessment does not constitute exhaustive investigation and does not constitute any warranty or guarantee of any type that the site is suitable for the Project. Olsson is not responsible for identifying any concealed or latent defects that may be present at the site. Sponsor shall furnish the best obtainable information of which it is aware or could reasonably be aware of, as to surface and subsurface conditions through the exercise of reasonable diligence.
- f. Conduct topographic survey, including topography, pavement elevations and location, and other existing features as needed. All surveys will be tied to NAVD 88 control points. The survey will consist of a topographic survey from the runway centerline to the Object Free Area (OFA) or 400-feet each side of the centerline of Runway 17/35 and beyond the runway end as designated on the ALP. The survey will not be in accordance with FAA Advisory Circular 150/5300-18B.
- g. Evaluate the information obtained through petrographic analysis and geotechnical investigation and provide recommendations of the limits of the rehabilitation or reconstruction to the FAA/NDOT. Recommendations will be supplemented by a layout of the recommended area of rehabilitation or reconstruction. Submit recommendation and layout to the FAA/NDOT for approval.
- h. Conduct a virtual meeting with the Owner, NDOT and FAA pertaining recommendations to discuss recommendations and proposed limits of rehabilitation or reconstruction. No further work will be completed until the defined limits of rehabilitation or reconstruction is approved by the FAA/NDOT.

- i. Develop a fleet mix based on the TFMSC and submit to Nebraska FAA planner and NDOT for approval.
- j. Conduct a virtual meeting with the Owner, NDOT and FAA pertaining the fleet mix. No further work will be completed until there is a concurrence of the fleet mix.
- k. Finalize design criteria in accordance with FAA Advisory Circulars ARC & TDG. Submit a preliminary pavement layout and brief explanation of the layout. Coordinate with FAA and NDOT to ensure acceptance.
- l. Pavement Design:
 - (1) Research pavement history.
 - (2) Utilize FAA approved fleet mix.
 - (3) Develop pavement design alternatives:
 - 1. Pavement design alternatives will be based on the approved areas of rehabilitation or reconstruction.
 - 2. Pavement design alternatives will be limited to a maximum of 4 alternatives.
 - (4) Perform pavement designs using FAA Advisory Circulars and/or pavement design software
 - (5) Prepare life cycle cost analyses for each pavement design options.
 - (6) Provide recommendation of the most financially beneficial and successful option.
- m. Present the preliminary results and recommendations at a meeting at the Sponsor's location and via teleconference with the FAA and NDOT.
- n. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor, NDOT and FAA.
- o. Submit a preliminary design report within 90 days of the date that the Sponsor executed the Agreement. Provide one printed and electronic copy to the Sponsor, NDOT and FAA. The report shall include, at a minimum, the following items in accordance with AIP Sponsor Guide No. 920 *Engineering Report*.

• General Scope of Project	• Pavement Layouts
• Photographs of the Existing Site	• Lighting Impacts
• Design Standards	• Predesign Meeting Minutes
• Site Conditions and Drainage	• Preliminary Engineer's Estimate
• Pavement Design Options	• Engineer's Recommendations

SECTION 2B: FINAL DESIGN PHASE
SECTION 3: BIDDING PHASE
SECTION 4: CONSTRUCTION PHASE
SECTION 5: CLOSEOUT PHASE

SECTION 6: SPECIAL SERVICES

A. Geotechnical Design Services: Olsson will sample existing pavement, conduct the soil borings and lab tests, and provide a geotechnical report of their findings and recommendations. In accordance with AC 150/5320-6F, Table 2-1, subsurface boring spacing and depth will be:

- (1) Runways 17/35 – 300' Intervals at 10' below finished grade
 - i. Compressive strength tests on cores taken from original Runway 17/35 concrete pavement, approximately ten (10) cores.
 - ii. Compressive strength tests on cores taken from the widened and extended portion of Runway 17/35 concrete pavement, approximately four (4) cores.
 - iii. Compressive strength tests taken on cement treated base course, approximately ten (10) cores.
 - iv. Complete Dynamic Cone Penetrometer (DCP) on Runway 17/35 cement treated base course and subgrade, approximately ten (10) DCP tests.
 - v. Complete coring for petrographic analysis, approximately seven (7) cores
 - vi. Complete laboratory tests on soils obtained from borings:
 1. Unconfined Compression Tests, approximately 30.
 2. TWT Density Moisture Tests, approximately 10.
 3. Atterbergs Tests, approximately 10.
 4. Wash Sieve Analysis Tests, approximately 10.
 5. Standard Proctor Tests, approximately 3.
 6. Moisture Content Only Tests, approximately 5.
 7. CBR Tests, approximately 9.
 8. Soil corrosivity Tests, approximately 5.
 - vii. Provide report documenting test results.

See Exhibit E1 for a list of the anticipated tests and services.

B. Petrographic Design Services: DRP Petrographic & Materials Testing (subconsultant) will conduct the petrographic analysis of the concrete cores and provide a report of their findings and recommendations.

- (1) Petrographic Analysis:
 - i. Petrographic Analysis per ASTM C856 on seven (7) cores to be taken from the paved section of the runway.
 - ii. Perform Scanning Electron Microscopy (SEM) and Energy Dispersive X-ray Spectroscopy (EDS) analysis of gel and exudations on seven (7) cores taken.

See Exhibit E2 for a list of the anticipated tests and services.

C. Falling Weight Deflectometer: SME (subconsultant) will conduct the falling weight deflectometer testing.

- (1) Falling Weight Deflectometer:
 - i. Up to 8 passes along Runway 17/35 (5,900' x 100') with the Falling Weight Deflectometer to provide alternate pavement, base, and subgrade structural condition.

See Exhibit E3 for a list of the anticipated tests and services.

SECTION 7: FEES AND CHARGES

The Sponsor shall pay Olsson for the services described in this Agreement as follows:

Section 2A: Preliminary Design Phase. Payment for the items included in Section 2A, Preliminary Design Phase, shall be the lump sum of \$96,000 shown on Exhibit A1, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

Section 6A: Special Services – Geotechnical Design Phase. Payment for the items included in Section 6, Special Services – Geotechnical Design Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred, and subcontract costs, which are estimated on Exhibit E attached and made a part hereto.

The total charges for Section 6A will not be greater than the “Not-to-Exceed” (NTE) amount of \$31,295 unless the scope of work as set forth in Sections 2 and 6 is exceeded. If this occurs, the "Not-to-Exceed" amount may be increased by an amendment to this Agreement.

Section 6B: Special Services – Petrographic Design Phase. Payment for the items included in Section 6, Special Services – Geotechnical Design Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred, and subcontract costs, which are estimated on Exhibit E attached and made a part hereto.

The total charges for Section 6B will not be greater than the “Not-to-Exceed” (NTE) amount of \$17,500 unless the scope of work as set forth in Sections 2 and 6 is exceeded. If this occurs, the "Not-to-Exceed" amount may be increased by an amendment to this Agreement.

Section 6C: Special Services – Falling Weight Deflectometer Design Phase. Payment for the items included in Section 6C, Special Services – Falling Weight Deflectometer Design Phase, shall be the lump sum of \$20,000 shown on Exhibit E3, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed payment with the final invoice adjusted to include the remaining unpaid balance of the fixed payment.

Exhibit E1, E2, and E3 contains estimated quantities and unit prices. Actual hours, rates, charges, and reimbursable expenses may vary. The labor and general administration overhead percentage is fixed and will not vary, unless revised by an amendment. The overhead percentage is supported by a statement of overhead expenses certified by Olsson's auditor or a governmental auditor. The fixed payment will not change, unless revised by an amendment to this Agreement.

Adjustments to Fees and Charges. If additional services are requested by the Sponsor during the course of this Agreement, an amendment will be negotiated to cover the added scope, fees, and charges. If circumstances beyond the control of Olsson require more than 18 months from the date that Olsson executed the Agreement to complete the work specified herein, an amendment to this Agreement will be negotiated to cover the increase in Olsson's standard rates for services yet to be provided. All amendments are subject to the same approvals as this Agreement.

CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS. Olsson certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;
2. The specifications for equipment will not be proprietary or written so as to restrict competition;
3. The development included in the plans is depicted on an airport layout plan approved by FAA;
4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;
5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;
6. A value engineering clause will not be incorporated into the contract without FAA concurrence;
7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding;
8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.

APPROVALS. It is understood and agreed that this Agreement and any amendments are subject to approval by NDOT and FAA before any state or federal funds are obligated.

FEDERAL AND OLSSON'S GENERAL PROVISIONS. The Sponsor and Olsson acknowledge that they have reviewed the Federal Contract Provisions Attachment, Olsson's General Provisions and any Exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by this reference. In the event of a conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by Olsson, the requirements of the General Provisions shall take precedence.

EQUAL OPPORTUNITY EMPLOYER. Olsson and Sub-Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, with copies to be filed with the Nebraska Department of Transportation – Aeronautics Division and the Federal Aviation Administration. (Next Page)

OLSSON, INC.
P.O. Box 84608
Lincoln, NE 68501





Executed by Olsson on this 9th day of January, 2023.

By signing below, you acknowledge that you have full authority to bind the Sponsor to the terms of the Agreement. If you accept the terms set forth herein, please sign.

