

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, October 5, 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 September 28, 2023
3. Pledge of Allegiance
4. Roll Call
5. Minutes of the September 21, 2023 meeting
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$2,845.55
 - 6.2. Claim for Jeff Pieper of Pieper's Inc. in the amount of \$42,484.52
 - 6.3. Claim for Stephen Postier of the York County Development Corporation in the amount of \$8,583.34
7. Claims for the period of September 22, 2023 through October 5, 2023
8. City Administrator Report
9. Consider approval of a quote with Federal Signal Safety and Security Systems to replace one tornado siren in the amount of \$33,313.70
10. Consider approval of an amended bid from AK Hay for the York Municipal Airport farm ground for a three-year lease in the amount of \$47,100.00 annually
11. Consider approval of an Amendment for the Agreement between York Rural Fire Protection District and City of York

12. Approval of Agreement with The Schemmer Associates Inc. for the Fire Station Design/Bid/Build in the amount of \$703,245.00
13. Ordinance No. 2360 - Issuance of infrastructure bonds in the principal amount of up to \$14,000,000 for the purpose of constructing a fire station and improvements and additions to Levitt Stadium and parks
 - 13.1. Suspend the rules for Ordinance No. 2360
 - 13.2. Passage of Ordinance No. 2360
14. Mayor Appointments:
 - 14.1. Appointment of Emma Stutzman as the Youth Representative of the Anna Bemis Palmer Museum Advisory Board for a term ending August 30, 2024
15. Adjournment

York News-Times

Classifieds



www.YorkNewsTimes.com



Place an Ad

To place an ad call our office at (402) 204-7009 Monday thru Friday 8:00 a.m. - 5:00 p.m. Visit us online at YorkNewsTimes.com and check out our classified link



Publishing Deadlines

For ads Appearing Tuesday..... Friday at 11:00 Wednesday Monday at 11:00 Thursday Tuesday at 11:00 Friday.....Wednesday at 11:00 Saturday..... Thursday at 11:00 ADvantage..... Thursday at 11:00



Get Online

To read ads, place ads and contact the classified department go to YorkNewsTimes.com/classifieds

Employment

yntjobseekers.com

0099 LEGALS

NOTICE TO BIDDERS
Notice is hereby given that the City of York has on file a request for proposal (RFP) for Complex ABI Force Sealed Bids for the complex will be received by the City of York at 100 E. 4th Street, York, Nebraska 68467, until October 16, 2023, at 9:40am at which time the Bids received will be opened and publicly read by the City Clerk. To obtain a copy of the RFP, contact Chereé Folts, cfolts@cityofyork.net, 402-363-2630.
September 28, 29 ZNEZ

SVEHLA LAW OFFICES, P.C.
NOTICE OF ORGANIZATION OF ALL NEEDS INSURANCE, LLC

Notice is hereby given that All Needs Insurance, LLC, a Nebraska Limited Liability Company, has been organized under the laws of the State of Nebraska. The limited liability company was formed on August 23, 2023, 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 the managing members pursuant to an Operating Agreement duly adopted by the Company. The address of its initial designated office is 205 S. Lincoln Ave., Ste. 203, York, NE 68467. James A. Bellows is the company's initial designated agent for service of process, his address is 205 S. Lincoln Ave., Ste. 203, York, NE 68467.

Kelly M. Thomas, 18233 Svehla Law Offices, P.C. 408 N. Platte Ave., Suite A York, NE 68467 (402) 362-5506 September 21, 28, October 5 ZNEZ

NOTICE
In accordance with Section 72-205.01 of the Nebraska Statutes, NOTICE is hereby given that the Board of Educational Lands and Funds has adopted a new rental schedule according to classification and a new schedule of valuations for all school and any other lands managed by the Board in York County; and that such new schedules, together with a tabulation of the valuation and the amount of semi-annual rental of each lease, has been filed in the office of the county treasurer of such county and shall become effective January 1, 2024.

BOARD OF EDUCATIONAL LANDS AND FUNDS
September 28, 2023 ZNEZ

NOTICE OF MEETING GRESHAM BOARD OF TRUSTEES

NOTICE IS HEREBY GIVEN, that a meeting of the Board of Trustees of Gresham, NE will be held at 7:00 PM, October 18, 2023 at the Village Office, which the meeting will be open to the public. An agenda for such meeting kept continuously current is available for public inspection at the office of the Village Clerk. Except for items of an emergency nature, the agenda will not be enlarged later than twenty-four hours before the scheduled commencement of the meeting.

If auxiliary aids of reasonable accommodations are needed for attendance at the meeting, please call the office of the Village Clerk (402-735-7385). Advance notice of seven days is needed when requesting an interpreter.
Sept 28, 2023 ZNEZ

IN THE DISTRICT COURT OF YORK COUNTY, NEBRASKA CIVIL DEPARTMENT

United States Department of Agriculture

Plaintiff, vs.