CITY OF YORK
100 E 4th Street
York, NE 68467

ATTEST

Title

Executed by the Sponsor on this _____ day of _____, 2023.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle)	\$0.655 / mile*
Suburban's and Pick-Up	\$0.75 / mile*
Automobiles (Olsson Vehicle)	\$85 / day
Aircraft (Personal)	\$118 / hour*
Rental Vehicle	Actual Cost
Other Travel or Lodging Cost	Actual Cost or \$96 Motel Per Diem
Meals	Actual Cost or \$59 Per Diem
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials, including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

**EXHIBIT E1
ESTIMATE OF
GEOTECHNICAL DESIGN COSTS
York Municipal Airport 3-31-0104-018**

LABORATORY / DRILLING: Olsson, Inc., Lincoln, NE

<u>LIST ALL ANTICIPATED COSTS SERVICE OR TEST</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Total Cost</u>
<u>DRILLING INVESTIGATION</u>			
Mobilization (lump sum)	1	\$2,100.00	\$2,100.00
Drilling Cost (per lf)	200	\$24.00	\$4,800.00
Samples	80	\$24.00	\$1,920.00
Cores	17	\$95.00	\$1,615.00
Bore Hole & Core Hole Repairs	37	\$65.00	\$2,405.00
DCP	10	\$125.00	\$1,250.00
Per Diem (2 Individuals)	0	\$0.00	\$0.00
		<u>SUBTOTAL</u>	<u>\$14,090.00</u>

Note: 21 soil test borings (estimated) will be performed to a depth of 10' each

LABORATORY TEST

Unconfined Compression Test	30	\$45.00	\$1,350.00
TWT Density/Moisture	15	\$30.00	\$450.00
Atterbergs	10	\$95.00	\$950.00
Wash 200 Sieve	10	\$45.00	\$450.00
Mechanical Analysis	0	\$90.00	\$0.00
Standard Proctors	3	\$170.00	\$510.00
Modified Proctors	0	\$230.00	\$0.00
Moisture Content Only Test	5	\$20.00	\$100.00
Consolidation Test	0	\$165.00	\$0.00
Swell/Collapse Test	0	\$250.00	\$0.00
Permeability Tests	0	\$200.00	\$0.00
CBR (1 point)	9	\$230.00	\$2,070.00
Hydrometer	0	\$165.00	\$0.00
Pin Hole Test	0	\$130.00	\$0.00
Triax - (CU) 3 PT. In Situ	0	\$1,925.00	\$0.00
Triax - (CU) 3 PT. Remold	0	\$2,400.00	\$0.00
Triax - (CU) 1 PT.	0	\$175.00	\$0.00
Concrete Core Compressive Strength	10	\$150.00	\$1,500.00
Soil Corrosivity (Subconsultant)	5	\$90.00	\$450.00
		<u>SUBTOTAL</u>	<u>\$7,830.00</u>

ENGINEERING & REPORT PREPARATION

Engineering (per Hour Average)	67	\$125.00	\$8,375.00
		<u>SUBTOTAL</u>	<u>\$8,375.00</u>

SHIPPING COSTS

Shipping costs to ship 7 cores to DRP for petrographic analysis	1	\$1,000.00	\$1,000.00
		<u>SUBTOTAL</u>	<u>\$1,000.00</u>

TOTAL \$31,295.00

**EXHIBIT E2
ESTIMATE OF
PETROGRAPHIC ANALYSIS DESIGN COSTS
York Municipal Airport 3-31-0104-018**

PETROGRAPHIC ANALYSIS

DRP, A Twining Company
3200 Carbon Place, #104
Boulder, CO 80301

LIST ALL ANTICIPATED COSTS <u>SERVICE OR TEST</u>	Estimated <u>Quantity</u>	Unit <u>Price</u>	Estimated Total <u>Cost</u>
<u>PETROGRAPHIC ANALYSIS TESTS</u>			
Petrographic Analysis per ASTM C856	7	\$1,750.00	\$12,250.00
SEM/EDS Analysis of Gel and Exudations	7	\$750.00	\$5,250.00
		SUBTOTAL	\$17,500.00

Note: Seven (7) cores will be analyzed. Cores will be taken by Olsson and shipped by Olsson.

TOTAL \$17,500.00

**EXHIBIT E3
ESTIMATE OF
FALLING WEIGHT DEFLECTOMETER DESIGN COSTS
York Municipal Airport 3-31-0104-018**

FALLING WEIGHT DEFLECTOMETER

SME

The Kramer Building
43980 Plymouth Oaks Blvd.
Plymouth, MI 48170-2584

<u>LIST ALL ANTICIPATED COSTS</u> <u>SERVICE OR TEST</u>	<u>Estimated</u> <u>Quantity</u>	<u>Unit</u> <u>Price</u>	<u>Estimated</u> <u>Total</u> <u>Cost</u>
<u>FALLING WEIGHT DEFLECTOMETER</u>			
Project Management and Coordination	1	\$1,300.00	\$1,300.00
FWD Mobilization (Includes labor cost to travel from Plymouth, MI to York, NE)	1	\$5,500.00	\$5,500.00
Per Diem and Lodging (4 Days)	1	\$800.00	\$800.00
FWD Testing (1 Day)	1	\$2,400.00	\$2,400.00
Data Analysis and Report	1	\$10,000.00	\$10,000.00
		Subtotal	\$20,000.00

Note: Eight (8) passes will be completed over the entire length of the runway and spaced evenly across the width of the runway.

Lump Sum Total \$20,000.00

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR” OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONCY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated January 9, 2023 between City of York, NE ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson

harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the

construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with

diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any

fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent

professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson 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, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed

in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and

photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous

Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet 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, except to the extent that any assignment, subletting or transfer is mandated by law or 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 Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s)

or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

August 10, 2022

Attn:
Mr. Mike Hodge
Olsson Associates
601 P Street
Lincoln, Nebraska 68508

RE: Overhead Expense Factor

Dear Mike,

In response to your request, we have provided a recap of the computed amount of overhead expenses incurred in 2021 based on the audited Schedules of Indirect Costs and Costs with Adjustments as of and for the year ended December 31, 2021. Summarized below is your FAR Combined Overhead Rate that is detailed in the audit:

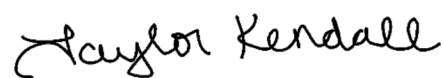
Combined FAR Overhead Rate (Including Computer Expenses) – 181.95%

Total Fringe Benefits	\$ 30,951,064
Total General and Administrative Expenses	94,093,626
Computer Expenses	<u>12,946,444</u>
Subtotal	\$137,991,134
Less computer expenses already included in general and administrative expenses	<u>(717,300)</u>
Subtotal	137,273,834
Divided by Direct Labor	75,445,109
	\$ 1.8195

In Summary, for every \$1.00 of direct labor paid, there is \$1.82 in overhead expenses attributable to that labor.

Sincerely,

LUTZ & COMPANY, P.C.



Taylor Kendall
Shareholder

General Traffic Controls, Inc.
 2915 11th Ave SW
 PO Box 1000
 Spencer, IA 51301
 Phone # (712) 262-1521

Sales Order

Date	S.O. No.
10/21/2022	08602

Name / Address
City of York 100 E 4th Street York, NE 68467

Ship To
City of York 303 E Nobes York, NE 68467

P.O. No.	Terms	Rep	FOB	Freight	Shipping Method	Requested Ship Date
TBD(approval i...	Net 30	ASB	Destination	Prepaid	Best Way	10/21/2022

Qty	Item Number	Description	Unit Price	Total
		Traffic Signal Cabinet		
		Locations TBD		
2	358AC16ATCN1608NNNP	358i Cabinet, Natural Finish, 8-chnl bkpln, Aux, Power Supply, SIU, Switchpacks, CMU, ATCeX2 w/ OMNI, GPS Unit.	15,320.00	30,640.00
2	ATCeX2	Controller; ATCeX2 with Omni, TS2 Type 1.	0.00	0.00
10	2202-HV	SwitchPack; 2202-HV-MC, HDSP/Flasher Unit, ATC	0.00	0.00
2	2202-HV	SPARE: SwitchPack; 2202-HV-MC, HDSP/Flasher Unit, ATC	0.00	0.00
2	2218-MC	SIU; 2218-MC Serial Interface Unit, ATC	0.00	0.00
8	HE103C-9	Suppressor; Switchpack 120AC HESCO	0.00	0.00
2	M45581/M45708	Module; GPS Time Synch Device for ATCeX2 Controllers. Set to GMT 06:00	0.00	0.00
1	PRINT	Print	0.00	0.00
1	Turn-on	Turn-on Inspection	0.00	0.00

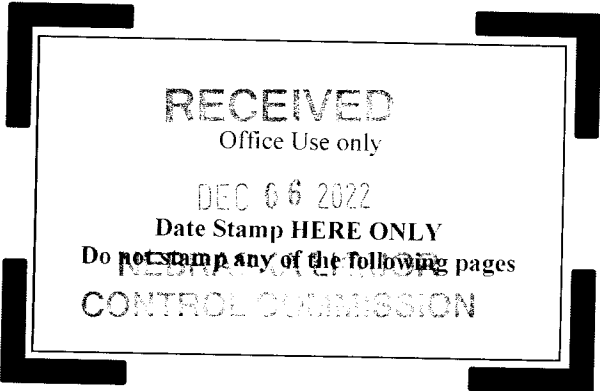
Subtotal	\$30,640.00
Sales Tax (7.5%)	\$0.00
Total	\$30,640.00

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License Class: D

License Number:
125427



Office Use Only

NEW / REPLACING 113953 TOP Yes/No Yes No

Hot List Yes/No No Yes

Initial: MW

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.


APPLICANT NAME Western Oil II, LLC

TRADE (DBA) NAME dba Speedee Mart 2905

PREVIOUS TRADE (DBA) NAME Black Bart's Shell

CONTACT NAME AND PHONE NUMBER Kim Epke 402-376-2224

CONTACT EMAIL ADDRESS kim@westernoilinc.com

Office use only	
PAYMENT TYPE <u>OK 35982</u>	 2200012868
AMOUNT <u>\$400</u> RCPT <u>170394</u>	
RECEIVED: <u>12/10/22</u>	
DATE DEPOSITED _____	

FORM 100
REV July/2022



DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)
Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
 B BEER, OFF SALE ONLY**
 C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO
 D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
 I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO
 J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
 AB BEER, ON AND OFF SALE
 AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
 Class K Catering endorsement (Form 106 and \$100 application fee) expires with underlying retail license
 Class G Growler endorsement (Form 165 and \$300 application fee) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES NO

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
 Partnership License (requires insert FORM 105)
 Corporate License (requires FORM 101 & FORM 103)
 Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name _____ Phone Number _____

Firm Name _____

Email address _____

Should we contact you with any questions on the application? YES _____ NO _____

PREMISES INFORMATION

Trade Name (doing business as) Speedee Mart 2905

Street Address 3711 South Lincoln

City York County York - 17 Zip Code 68467-0455

Premises Telephone number 402-362-3711

Business e-mail address 2905@westernoilinc.com

Is this location inside the city/village corporate limits YES NO

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name Western Oil II, LLC

Street Address PO Box 10

City Valentine State NE Zip Code 69201-0010

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length 77 x width 55 in feet

Is there a basement? Yes No If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes No If yes, length _____ x width _____ in feet

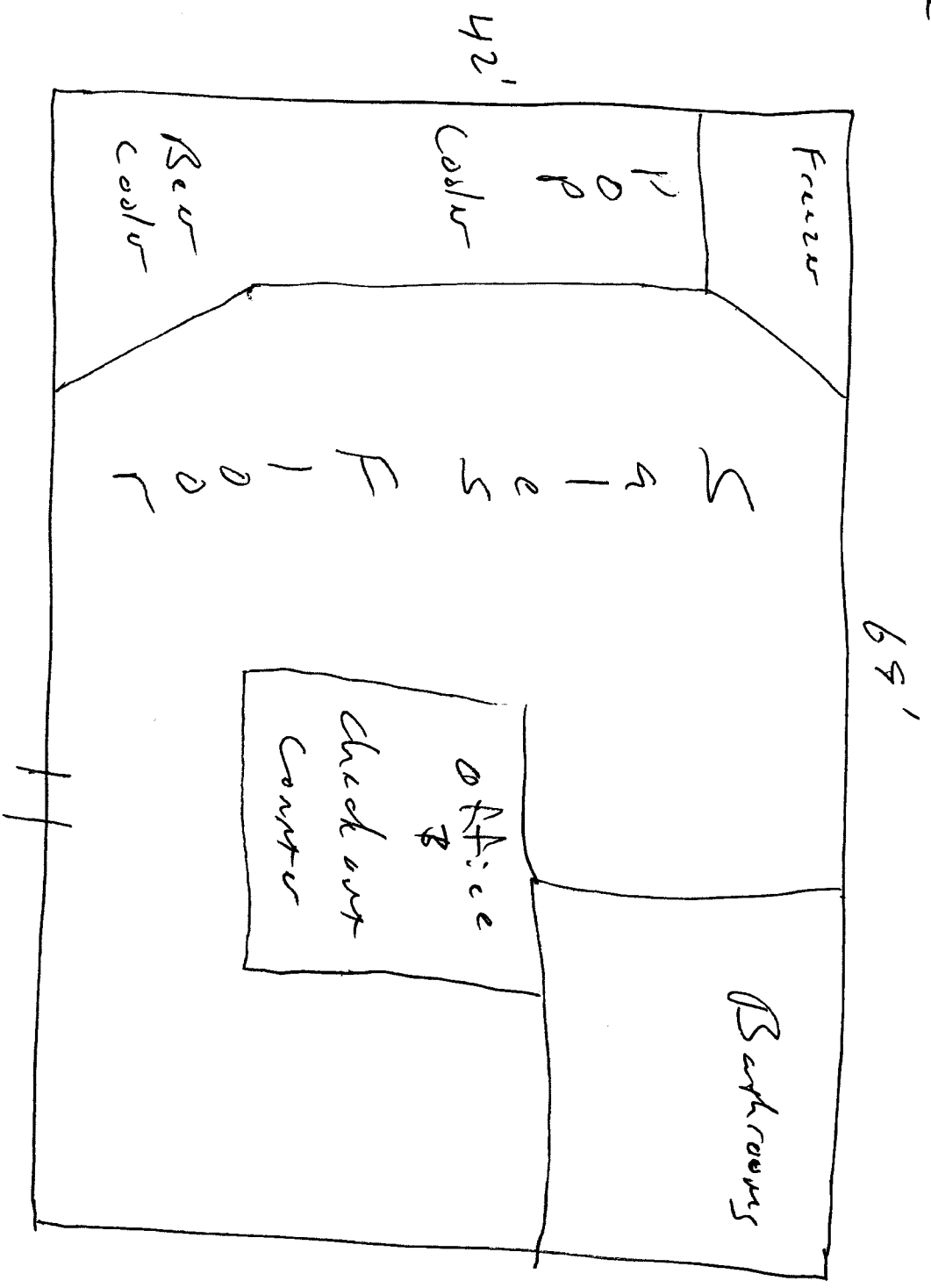
Number of floors of the building 1

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

See attachment

3911 S. Lincoln, York NE 68467

2,898
Square Feet



APPLICANT INFORMATION

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Luke Moser	5-2-14	Harrison, NE	Speeding	Paid a fine
Christopher Danielski	12-4-11	Lincoln, NE	Speeding	Paid a fine
Christopher Danielski	9-8-08	Ogallala, NE	DUI	Jail 7 days-fine
Christopher Danielski	6-9-22	Valentine, NE	Reckless Driving	Paid a fine

2. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, provide business name and license number _____

3. Are you buying the business of a current retail liquor license?

YES NO

If yes, give name of business and liquor license number 113953

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement

b) Include a list of alcohol being purchased, list the name brand, container size and how many

c) Submit a list of the furniture, fixtures and equipment

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

_____ YES _____ NO

If yes, list the lender(s) _____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

_____ YES _____ NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

_____ YES _____ NO

If yes, list such item(s) and the owner. _____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

_____ YES _____ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person’s exact duties. (Nebraska Revised Statute 53-125(15)

_____ YES _____ NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Wells Fargo Bank-authorized signers: Thomas Danielski, Chris Danielski, Luke Moser, Jay Danielski, Andy Danielski & Adam Danielski

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

see attached

LISTING OF FIXTURES AND FURNITURE

Speedee Mart 2905 (YORK-BLACK BARTS)

Shelving; counters with cupboards; cash registers; g-site; desks; chairs; booths; coolers; freezer; tank monitoring system; safe

11. Valentine Conoco #42886-Valentine Shell #24751-Roadrunner Ainsworth #24751-Roadrunner Atkinson #83840-Roadrunner Norfolk Benjamin #84230 and Roadrunner Plainview #106695-Speedee Mart 2727 #111098-Speedee Mart 2732 #111100-Speedee Mart 2745 #111101-Speedee Mart 2730 #111102-Speedee Mart 2737 #111103-Speedee Mart 2751 #111104-Speedee Mart 2702 #111105-Speedee Mart 2733 #111106-Speedee Mart 2716 #111108-Speedee Mart 2760 #111551-Speedee Mart 2767 #111099-Speedee Mart 2725 #111107-Speedee Mart 2761 #111552-Speedee Mart 2762 #11553-Speedee Mart 2842 #112110-Speedee Mart 2890 #114739-Speedee Mart 2855 #114740-Speedee Mart 2875 #122090-Speedee Mart 2707 #122616-Speedee Mart 2810 #122528; Speedee Mart 2811 #122527; Speedee Mart 2813 #122529; Speedee Mart #2820 #122542; Speedee Mart 2821 #122543; Speedee Mart 2882 #124244; Speedee Mart 2883 #124232; Speedee Mart 2884 #124233; Speedee Mart 2885 #124234; Speedee Mart 2886 #124245

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Luke Moser	01/2015	Nebraska Alcohol Server/Seller Training
Luke Moser	11/2018	Responsible Hospitality Council Management Training

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

X Lease expiration date January 1, 2030

Deed

Purchase Agreement

14. When do you intend to open for business? December 19, 2022

15. What will be the main nature of business? convenience store

16. What are the anticipated hours of operation? 6:00 am to 11:00 pm

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Christopher Danielski-Valentine, NE	2011	present	Sarah Danielski-Valentine, NE	1992	present
Luke Moser-Valentine, NE	1997	present	Tygh Moser-Valentine, NE	1986	present
Thomas Danielski-Valentine, NE	1975	present			
Andrew Danielski-Valentine, NE	1989	present	Ashleigh Danielski-Valentine, NE	2012	present
Adam Danielski, Valentine, NE	1985	present	Tana Danielski, Valentine, NE	1992	present

If necessary, attach a separate sheet

**RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE
CONTINUED**

APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Jay Danielski-Valentine, NE	1985	present	Tami Danielski-Valentine, NE	2012	present

Nebraska Secretary of State

WESTERN OIL II LLC

SOS Account Number

10202434

Status

Active

Principal Office Address

633 WEST HIGHWAY 20

P O BOX 230

VALENTINE, NE 69201

Registered Agent and Office Address

LUKE MOSER

633 WEST HIGHWAY 20

P O BOX 230

VALENTINE, NE 69201

Designated Office Address

633 WEST HIGHWAY 20

P O BOX 230

VALENTINE, NE 69201

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Jan 15 2015

Next Report Due Date

Jan 01 2023

Wed Dec 7 13:30:12 2022

Filed Documents

Filed documents for WESTERN OIL II LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Jan 15 2015	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Nov 05 2015	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Jan 30 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Jan 28 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Document	Date Filed	Price	
Biennial Report	Feb 02 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.