Jessica M. Allison; Shawn A. Allison; City of York, Nebraska; Credit Management Services, Inc.; Thayer County Bank; John Doe aka Unknown Occupant; C a s e N o . D17C230000080

Court Number: NOTICE OF SUIT

0099 LEGALS

THE STATE OF NEBRASKA, to the above-named defendants and the unknown heirs, executors, administrators, devisees, trustees, creditors and assigns of any deceased defendants; the unknown spouses of any defendants; the unknown officers, successors, trustees, creditors and assigns of any defendants that are existing, dissolved or dormant corporations; the unknown executors, administrators, devisees, trustees, creditors, successors and assigns of any defendants that are or were partners or in partnership; the unknown guardians, conservators and trustees of any defendants that are minors or are under any legal disability; and the unknown heirs, executors, administrators, devisees, trustees, creditors and assigns of any person alleged to be deceased, and all other persons who are or may be concerned.

You are notified that a Petition has been filed in the District Court of York County, Nebraska, praying to foreclose a real estate mortgage on the following described real estate:

Lot 2, in Block 39, in the Original Town of York, in York County, Nebraska, more correctly described as: Lot 2, in Block 39, in the Original Town, now City of York, York County, Nebraska, commonly known as 719 N Burlington Ave, York, NE 68467 (the "Property")

and all those defendants who have not otherwise been served are required to plead to the Petition on or before the 13th day of November, 2023, in the District Court of York County, Nebraska. If you fail to plead, judgment and decree will be entered in due course upon the Petition.

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

Prepared By: SouthLaw, P.C. Liliana Shannon (NE # 22854) 13160 Foster Suite 100 Overland Park, KS 66213-2660 (913) 663-7600 (913) 663-7899 (Fax) Liliana.Shannon@southlaw.com Attorneys for Plaintiff (236714) September 21, 28, October 5 ZNEZ

NOTICE
In the County Court of York County, Nebraska Estate of Katherine Janzen Siebert, Deceased Estate No. PR23-80

Notice is hereby given that on September 22, 2023, in the County Court of York County, Nebraska, the Court issued an Order on the Application for Informal Probate of Will and Informal Appointment of Personal Representative, informally appointing Dale LaVern Janzen, 2316 11th Street, Central City, NE 68826, Personal Representative of the Estate.

Creditors of this Estate must file their claims with this Court on or before November 28, 2023 or be forever barred.

Megan Romero Deputy Clerk of the County Court (seal) Address of County Court: County Court of York County 510 Lincoln Ave York, NE 68467

Prepared by: Julie M. Karavas (Bar I.D. # 22432) Karavas & Kranz, P.C. 1615 17th Ave PO Box 118 Central City, NE 68826 Tel: 308.946.3071 E-mail: julie@jkklegal.com Attorney

September 28, October 5, 12 ZNEZ

ANGLE, MURPHY & CAMPBELL, P.C., L.L.O. Attorneys at Law **NOTICE OF ORGANIZATION** NOTICE IS HEREBY GIVEN that MELANIE WILKINSON, 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 MELANIE WILKINSON, LLC.

0099 LEGALS

2.The street and mailing address of the initial designated office is 120 Nebraska Ave., York, Nebraska 68467. 3.The name and mailing address of the registered agent for service of process for the Company is Melanie Wilkinson, 120 Nebraska Ave., York, Nebraska 68467. 4.The affairs of the Company shall be conducted by its Manager, Melanie Wilkinson. Michael J. Murphy, Attorney ANGLE, MURPHY & CAMPBELL, P.C., L.L.O. 617 N. Grant Avenue P.O. Box 584 York, NE 68467 (402) 362-7725 September 14, 21, 28 ZNEZ

NOTICE OF PUBLIC HEARING GRESHAM PLANNING COMMISSION

Notice is hereby given that on October 18, 2023, at 6:00 P.M. at the Village Office, 310 Elm Street, Gresham, Nebraska, the Gresham Planning Commission of Gresham Nebraska will hold a public hearing to consider a request by Joyce Rhodes for a conditional use permit related to keeping sheep for grazing purposes upon the following property.

Irregular Tract Lot No. Six (6) EXCEPT the West 80 feet thereof, in Section Eleven (11), Township Twelve (12) North, Range One (1) West of the 6th P.M., a part of the Town of Gresham, in York County, Nebraska, said Irregular Tract being a part of former Outlot A in the Original town of Poston, now Gresham, in York County, Nebraska; AND A tract in the North Half of the Northwest Quarter (N1/2 NW1/4) of Section Eleven (11), Township Twelve (12) North, Range One (1) West of the 6th P.M., a part of the Town of Gresham, in York County, Nebraska, described as follows:

Bounded on the North side by the North line of said Section 11; on the Northwesterly side by the Southeasterly line of Warehouse Street; on the Southwesterly side by the Southwesterly line of Warehouse Lot 6, and said Southwesterly lot line extended Southeasterly; and on the Southeasterly side by the Northwesterly line of Depot Street, as said Warehouse Street, Warehouse Lot 6, and Depot Street are shown on the recorded plat of Poston, now Gresham, EXCEPT "the Southwest-erly two acres, more or less, lying South and West of a line fence established by agreement between the grantor and grantee" conveyed in a certain deed recorded in Book 116 at page 55 of the deed records of York County, Nebraska.