[Continue to Order](#)

[↑ Back to Top](#)

CERTIFICATE OF ORGANIZATION
OF
WESTERN OIL II LLC

The undersigned, desiring to form a limited liability company under the laws of the State of Nebraska, does hereby make this written certificate:

1. NAME. The name of the company shall be Western Oil II LLC.
 2. DESIGNATED OFFICE. The initial designated office of the company is 633 West Highway 20, P O Box 230, Valentine, Nebraska 69201.
 3. INITIAL AGENT FOR SERVICE OF PROCESS. Luke Moser at 633 West Highway 20, P O Box 230, Valentine, Nebraska 69201 is the initial agent for service of process on the company.
 4. OPERATING AGREEMENT. All affairs, admission of additional members, and other organizational and operational matters will be governed by the company's operating agreement.
 5. ORGANIZER. The undersigned is the organizer of the company.
- Executed this 8 day of January, 2015.


WILLIAM B. QUIGLEY
229 N MAIN STREET
P. O. BOX 748
VALENTINE, NEBRASKA 69201

CONSENT TO USE OF SIMILAR ENTITY NAME
(Western Oil)

TO THE NEBRASKA SECRETARY OF STATE:

Western Oil, Inc., a Nebraska corporation, hereby gives its consent to Western Oil II, LLC, to use the word Western Oil in its name.

DATED: January 12, 2015.

Western Oil, Inc., a Nebraska corporation

BY: Mike Danielski
Mike Danielski, President

PERSONAL OATH AND CONSENT OF INVESTIGATION

**SIGNATURE PAGE –
PLEASE READ CAREFULLY**

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

***Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public (YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)



Signature of **APPLICANT**
(Do not sign until in the presence of the Notary Public)

Luke Moser

Printed Name of **APPLICANT**

State of Nebraska, County of **Cherry**

The foregoing instrument was acknowledged before me this
11-23-22

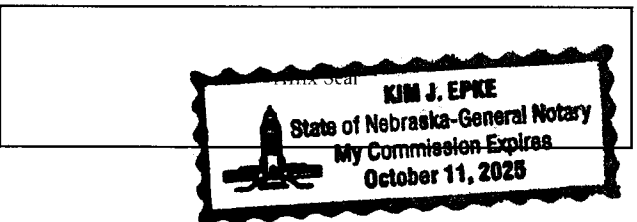
(Date)


By **Luke Moser**

Name of person(s) signing document in front of Notary



Notary Public Signature





Signature of **SPOUSE**
(Do not sign until in the presence of the Notary Public)

Tygh Moser

Printed Name of **SPOUSE**

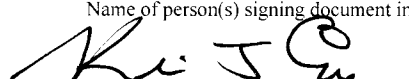
State of Nebraska, County of **Cherry**

The foregoing instrument was acknowledged before me this
11-23-22

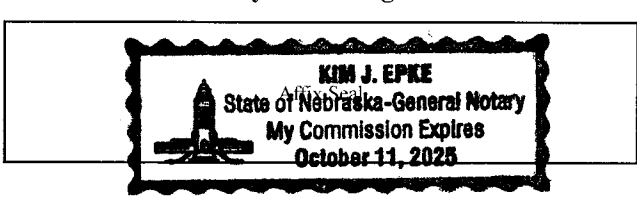
(Date)

By **Tygh Moser**

Name of person(s) signing document in front of Notary

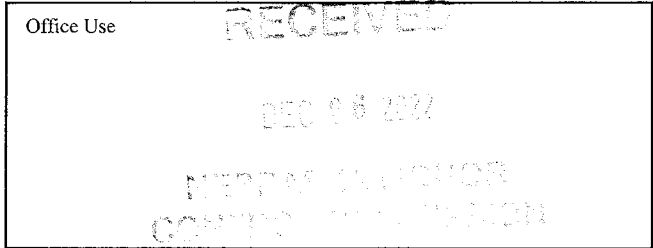


Notary Public Signature



**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization

Name of Registered Agent: Luke Moser

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Western Oil II, LLC

LLC Address: PO Box 10-633 West Hwy 20

City: Valentine State: NE Zip Code: 69201

LLC Phone Number: 402-376-2224 LLC Fax Number 402-376-2226

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Moser First Name: Luke MI: _____

Home Address: 717 North Wood City: Valentine

State: NE Zip Code: 69201 Home Phone Number: 402-389-0134

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska

County of Cherry

November 22, 2022

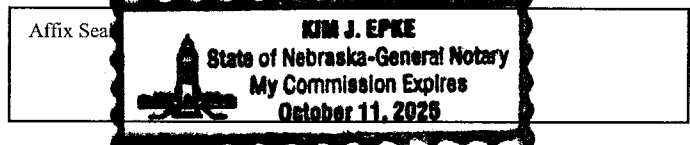
Date

Notary Public Signature

The foregoing instrument was acknowledged before me this

by Luke Moser

name of person signing document in front of notary



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Danielski First Name: Christopher MI: _____

[REDACTED]

Spouse Full Name (indicate N/A if single): Sarah Danielski

[REDACTED]

Percentage of member ownership 16%

Last Name: Moser First Name: Luke MI: _____

[REDACTED]

Spouse Full Name (indicate N/A if single): Tygh Moser

[REDACTED]

Percentage of member ownership 16%

Last Name: Danielski First Name: Jay MI: _____

[REDACTED]

Spouse Full Name (indicate N/A if single): Tami Danielski

[REDACTED]

Percentage of member ownership 16%

Last Name: Danielski First Name: Andrew MI: _____

[REDACTED]

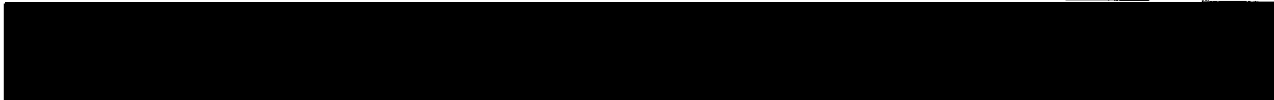
Spouse Full Name (indicate N/A if single): Ashleigh Danielski

[REDACTED]

Percentage of member ownership 16%

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Danielski First Name: Adam MI: _____



Spouse Full Name (indicate N/A if single): Tana Danielski



Percentage of member ownership 16%

Last Name: Danielski First Name: Thomas MI: _____



Spouse Full Name (indicate N/A if single): Single

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 20%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, complete controlling corporation insert form 185

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES

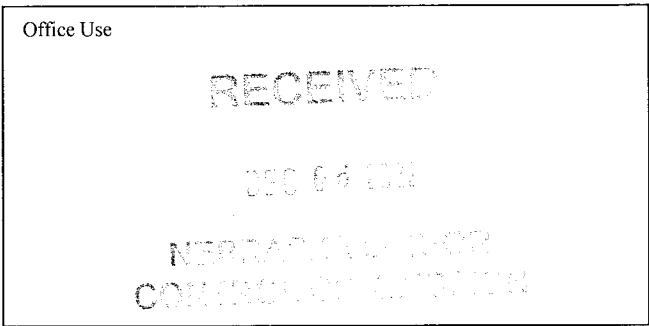
NO

If yes, provide the Federal ID #. _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

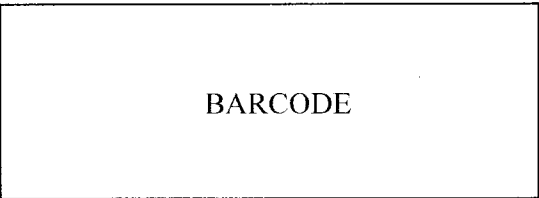
- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

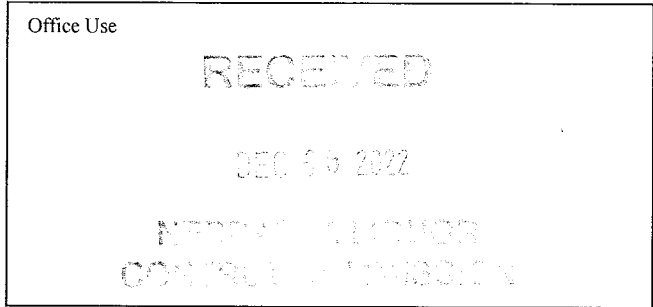
Spouse who **will** participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required



**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Western Oil II, LLC

Premise information

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: Speedee Mart 2905

Premise Street Address: 3711 South Lincoln

City: York County: York Zip Code: 68467

Premise Phone Number: 402-362-3711

Premise Email address: 2905@westernoilinc.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Moser First Name: Luke MI: V
Home Address: 717 North Wood
City: Valentine County: Cherry Zip Code: 69201
Home Phone Number: 402-389-0134

Email address: luke@westernoilinc.net

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: Moser First Name: Tygh MI: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Valentine, NE	1997	present	Valentine, NE	1986	present

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1998	present	Danielski Harvesting & Farming	Mike Danielski	402-376-4280

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, **include traffic violations**. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Luke Moser	5-2-14	Harrison, NE	speeding	paid fine
Christopher Danielski	6-29-15	Valentine, NE	violate stop sign	paid fine
Christopher Danielski	9-8-18	Ogallala, NE	DUI	jail 7 days-paid fine
Christopher Danielski	6-9-22	Valentine, NE	Reckless Driving	paid fine

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 641 Name on Certificate: Luke Moser

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Luke Moser	1-15	Nebraska Alcohol & Servier/Selling Training
Luke Moser	11-18	Responsible Hospitality Council Management Training

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

YES NO

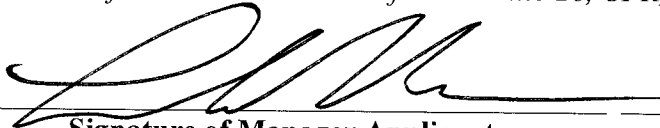
PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

***Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*



Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Cherry

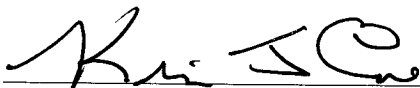
The foregoing instrument was acknowledged before me this

Novemer 22, 2022

date

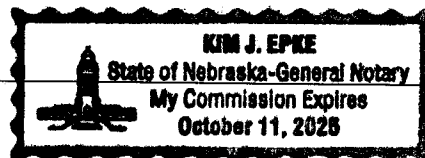
by Luke Moser

NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature

Affix Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

NLCC certified training program completed: CONTINUED

APPLICANT NAME	DATE	NAME OF PROGRAM (ATTACH COPY OF COURSE COMPLETION CERTIFICATE)
Jay Leonard Danielski	Mar-15	Responsible Beverage Service Training
Chris M. Danielski	3/13/2015	Responsible Beverage Service Training
Adam Thomas Danielski	3/12/2015	Responsible Beverage Service Training
Andrew John Danielski	3/12/2015	Responsible Beverage Service Training
Thomas Allen Danielski	3/25/2015	Responsible Beverage Service Training

THIS IS TO CERTIFY THAT

Luke V S Moser

FIRST NAME MIDDLE NAME LAST NAME
109 N Lodi St Valentine, NE 69201

ADDRESS

DATE OF BIRTH 7/10/79

IS A REGISTERED VOTER IN CHERRY COUNTY

Val South Republican

PRECINCT

PARTY AFFILIATION

Thomas E. Elliott,
County Clerk

DATE: 4/12/05



CERTIFICATE OF COMPLETION RESPONSIBLE HOSPITALITY COUNCIL MANAGEMENT TRAINING

This certificate is awarded to

Luke Moser

For completing the Hospitality Insider Training and Lincoln Server/Seller Permit
Training Date November 8, 2018, Expires November 8, 2021

RESPONSIBLE HOSPITALITY COUNCIL

Signature		Date	11/8/18
Signature		Date	11/8/18





Certificate of Completion

This is to certify that

Luke Moser

has successfully completed the

LIQUORExam.com Responsible Beverage

Server and Seller Training Program

Course Name: \$14 Nebraska Alcohol Server/Seller
Training

Edward D McLean, Administrator
www.LIQUOREXAM.com

Date: 01/07/2015

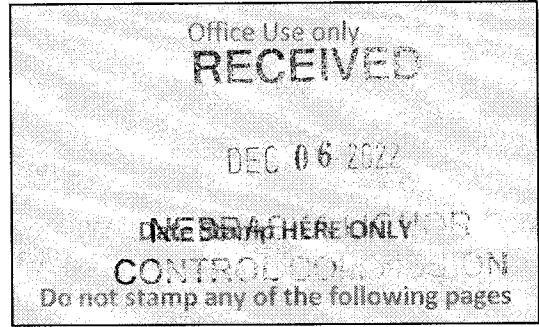
Expiration: 36 Months

Certificate #: 641

Birth Date: 07/10/1979

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Speedee Mart 2905

Name of Person Being Fingerprinted: Luke Moser

Date fingerprints were taken: _____

Location where fingerprints were taken: Cherry County Sheriff's Office

How was payment made to NSP?

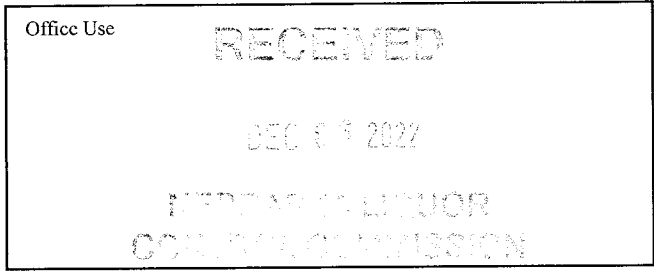
NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Sarah Danielski
Signature of **NON-PARTICIPATING SPOUSE**
Sarah Danielski
Print Name

Chris Danielski
Signature of **APPLICANT**
Christopher Danielski
Print Name

State of Nebraska, County of Cherry

State of Nebraska, County of Cherry

The foregoing instrument was acknowledged before me
this November 22, 2022 (date)

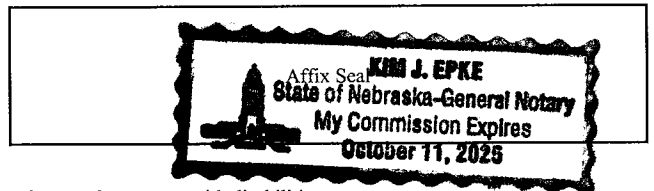
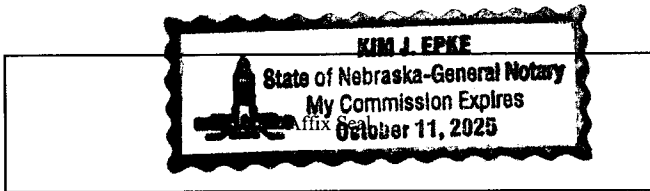
The foregoing instrument was acknowledged before me
this November 22, 2022 (date)

by Sarah Danielski
Name of person acknowledged
(Individual signing document)

by Christopher Danielski
Name of person acknowledged
(Individual signing document)

Kim J. Epke
Notary Public Signature

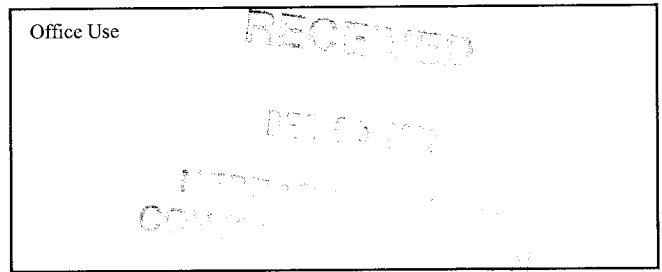
Kim J. Epke
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
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I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Tami Danielski
Signature of **NON-PARTICIPATING SPOUSE**
Tami Danielski
Print Name

Jay Danielski
Signature of **APPLICANT**
Jay Danielski
Print Name

State of Nebraska, County of Cherry

State of Nebraska, County of Cherry

The foregoing instrument was acknowledged before me
this November 22, 2022 (date)

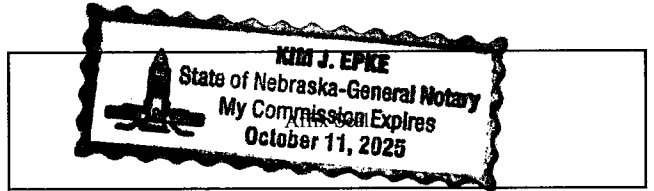
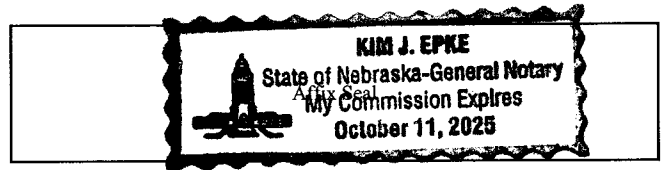
The foregoing instrument was acknowledged before me
this November 22, 2022 (date)

by Tami Danielski
Name of person acknowledged
(Individual signing document)

by Jay Danielski
Name of person acknowledged
(Individual signing document)

Kim J. Epke
Notary Public Signature

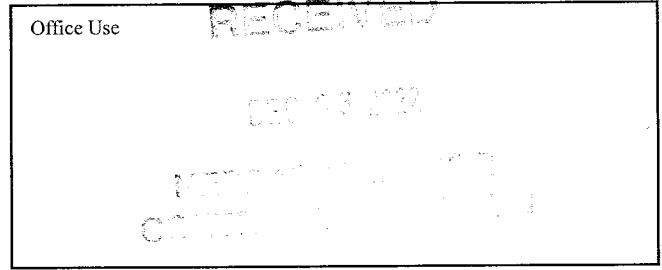
Kim J. Epke
Notary Public Signature



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**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



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I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Ashleigh Danielski

Signature of **NON-PARTICIPATING SPOUSE**
Ashleigh Danielski

Print Name

Andrew Danielski

Signature of **APPLICANT**
Andrew Danielski

Print Name

State of Nebraska, County of Cherry

State of Nebraska, County of Cherry

The foregoing instrument was acknowledged before me
this **November 22, 2022** (date)

The foregoing instrument was acknowledged before me
this **November 22, 2022** (date)

by **Ashleigh Danielski**

Name of person acknowledged
(Individual signing document)

by **Andrew Danielski**

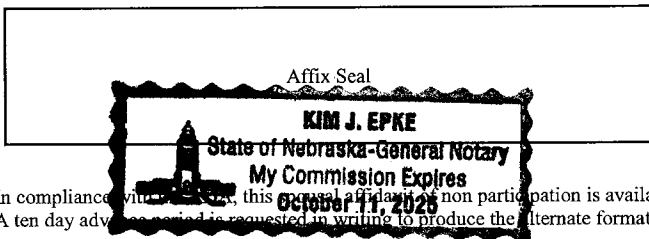
Name of person acknowledged
(Individual signing document)