At the time and the place of the public hearing, all interested persons and citizens may appear and will be given an opportunity to be heard either in support of or in opposition to the request. Individuals requiring physical or sensory accommodations, including interpreter service, braille, large print, or recorded materials, please contact: Donna Bryant, Village Clerk, 24 hours in advance at (402) 735-7385.

NOTICE OF BOARD OF COMMISSIONERS and BOARD OF EQUALIZATION MEETINGS

NOTICE IS HEREBY GIVEN that a meeting of the Board of Commissioners of York County, Nebraska, will be held beginning at 8:30 a.m. in the Commissioners Room, main floor of the Courthouse (510 Lincoln Ave., York, Nebraska) on Tuesday, October 3, 2023.

The York County Board of Commissioners will meet on Tuesday, October 3, 2023 at the Board of Equalization at 9:30 a.m.

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

Kelly Turner County Clerk York County, Nebraska September 28 ZNEZ

NOTICE OF MEETING GRESHAM PLANNING COMMITTEE

NOTICE IS HEREBY GIVEN, that a meeting of the Planning Commission of Gresham, NE will be held at 6:15 PM, October 18, 2023 at the Village Office, which meeting will be open to the public. An agenda for such meeting kept continuously current is available for public inspection at the office of the Village Clerk. Except for items of an emergency nature, the agenda will not be enlarged later than twenty-four hours before the scheduled commencement of the meeting.

If auxiliary aids of reasonable accommodations are needed for attendance at the meeting, please call the office of the Village Clerk (402-735-7385). Advance notice of seven days is needed when requesting an interpreter.
Sept 28, 2023 ZNEZ

NOTICE OF AMENDED CERTIFICATE OF ORGANIZATION OF PRETTY LITTLE DISTRACTION, LLC

On the 11th day of September, 2023, an Amended Certificate of Organization of Pretty Little Distraction, LLC, a Nebraska Limited Liability Company, was filed with the Nebraska Secretary of State's office. A brief resume of the amendments are: The Designated Office is 442 Florida Court, York, Nebraska 68467, and the Registered Agent is Mandly L. Schwanz, 442 Florida Court, York, Nebraska 68467. Paragraphs 6, 7, 8, 9, 10, and 11, which contain extraneous information, were deleted. The original Certificate of Organization filed June 21, 2017, remains in full force and effect except to the extent modified by the Amended Certificate of Organization. John M. Thomas, Agent Svehla Law Offices, P.C. 408 N. Platte Ave., Suite A York, NE 68467 (402) 362-5506 September 21, 28, October 5 ZNEZ

0099 LEGALS

matation, were deleted. The original Certificate of Organization filed June 21, 2017, remains in full force and effect except to the extent modified by the Amended Certificate of Organization. John M. Thomas, Agent Svehla Law Offices, P.C. 408 N. Platte Ave., Suite A York, NE 68467 (402) 362-5506 September 21, 28, October 5 ZNEZ

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NOTICE OF PUBLIC HEARING GRESHAM BOARD OF TRUSTEES

Notice is hereby given that on October 18, 2023, at 6:45 P.M. at the Village Office, 310 Elm Street, Gresham, Nebraska, the Board of Trustees of Gresham Nebraska will hold a public hearing to consider a request by Joyce Rhodes for a conditional use permit related to keeping sheep for grazing purposes upon the following property.

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NOTICE OF ORGANIZATION NOTICE IS HEREBY GIVEN that TRAMIC, 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 TRAMIC, LLC. 2.The street and mailing address of the initial designated office is 236 N. 3rd Ave., McCool Junction, Nebraska 68401. 3.The name and mailing address of the registered agent for service of process for the Company is Jolene DeLong, 236 N. 3rd Ave., McCool Junction, Nebraska 68401. 4.The affairs of the Company shall be conducted by its Manager, Jolene DeLong. Michael J. Murphy, Attorney ANGLE, MURPHY & CAMPBELL, P.C., L.L.O. 617 N. Grant Avenue P.O. Box 584 York, NE 68467 (402) 362-7725 September 14, 21, 28 ZNEZ