Kim J. Epke

Notary Public Signature

Kim J. Epke

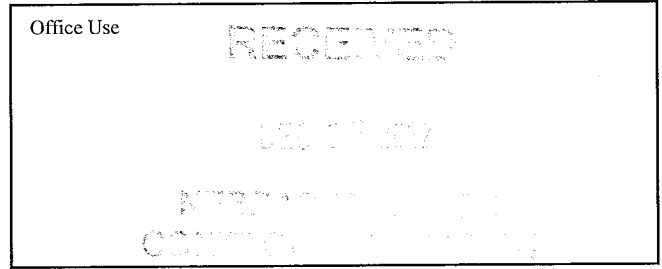
Notary Public Signature



In compliance with Nebraska law, this document and its non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
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FAX: (402) 471-2814
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I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Tana Danielski
Signature of **NON-PARTICIPATING SPOUSE**
Tana Danielski
Print Name

Adam Danielski
Signature of **APPLICANT**
Adam Danielski
Print Name

State of Nebraska, County of Cherry

State of Nebraska, County of Cherry

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this November 22, 2022 (date)

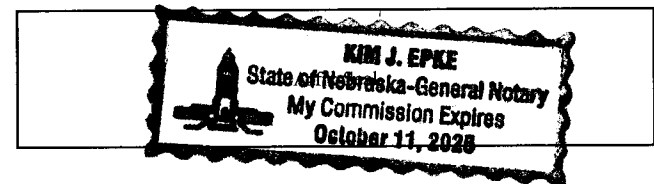
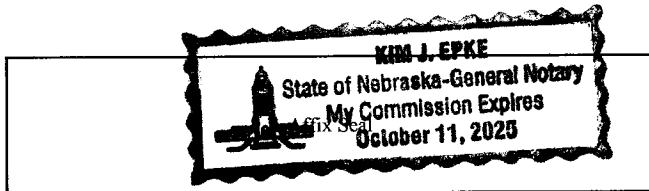
The foregoing instrument was acknowledged before me
this November 22, 2022 (date)

by Tana Danielski
Name of person acknowledged
(Individual signing document)

by Adam Danielski
Name of person acknowledged
(Individual signing document)

Kim J. Epke
Notary Public Signature

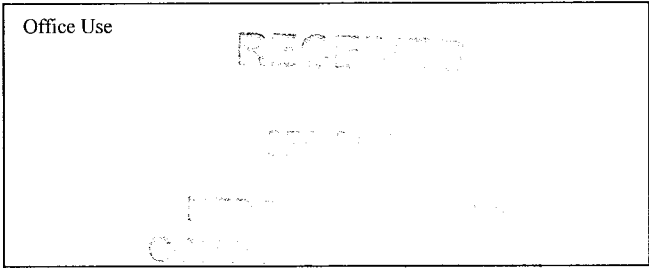
Kim J. Epke
Notary Public Signature



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A ten day advance period is requested in writing to produce the alternate format.

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NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
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LINCOLN, NE 68509-5046
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I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Tygh Moser
Signature of **NON-PARTICIPATING SPOUSE**
Tygh Moser
Print Name

Luke Moser
Signature of **APPLICANT**
Luke Moser
Print Name

State of Nebraska, County of Cherry

State of Nebraska, County of Cherry

The foregoing instrument was acknowledged before me
this November 22, 2022 (date)

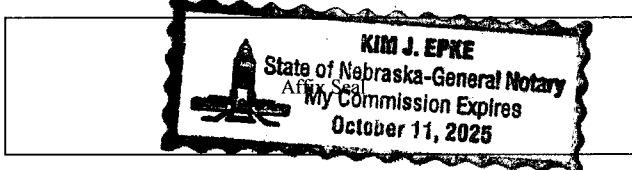
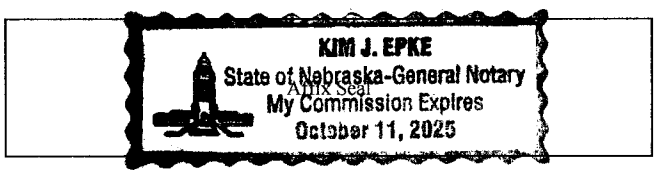
The foregoing instrument was acknowledged before me
this November 22, 2022 (date)

by Tygh Moser
Name of person acknowledged
(Individual signing document)

by Luke Moser
Name of person acknowledged
(Individual signing document)

Kim J. Epke
Notary Public Signature

Kim J. Epke
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

CERTIFICATE OF ORGANIZATION

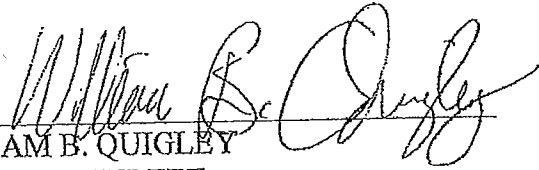
OF

DANCO II - CB, LLC

The undersigned, desiring to form a limited liability company under the laws of the State of Nebraska, does hereby make this written certificate:

1. **NAME.** The name of the company shall be DANCO II - CB, LLC.
2. **DESIGNATED OFFICE.** The initial designated office of the company is 633 West Highway 20, P O Box 230, Valentine, Nebraska 69201.
3. **INITIAL AGENT FOR SERVICE OF PROCESS.** Luke Moser at 633 West Highway 20, PO Box 230, Valentine, Nebraska 69201 is the initial agent for service of process on the company.
4. **OPERATING AGREEMENT.** All affairs, admission of additional members, and other organizational and operational matters will be governed by the company's operating agreement.
5. **ORGANIZER.** The undersigned is the organizer of the company.

Executed this 9 day of March, 2021.


WILLIAM B. QUIGLEY
229 N MAIN STREET
P. O. BOX 748
VALENTINE, NEBRASKA 69201

**CONSENT TO USE OF SIMILAR ENTITY NAME
(Danco)**

TO THE NEBRASKA SECRETARY OF STATE:

DANCO, INC., a Nebraska corporation, and DANCO II, LLC, a Nebraska limited liability company, hereby gives its consent to the following new limited liability company to use the word Danco in the names of each of their entities:

DANCO II - CB, LLC

DATED: March 8, 2021.

DANCO, INC., a Nebraska corporation

BY: Mike Danelski
Mike Danelski
President of DANCO, INC.

DANCO II, LLC, a Nebraska limited liability company

BY: Luke Moser
Luke Moser
Member-Manager of DANCO II, LLC

BUSINESS PLAN FOR WESTERN OIL II, LLC

Western Oil II, LLC will be operating the following c-store:

Speedee Mart 2905 (York-Black Barts)

The above property is currently a c-store wherein gas/diesel are sold along with inside sales of various c-store products. Western Oil II, LLC plans to continue to sell gas/fuel and c-store items and to run said business as it currently has been ran. All employees at said locations will be kept as employees by Western Oil II, LLC.

Western Oil II, LLC was formed in 2015 but all the members of said Western Oil II, LLC have been in the c-store business since 1999 when Western Oil, Inc. built and operated its first c-store in Valentine, Nebraska. Since that time Western Oil, Inc. has purchased and operated several other c-stores. All members are very aware of how to run a c-store business.

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated 19th day of November, 2022, by and between DANCO II-CB, LLC, ("Landlord"), and WESTERN OIL II, LLC, dba Speedee Mart 2905, ("Tenant"). The parties agree as follows:

PREMISES: Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the property known as Speedee Mart 2905 (the "Premises") located in York, York County, Nebraska, which real property is described as follows, to-wit:

Lot 5 except a tract in the NW corner, RL. Kaliff Ranch Co,
A subdivision of the City of York, York County, Nebraska

TERM: The Lease term will begin on December 19, 2022, and will terminate on January 1, 2030.

LEASE PAYMENTS: Tenant shall pay to Landlord the sum of \$10,000.00 per month commencing on December 19, 2022. Lease payments shall be made to the Landlord at PO Box 230, Valentine, Nebraska, which address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the 1st day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES: Tenant may use the premises only for retail sales and services. The premises may not be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the premises not later than the 1st day of the extended absence.

PROPERTY INSURANCE. Landlord shall each maintain appropriate insurance for the real estate. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the premises. Tenant is responsible for maintaining casualty insurance on its own property.

TAXES: Taxes attributable to the premises or the use of the premises shall be allocated as follows:

REAL ESTATE TAXES: Landlord shall pay all real estate taxes and assessments for the premises.

PERSONAL TAXES: Tenant shall pay all personal taxes and any other charges which may be levied against the premises and which are attributable to Tenant's use of the

premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

DEFAULTS: Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or terms by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within five (5) days (or any other obligation within ten (10) days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to the Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

REMODELING OR STRUCTURAL IMPROVEMENTS: Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the premises as specified above. Tenant may also construct such fixtures on the premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the premises to substantially the same condition of the premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES: Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgages, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the premises. As provided by law, in the case of an emergency, Landlord may enter the premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the premises to prospective tenants.

IDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the premises, except Landlord's act or negligence.

COMPLIANCE REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the premises, except Landlord's act or negligence.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, Ordinances, requirements and regulations of the federal, state, county, municipal and other authorities and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alternations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS: Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens nor any other kind of lien on the premises and the filing of this Lease constitute notice that such liens are invalid. Further, tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens will not be valid, and (2) take whatever additional steps that is necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ARBITRATION: Any controversy or claim relating to this Lease, including the construction or application of this Lease, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any Court of proper jurisdiction.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the premises.

ASSIGNABILITY/SUBLETTING: Tenant may not assign or sublease any interest in the premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this Lease), nor assign, mortgage, or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Danco II-CB, LLC
P.O. Box 230
Valentine, NE 69201

TENANT:

Western Oil II, LLC
P.O. Box 10
Valentine, NE 69201

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW: This Lease shall be construed in accordance with the laws of the State Nebraska.

ENTIRE AGREEMENT/AMENDMENT: This Lease Agreement contains the entire agreement of the parties and there are no other premises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may

be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

DANCO II-CB, LLC, Landlord,

BY: Thomas Danielski
Thomas Danielski, Member

WESTERN OIL II, LLC, Tenant,

BY: Luke Moser
Luke Moser, Member



NEBRASKA

Police Department
315 N. Grant Ave.
York, NE 68467

December 28th, 2022

Mayor Barry Redfern & Members of the York City Council,

RE: Application for Class D liquor license

On December 28, 2022 I received the manager's application for a liquor license that was submitted in the name of Luke Moser; 717 North Wood; Valentine, NE 69201.

This liquor license application (#125427) is for the off sale only of beer, wine & distilled spirits and made under the application name of Western Oil II, LLC, dba/ Speedee Mart 2905; located at 3711 S. Lincoln Avenue, York, NE.

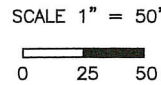
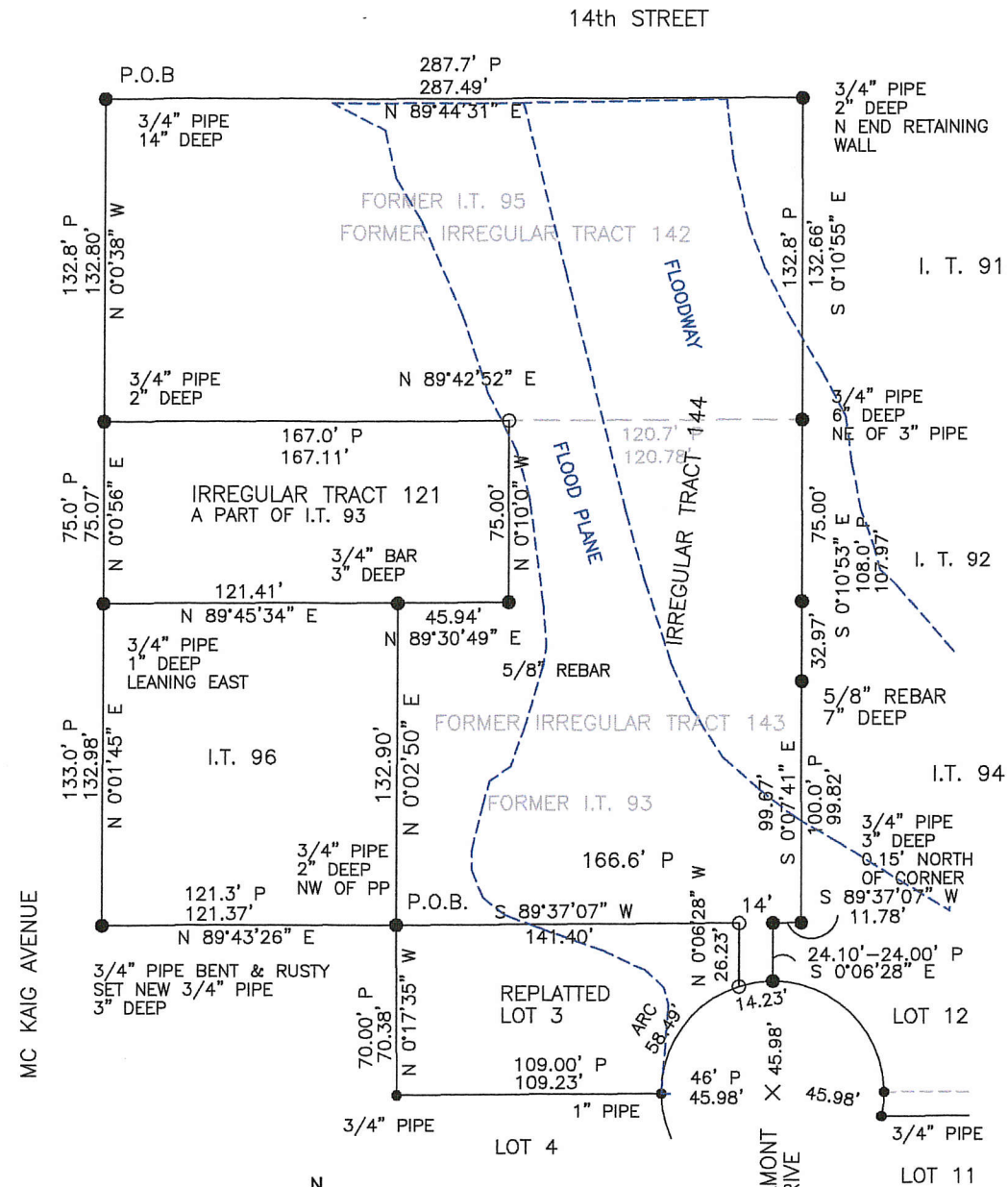
A criminal record check through the York Police Department records was conducted on Luke Moser. There was no nothing within the police department records which would prevent the approval of the application.

Respectfully,

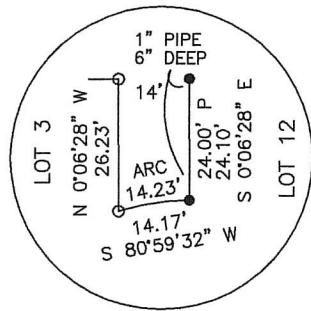
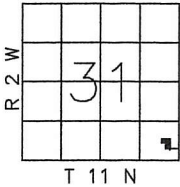
Captain Russell Coffey
York Police Department

IRREGULAR TRACTS 144 SECTION 31, TOWNSHIP 11 NORTH, RANGE 2 WEST OF THE 6th PRINCIPAL MERIDIAN
REPLAT OF IRREGULAR TRACT 142 & 143 TO CITY OF YORK, YORK CO., NEBRASKA

REPLAT OF LOT 3, BELMONT 3rd ADDITION AND IRREGULAR TRACT 93, EXCEPT IRREGULAR TRACT 121, AND 95, SECTION 31, A PART OF THE CITY OF YORK, YORK COUNTY, NEBRASKA



SITUATION SKETCH



- SET 3/4 X 24" PIPE/CAP
- FOUND CORNER

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ABOVE PLAT IS FROM AN ACCURATE SURVEY OF THE DESCRIBED PROPERTY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REX HEIDEN L.S. 361



LEGAL DESCRIPTION

IRREGULAR TRACT 142 & 143, SECTION 31, TOWNSHIP 11 NORTH, RANGE 2 WEST OF THE 6th PRINCIPAL MERIDIAN, ALL BEING A PART OF THE CITY OF YORK, YORK COUNTY, NEBRASKA.

APPROVALS

IRREGULAR TRACTS 144 IN SECTION 32, T 11 N, R 2 W 6th PM A PART OF YORK, YORK COUNTY, NEBRASKA HAS BEEN SUBMITTED TO AND APPROVED BY THE PLANNING COMMISSION, CITY OF YORK, NEBRASKA.

DATED THIS ____ DAY OF _____, 2022.

PLANNING COMMISSION CHAIRPERSON

IRREGULAR TRACTS 144 IN SECTION 32, T 11 N, R 2 W 6th PM A PART OF YORK, YORK COUNTY, NEBRASKA HAS BEEN SUBMITTED TO AND APPROVED BY THE DIRECTOR OF PUBLIC WORKS, CITY OF YORK, NEBRASKA.

DATED THIS ____ DAY OF _____, 2022.

DIRECTOR OF PUBLIC WORKS

IRREGULAR TRACTS 144 IN SECTION 32, T 11 N, R 2 W 6th PM A PART OF YORK, YORK COUNTY, NEBRASKA HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY COUNCIL OF YORK, NEBRASKA.

DATED THIS ____ DAY OF _____, 2022.

MAYOR

CITY CLERK

TREASURER CERTIFICATE

I HEREBY CERTIFY THAT I FOUND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE REAL ESTATE EMBRACED IN THIS PLAT AS SHOWN BY RECORDS OF THIS OFFICE.

COUNTY TREASURER

REGISTER OF DEEDS CERTIFICATE

STATE OF NEBRASKA)
COUNTY OF YORK)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEED OFFICE.

DATE: _____ TIME: _____

INSTRUMENT NO. _____ BOOK: _____ PAGE: _____

REGISTER OF DEEDS

OWNER'S STATEMENT

KNOW ALL MEN BY THESE PRESENT: CLARK H. PICKREL AND SANDI R. PICKREL, HUSBAND AND WIFE, AND PICKREL, INC. OWNERS AND US BANK HOME MORTGAGE, LENDER OF THE LAND DESCRIBED HEREON, HAVE CAUSED THE SAME TO BE SURVEYED AND REPLATTED AS IRREGULAR TRACT 144 IN SECTION 31, TOWNSHIP 11 NORTH, RANGE 2 WEST OF THE 6th PRINCIPAL MERIDIAN, PART OF THE CITY OF YORK, YORK COUNTY, NEBRASKA, IN ACCORDANCE WITH THIS PLAT

CLARK H. PICKREL

SANDI R. PICKREL

PICKREL INC. CLARK H. PICKREL PRESIDENT

US BANK HOME MORTGAGE, N.A. REPRESENTATIVE

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF YORK)

ON THIS ____ DAY OF _____, 2022, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, CAME CLARK H. PICKREL AND SANDI R. PICKREL, PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE SIGNATURE ARE AFFIXED HEREON AND DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES THE ____ DAY OF _____, ____.