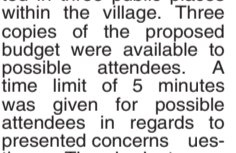
Village of Thayer September 21, 2023

The Budget Hearing of the Village of Thayer was opened by F. Hines, pointing out the Open Meeting Law posted on the bulletin board on Sep.21, 2023 at 7:23p.m. at the Village Office. Roll Call F. Hines, D. Foutz, D. Drake, C. Georges present, R. Conard excused absence. Notice of the Hearing was published in the York News Times on Sept. 16, 2023 and posted in three public places within the village. Three copies of the proposed budget were available to possible attendees. A time limit of 5 minutes was given for possible attendees in regards to presented concerns questions. The budget was reviewed by the Board and as there were no other attendees present, a motion to close the Hearing was made by D. Foutz and seconded by F. Hines. Roll call vote. All ayes, motion carried. The Budget Hearing closed at 7:30 p.m. Following the Hearing, the Board opened the Budget Meeting at 7:31 p.m. A motion was made by C. Georges and seconded by D. Drake to increase the total restricted funds authority by an additional 1%. Roll call vote. All ayes, motion carried. A motion was made by F. Hines and seconded by D. Foutz to request an audit waiver for the fiscal year ended in Sept. 2023. Roll call vote. All ayes, motion carried. All ayes, motion carried. A motion was made by F. Hines and seconded by D. Drake to approve the October 1, 2023 through September 30, 2024 budget proposal. Roll call vote. All ayes, motion carried. A motion was made by F. Hines and seconded by D. Foutz to request the Resolution Setting the Property Tax Request. Roll call vote. All ayes, motion carried. There being no further business, a motion was made by D. Drake and seconded by C. Georges to adjourn the meeting at 7:45 p.m. Roll call vote. All ayes, motion carried. Cassie Hoffman Village Board Clerk September 28 ZNEZ

Village of Thayer September 21, 2023

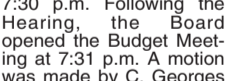
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0925 Boats & Marine

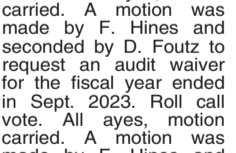


'09 BRP Queretara Sea-Doo Jet Skis, 2, comes with Trailer, will not separate, in great shape.

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



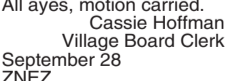
0970 Pickups, 4x2 or 4x4



JUST REDUCED

'19 GMC Sierra 1500 Elevation 4X4, 4dr Double Cab, 6.6ft SB, electric tail gate, back up camera, power windows and locks, cruise, Tonneau cover. 56k

\$38,995 Call Tim at 308-624-0055 or Kerwyn 308-390-8925



Village of Thayer September 21, 2023

The scheduled meeting of the Thayer Village Board was opened by F. Hines pointing out the Open Meeting Law posted on the wall at 7:07 p.m. 1917 Road Q, Thayer, NE. Roll Call: C.Georges, D. Drake, F. Hines and D. Foutz present. R. Conard

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excused absence. Minutes of August 8, 2023 read. Motion to approve minutes was made by D. Drake, D. Foutz second. Roll call vote, all ayes, motion carried. The Financial Report as of Aug 31, 2023 was given. Motion to approve was made by F. Hines, C.Georges second. Roll call vote, all ayes, motion carried. Claims presented included: Clerk hours \$248.00 Clerk mileage \$67.50, Lee Enterprises \$51.23, Perennial Public Power \$738.15. Motion to approve and pay claims made by D. Foutz, D. Drake second. Roll call vote, all ayes, motion carried. Under New Business village sign is up, swing set in progress. Building permit for F Hines presented for wood frame big garage 32 x 60. Motion to approve building permit made by D. Foutz, C.Georges second. Roll call vote, all ayes, motion carried. F. Hines motioned to adjourn at 7:20 p.m. C.Georges second. Roll call vote, all ayes, motion carried. Next meeting Oct 10, 2023 7 p.m., 1917 Road Q, Thayer, NE. Cassie Hoffman Village Board Clerk September 28 ZNEZ

0242 Painting

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

0355 Pets & Supplies

BE RESPONSIBLE!! SPAY OR NEUTER YOUR PETS!!



0400 FARMERS MARKET

GRAIN BINS FOR RENT Due to the hailstorm have the following bins for rent (1) 30,000 bushel (1) 11,000 bushel (2) 6,500 bushel Contact Raymond Luebbe 402-363-9829

0925 Boats & Marine



0991 Minivans, Buses, Vans



2016 Dodge Grand Caravan STX Handicap Equipped Lowered floor Power ramp Power sliding doors Removable front seats One owner Excellent condition 130k miles \$29,900 or trade

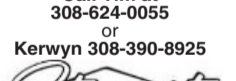
Mobility Motoring McCook 308-340-2774

Just Reduced



'16 Dodge Grand Caravan SE Mini-Van. Stow-N-Go seats, middle row is a bench seat, fairly new tires.

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



0995 Autos for Sale or Lease



'05 Cadillac DeVille 4dr Sedan, heated and air conditioning seats, new tires and alignment. 139K

\$5,995 Call Tim at 308-624-0055 or Kerwyn 308-390-8925



The Classifieds... just a phone call away!

IN THE MARKET FOR A New Home?



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

0980 Sport Utility Vehicles

Just Reduced



'12 Chevrolet Equinox AWD LT SUV w/2LT, cloth seats, back up camera.

\$7,495 Call Tim at 308-624-0055 or Kerwyn 308-390-8925

REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
September 21, 2023
5:30 PM

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. in 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: Stephen Postier: Present, Jerry Wilkinson: Present, Matt Wagner: Present, Jeff Pieper: Present, Scott Van Esch: Present, Vicki Northrop: Present, Tony North: Present, Jennifer Sheppard: Present. The following City Officials were present: Administrator Dr. Sue Crawford, Attorney Charley Campbell, Public Works Director James Paul, Human Resource Director Denise Pfeifer, Treasurer Pellie Thomas and City Clerk Amanda Ring.

Notice of this meeting was given in advance thereof by publication in the York News Times on September 14, 2023, the City's designated method for giving notice, a copy of the proof of publication being attached to these minutes. Notice of this meeting was given to the Mayor and all members of the City Council and a copy of their acknowledgment and receipt of notice and the agenda is attached to these minutes. Availability of the agenda was communicated in advance notice to the Mayor and City Council for this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Minutes

Motion to approve the minutes of the September 7, 2023 meeting. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$1,238.41. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Abstain (With Conflict), Jennifer Sheppard: Yea.

Motion to approve the claim for Stephen Postier of York County Development Corporation in the amount of \$250,000.00. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Stephen Postier: Abstain (With Conflict), Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Claims

Motion to approve the claims for September 8, 2023 through September 21, 2023. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Department Activities Reports

Motion to approve the departmental activities reports for the month of August 2023. Ayes with a motion by Scott Van Esch and a second by Jennifer Sheppard. Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Approve Cash Balances

Motion to approve the cash balances for the month of August 2023. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

City Administrator Report

Dr. Sue Crawford reported to the Council that on Monday Olsson Inc would be in York to review the plans for the trails. On Tuesday there will be a meeting with businesses about the trails, TIF information and to receive feedback at the Holthus Convention Center at 2 pm.

Resolution 2023-26

RESOLUTION 2023-26

WHEREAS, the Mayor and City Council of the City of York, Nebraska, wish to honor Speaker Greg Adams and Senator Paul Lambert for their leadership in the passage of LB 357 in the Nebraska State Legislature; and

WHEREAS, Senators Adams and Lambert provided key votes to override a veto of LB 357; and

WHEREAS in November of 2014, residents of York approved a ½ cent sales tax for community infrastructure and recreation authorized by LB 357; and

WHEREAS LB 357 has been a valuable resource to the City of York to provide sales tax revenue for large infrastructure and recreation projects to enhance, the community; and

WHEREAS the sales tax revenues authorized by LB 357 dollars help the city to provide infrastructure and recreational opportunities while keeping its property tax rates well below the average for cities of York's size; and

WHEREAS the York Ballpark Complex, one of the early LB 357 projects, provides the citizens of York and surrounding areas high quality facilities to play their ball games and a 2019 study by Brian Williams, Ph.D., Nebraska Public Power District economist, estimated that the Ballpark provides an economic impact to the City of York that tops \$4.56 million per year; and

WHEREAS the quiet zone improvements mean that school classrooms and business are not interrupted multiple times a day by train horns and residents enjoy much quieter days and nights; and

WHEREAS Levitt Stadium renovations updated the park in 2016 and new LB 357 funds will enable the city to add turf and updated improvements; and

WHEREAS countless other LB 357 investments have come from LB 357 revenues such as major renovations of the historic city auditorium, renovations of the community center, new playground surfaces for city and school playgrounds, an accessible restroom and other improvements for the Peyton Parker Lane Playground, a tot playground, a community splash pad, a new HVAC system for the library and improvements at the family aquatic center, shade at the ballpark, and major soccer field renovations as well as track and tennis court resurfacing and a major lighting project in the York Public Middle School.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council salutes Speaker Greg Adams and Senator Paul Lambert, and commends them for their efforts for the passage of LB 357, which legislation has provided substantial benefits to the City of York.

Dated this 21st day of September, 2023.

Mayor Redfern read the resolution aloud. Both Speaker Adams and Senator Lambert spoke on the matter and thanked the Council and the City. Motion to approve Resolution 2023-26 to honor Speaker Greg Adams and Senator Paul Lambert for their leadership in the passage of LB 357 in the Nebraska State Legislature. Ayes with a motion by Jeff Pieper and a second by Jerry Wilkinson. Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Fraternal Order of Police Agreement

Motion to approve the agreement between the City of York and Fraternal Order of Police, York Lodge No. 31 for the period of September 25, 2023 through September 30, 2024. Ayes with a motion by Matt Wagner and a second by Vicki Northrop. Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

York Professional Firefighters Agreement

Motion to approve the agreement between the City of York and the York Professional Firefighters Local 1648 for the period of September 25, 2023 through September 30, 2025. Ayes with a motion by Matt Wagner and a second by Tony North. Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

AMGL Contract

Pellie Thomas spoke to the Council regarding the audit and contract. Dr. Sue Crawford stated that it is in the City's best interest to waive the public bidding requirement and accept this contract from AMGL to perform the

audit. Motion to approve the contract with AMGL to perform the City's annual audit for the 2022-2023 fiscal year for an amount not to exceed \$33,750, single audit (if required) not to exceed \$4,000 and the Kilgore Library Foundation not to exceed \$1,100. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Task Order with HDR Engineering for YASWA

James Paul shared with the Council on the matter. Dr. Sue Crawford stated that it is in the City's best interest to waive the public bidding requirement and accept this task order with HDR Engineering. Motion to approve Task Order #44 with HDR Engineering for the YASWA FY 23/24 Annual Engineering Services, not to exceed \$64,000.00. Ayes with a motion by Tony North and a second by Jennifer Sheppard. Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Mower for Park & Rec

Motion to approve the Sourcewell Contract with Midwest Turf & Irrigation for the purchase of an 11' Groundmaster 4000-D mower, price not to exceed \$90,547.00. Ayes with a motion by Scott Van Esch and a second by Jeff Pieper. Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Skips 1st Subdivision Plat

Public hearing on preliminary and final plat. The Mayor announced this was the time and place for a public hearing on this preliminary and final plat. There was no public comment. Motion to approve the preliminary and final plat for Skips 1st Subdivision to the City of York, a replat of Reetz 2nd Subdivision, City of York, York County, Nebraska. Ayes with a motion by Jerry Wilkinson and a second by Jennifer Sheppard. Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 5:53 o'clock p.m.

Amanda Ring, City Clerk

Barry Redfern, Mayor

A C C O U N T S P A Y A B L E
 D I S B U R S E M E N T R E P O R T

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L 1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-00010	GALE	4	499.06	N		
01-00090	THE HOME DEPOT PRO	1	402.65	N		
01-00110	MATHESON TRI-GAS	4	253.29	N		
01-00120	JACKSON SERVICES INC	10	644.93	N		
01-00150	MISSIONSQUARE RETIREMENT	2	783.54	N		
01-0019	DEREK J PALIK	1	37.86	N		
01-00200	NEBRASKA MACHINERY CO	5	3,902.95	N		
01-00210	EAKES OFFICE PLUS	3	2,723.72	N		
01-00290	NORTH PRINTING & OFFICE S	13	2,845.55	N		
01-00300	BLACK HILLS ENERGY	13	1,940.97	N		
01-00340	BOUND TREE MEDICAL LLC	5	1,217.13	N		
01-00360	CITY OF YORK	4	31,267.09	N		
01-00490	JOHN DEERE FINANCIAL FSB	1	41.96	N		
01-00540	GLOBAL TECH, INC.	8	9,505.57	N		
01-00570	SUMMIT FIRE PROTECTION	1	199.75	N		
01-00630	MUNICIPAL SUPPLY OF NE	1	3,466.84	N		
01-00710	OVERLAND SAND & GRAVEL	2	1,072.81	N		
01-00740	TK ELEVATOR CORP	1	232.35	N		
01-00750	PIEPERS INC	12	42,484.52	N		
01-00780	PRESTO X COMPANY	3	190.88	N		
01-00800	BURST, LLC	9	533.54	N		
01-00960	GRAINGER	3	1,178.89	N		
01-00990	ANGLE, MURPHY, VALENTINO	1	18.94	N		
01-01090	BAKER & TAYLOR, INC	6	2,125.76	N		
01-01200	BARCO MUNICIPAL PRODUCTS	1	2,020.50	N		
01-01280	PLATTE VALLEY COMMUNICATI	1	329.50	N		
01-01290	GRAND CENTRAL FOODS, INC.	10	360.92	N		

ACCOUNTS PAYABLE
 DISBURSEMENT REPORT

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L 1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-01330	JLC, INCORPORATED	1	30.29	N		
01-01390	AFLAC	4	528.20	N		
01-01420	NE CHILD SUPPORT PAYMENT	1	259.04	N		
01-0145	ANTHONY BESTWICK	2	279.37	N		
01-01460	PERENNIAL POWER	1	13,758.22	N		
01-01470	SERVI-TECH LABORATORIES	1	98.00	N		
01-01490	NE DEPT OF REVENUE	2	8,685.64	N		
01-01510	HACH CO.	1	714.66	N		
01-01640	INTERNAL REVENUE SERVICE	4	49,081.09	N		
01-01650	UNION BANK	8	30,585.34	N		
01-01670	FRATERNAL ORDER OF POLICE	2	840.00	N		
01-01690	UNITED FUND	2	40.00	N		
01-01841	CORNERSTONE BANK TRUST	3	854,912.50	N		
01-02010	YORK EQUIPMENT, INC.	2	2,378.19	N		
01-02060	NE DEPT OF ENVIRONMENT &	2	8,998.46	N		
01-02080	TYLER TECHNOLOGIES - INCO	1	1,808.75	N		
01-02170	MIDWEST TURF & IRRIGATION	1	123.24	N		
01-02200	JACK'S UNIFORMS & EQUIP	3	810.77	N		
01-02230	MCCORMICK HEATING & AC	1	676.62	N		
01-02250	MILLER SEED & SUPPLY CO	4	2,894.30	N		
01-02560	CITYSERVICEVALCON LLC	1	31,032.25	N		
01-02590	ADOPT A PET	1	3,333.34	N		
01-02650	O'REILLY AUTO PARTS	1	15.99	N		
01-02730	SCHOOL DISTRICT OF YORK	1	20.00	N		
01-02910	CONCRETE INDUSTRIES INC	1	13,190.44	N		
01-03240	YORK COUNTY DEVELOPMENT C	1	8,583.34	N		
01-03260	HOMETOWN LEASING	3	247.07	N		

A C C O U N T S P A Y A B L E
 D I S B U R S E M E N T R E P O R T

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-03590	PENNER'S TIRE & AUTO	3	2,102.81	N			
01-04050	GALLS INCORPORATED	5	811.41	N			
01-04420	SOUTHEAST NE DEV DIST	1	2,167.50	N			
01-05310	SAPP BROTHERS PETROLEUM,	7	7,333.90	N			
01-05870	WEX BANK	1	9,694.05	N			
01-06370	HEIMAN FIRE EQUIPMENT, IN	2	17,662.65	N			
01-06630	FASTENAL	1	32.68	N			
01-06840	S & S WORLDWIDE INC	1	713.70	N			
01-06970	NISSEN ELETRIC	1	480.00	Y			
01-0700	DANIEL ROBINSON	1	3,880.00	N			
01-07330	PUSH PEDAL PULL	1	351.50	N			
01-07860	CONNER ROOFING CO., INC	1	179,085.00	N			
01-08950	PIZZA HUT	1	1,453.75	N			
01-09090	WINDSTREAM	2	452.76	N			
01-09110	HY-TEC AUTO SERVICE	2	758.86	N			
01-09900	ANDERSON FORD	1	59,159.00	N			
01-1	MISCELLANEOUS VENDOR	3	350.00	N			
01-10790	MOGUL'S TRANSMISSION INC	1	138.29	N			
01-10840	TOTAL ADMINISTRATIVE SERV	3	4,005.28	N			
01-10860	HITZ TOWING	5	1,546.04	N			
01-11020	CENTRAL COMM COLLEGE	2	2,120.50	N			
01-11180	WATERPARK EXPERTS, INC.	1	4,502.50	N			
01-11190	MEAD LUMBER & RENTAL	1	85.74	N			
01-13100	RON & JERRY'S INC	1	75.00	N			
01-13140	NEBRASKA EQUIPMENT INC	1	47.42	N			
01-14410	LINCOLN WINWATER WORKS	3	2,914.89	N			
01-14850	CHEREE FOLTS	3	341.26	N			

A C C O U N T S P A Y A B L E
 D I S B U R S E M E N T R E P O R T

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-15710	CRITEL ENTERPRISES LLC	1	438.55	Y			
01-15900	ARAMARK UNIFORM SERVICE	1	307.35	N			
01-15930	STERICYCLE INC	1	438.28	N			
01-15980	HDR ENGINEERING INC	6	28,814.45	N			
01-16290	MICHAELA STUHR	1	138.86	N			
01-16700	BAER-NELSON'S FURNITURE	2	5,035.70	N			
01-16710	ONE CALL CONCEPTS INC	1	221.40	N			
01-16900	AQUA-CHEM INC	1	3,533.50	N			
01-17610	AFTER HOURS GRAFIC	1	761.49	Y			
01-18120	TERRI CARLSON	1	158.03	N			
01-18350	METERING & TECHNOLOGY SOL	2	18,911.70	N			
01-19590	COLONIAL LIFE	4	589.22	N			
01-19600	AMERITAS	3	1,022.70	N			
01-19890	STANEK FIRE PROTECTION	2	428.00	N			
01-19940	OVERDRIVE INC	1	1,090.60	N			
01-19980	JEO CONSULTING GROUP INC.	1	7,437.50	N			
01-20490	NEBRASKA STATE TREASURER'	1	210.61	N			
01-21050	MELTON CARPET CLEANING	1	487.68	Y			
01-21320	CULLIGAN	1	15.00	N			
01-21770	JANSSEN FORD	1	231.05	N			
01-22050	HEAVY METAL SUPPLY CO	2	156.48	N			
01-22100	SLACK AUTO SUPPLY LLC	2	1,327.46	N			
01-22590	CREDIT MANAGEMENT	1	12.71	N			
01-22700	SPECTRUM BUSINESS	1	1,059.46	N			
01-22790	SITE ONE LANDSCAPE SUPPLY	2	1,035.82	N			
01-23060	ELECTRIC PUMP INC	2	42,430.50	N			
01-23350	YORK PUBLIC SCHOOLS	2	19,310.00	N			

A C C O U N T S P A Y A B L E
 D I S B U R S E M E N T R E P O R T

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-24120	FIRESPRING	1	160.00	N			
01-25020	911 YORK COUNTY COMMUNICA	1	127,916.38	N			
01-25080	DEARBORN NATIONAL-VOL FIR	1	174.80	N			
01-25100	NEBRASKA RURAL RADIO ASSO	1	532.15	Y			
01-25370	BRANDON LAMBERT	1	15.09	N			
01-25650	CARDMEMBER SERVICE	1	17,004.46	N			
01-25740	TRITECH SOFTWARE SYSTEMS	1	2,953.61	N			
01-26020	POMP'S TIRE SERVICE INC	3	7,850.56	N			
01-26510	QUADIENT LEASING	1	686.46	N			
01-26980	PATINA STUDIOS	1	19,515.21	N			
01-27210	MIDWEST AUTO PARTS INC.	2	324.02	N			
01-27220	MATTHEW FRANKEN	1	400.00	Y			
01-27340	APEX ELECTRIC	1	9,156.47	N			
01-27350	KISTLER CRANE & HOIST	1	2,472.56	N			
01-27480	BRIAN ROWE	1	1,145.00	Y			
01-27570	LINCOLN CREEK ELECTRIC	1	369.14	Y			
01-27740	DENISE PFEIFER	1	66.81	N			
01-27890	DAN AUDE	1	120.00	N			
01-27930	KLEIN'S BLUE RIVER POWER	1	114.00	N			
01-28210	LAMPE'S CLEAN AIR SPECIAL	1	591.40	N			
01-28380	FREEDOM REPAIR & MOTORSP	1	1,212.65	Y			
01-28510	LEE ENT ADVERTISING	2	1,229.28	N			
01-28540	AMAZON BUSINESS	10	847.00	N			
01-28570	ERIC ECKERT	2	450.00	N			
01-28730	PRIMARY PHARMACEUTICALS	1	587.38	N			
01-29050	RUSTIC DRY GOODS	1	43.14	N			
01-29130	PRIME SECURED	1	1,571.53	N			

ACCOUNTS PAYABLE
 DISBURSEMENT REPORT

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-29270	ALLO	1	1,263.79		N		
01-29610	BENEFIT PLANS ADMINISTRAT	1	750.00		N		
01-29670	BRITTANY STEINER	1	54.39		Y		
01-29980	BOMGAARS	4	252.52		N		
01-30130	ROAD 6 CUSTOMS	1	440.00		N		
01-30160	MCLEAN BEEF INC	1	70.00		N		
01-30220	NEBRASKA SIGN	2	3,207.69		N		
01-30280	EUCHARISTEO LLC	1	16,097.50		N		
01-30840	APPLIED CONCEPTS INC	1	3,975.20		N		
01-30850	AARON CONYERS	1	125.63		N		
01-30860	KANOPY	1	1,500.00		N		
01-30870	CREATIVE STORE SOLUTIONS	1	1,020.00		N		
01-30880	INDOFF INCORPORATED	1	5,728.30		N		
*** REPORT TOTALS ***		338	1,814,071.29				
			167,065.34				
			1,981,136.63				

Contact Name: Fire Chief Tony Bestwick
 Customer: City of York
 Address: 815 N Grant Ave
 City: York
 State: NE
 Zip 68467
 Phone: 402-363-2610
 Cell: 402-366-4243
 Fax: *
 Email: tbestwick@cityofyork.net

**Quotation No.: ANS
 817231550**
**Please reference quote
 no. on your order**
 Date Quoted: 8/17/23

Notes: Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
Electro-Mechanical Siren Equipment					
1	1	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	\$ 10,447.00	\$ 10,447.00
2	1	DCFC7BDH	DIGITAL CONTROLLER, HIGH BAND	\$ 9,198.00	\$ 9,198.00
3	1	2001TRBP	TRANSFORMER RECTIFIER PLUS	\$ 3,355.00	\$ 3,355.00
4	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$ 154.00	\$ 154.00
Total Equipment					\$ 23,154.00

Shipping					
5	1	ES-FREIGHT - Z2	Shipping Fees		\$ 1,157.70

Services					
6	1	TK-I-2001ADC-Z2	2001 / Equinox / 508 / Eclipse-8 DC or AC-DC Standard Installation 4 Standard Batteries 50' Class 2 Wood Pole	\$ 8,545.00	\$ 8,545.00
7	1	TK-IO-CUSREMOV	Removal Services, Custom	\$	
8	1	OMNI-15	ANTENNA, 450-460MHZ UHF	\$ 457.00	\$ 457.00
Total Services					\$ 9,002.00

Total of Project \$ 33,313.70

Options					
9	1	BV-TRAFFIC	Traffic Control, if required	\$ 750.00	\$ 750.00
10	1	BV-Permit	Cost associated with electrical inspections / permits, if required. This does NOT include costs for getting the electrical service to the pole.	\$ 1,250.00	\$ 1,250.00

AMB
AMB

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance. Site Restoration is not included in this quote unless specifically called out above. As the site has typically not been determined at the time of quoting we cannot forecast what Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install. Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional. Traffic Control Clause: Traffic control, if required, will be an additional \$250.00 per site. Permit Clause: Any special permits, licenses or fees will be additional. FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment. Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted. Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Jeff E
 Company: Blue Valley Public Safety Inc.
 Address: P.O. Box 363 - 509 James Rollo Dr.
 City, State, Zip: Grain Valley, MO 64029
 Country: USA
 Work Phone 1-800-288-5120
 Fax: 816-847-7513
 Approved By: Brian Cates

Delivery: 12-16 weeks
 Freight Terms: FOB University Park
 Terms:
 Equipment, Net 30 Days upon receipt
 Services, Net 30 Days as completed,
 billed monthly. Net 30 will not be held
 for installations.

Title: General Manager

Brian Cates

 Signature



2645 Federal Signal Drive
University Park, Illinois 60484-0975
800.548