NOTARY PUBLIC

(SEAL)

STATE OF NEBRASKA)
COUNTY OF YORK)

ON THIS ____ DAY OF _____, 2022, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, CAME CLARK H. PICKREL, INC. PRESIDENT, CLARK H. PICKREL, PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE SIGNATURE ARE AFFIXED HEREON AND DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES THE ____ DAY OF _____, ____.

NOTARY PUBLIC

(SEAL)

STATE OF _____)
COUNTY OF _____)

ON THIS ____ DAY OF _____, 2022, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, CAME US BANK HOME MORTGAGE, N.A. REPRESENTATIVE, PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HEREON AND DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES THE ____ DAY OF _____, ____.

NOTARY PUBLIC

(SEAL)

SKELTON FIRST SUBDIVISION CITY OF YORK, YORK COUNTY, NE

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF LOTS 1 AND 2 OF COFFEY 3RD SUBDIVISION AND A PART OF THE WEST 1/2 OF LOT 3 OF GREENWOOD FOREST 3RD ADDITION, CITY OF YORK, YORK COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 21985.85 SQUARE FEET OR 0.505 ACRES MORE OR LESS

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON November 22nd, 2022 I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND CONSISTING OF PART OF LOTS 1 AND 2 OF COFFEY 3RD SUBDIVISION AND PART OF THE WEST 1/2 OF LOT 3 OF GREENWOOD FOREST 3RD ADDITION, CITY OF YORK, YORK COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

Jason Andrist
JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630



DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT BRANDON SKELTON, SINGLE PERSON, BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, REPLAT OF LOTS 1 AND 2 OF COFFEY 3RD SUBDIVISION AND PART OF THE WEST 1/2 OF LOT 3 OF GREENWOOD FOREST 3RD ADDITION, CITY OF YORK, YORK COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT York, NEBRASKA, THIS 30 DAY OF November 2022

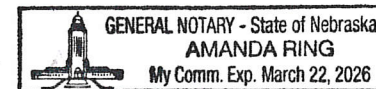
Brandon Skelton
BRANDON SKELTON

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF YORK
ON THIS 30 DAY OF Nov, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED BRANDON SKELTON, A SINGLE PERSON, TO BE PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURES ARE AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT York, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES March 22, 2026

Amanda Ring
NOTARY PUBLIC



ACCEPTANCE OF DEDICATIONS

THE REPLAT OF LOTS 1 AND 2 OF COFFEY 3RD SUBDIVISION AND PART OF THE WEST 1/2 OF LOT 3 OF GREENWOOD FOREST 3RD ADDITION WAS APPROVED AND ANY DEDICATIONS PROPOSED HAVE BEEN CONSIDERED AND ACCEPTED BY THE CITY OF YORK, YORK COUNTY, NEBRASKA, BOARD OF COMMISSIONERS ON THIS ___ DAY OF ___, 20__.

MAYOR

ATTEST: CITY CLERK

COUNTY TREASURER CERTIFICATION

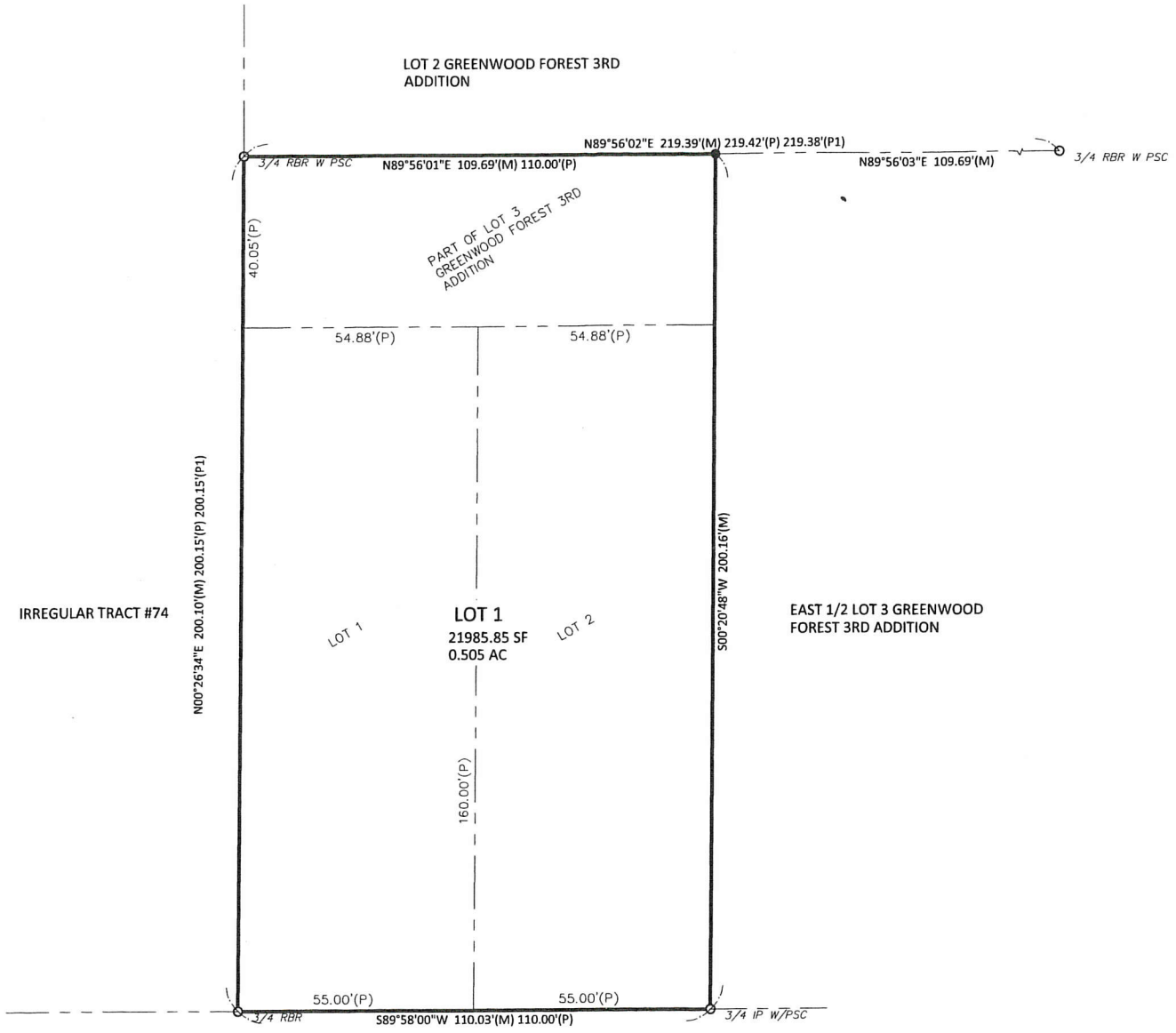
THIS IS TO CERTIFY THAT ON THIS ___ DAY OF ___, 20__ I FOUND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE REAL ESTATE PROPERTY DESCRIBED IN THIS PLAT AS SHOWN BY RECORDS OF THIS OFFICE.

YORK COUNTY, NEBRASKA, TREASURER

APPROVAL OF CITY OF PLANNING COMMISSION

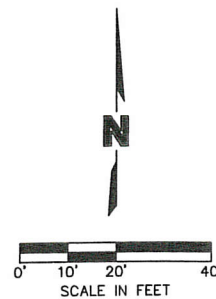
THE REPLAT OF LOTS 1 AND 2 OF COFFEY 3RD SUBDIVISION AND WEST 1/2 OF LOT 3 OF GREENWOOD FOREST 3RD ADDITION WAS APPROVED BY THE CITY OF YORK, YORK COUNTY, NEBRASKA, PLANNING COMMISSION ON THIS ___ DAY OF ___, 20__.

CHAIRPERSON



LEGEND

- FOUND CORNER (AS NOTED)
- SET CORNER (5/8" REBAR W/CAP)
- SUBDIVISION BOUNDARY LINE
- - - - - PROPERTY LINE
- P PLATTED DISTANCE (LOT 1 AND 2 COFFEY'S 3RD SUBDIVISION)
- P1 PLATTED DISTANCE (GREENWOOD FOREST 3RD ADDITION)
- M MEASURED DISTANCE



APPROVAL OF PUBLIC WORKS DIRECTOR

THE FOREGOING PLAT OF LOTS 1 AND 2 OF COFFEY 3RD SUBDIVISION AND WEST 1/2 OF LOT 3 OF GREENWOOD FOREST 3RD ADDITION WAS APPROVED BY THE CITY OF YORK, YORK COUNTY, NEBRASKA, PLANNING COMMISSION ON THIS ___ DAY OF ___, 20__.

PUBLIC WORK DIRECTOR

olsson

201 East 2nd Street
Grand Island, NE 68801
TEL: 308.384.8750
www.olsson.com

REV. NO.	DATE	REVISIONS DESCRIPTION

SKELTON FIRST SUBDIVISION
REPLAT
BRANDON SKELTON SURVEY
PHASE OR ADDITION
YORK, NEBRASKA
2022

drawn by:	CAD
checked by:	ENG
approved by:	ENG
QA/QC by:	ENG
project no.:	1234
drawing no.:	ABC.DWG
date:	00.00.00

DWG: F:\2022\05501-06000\022-05881\40-Design\Survey\SRV\Xref\X_REPLAT_0205881.dwg
 DATE: Nov 25, 2022 9:01am
 USER: cmaus
 XREFS: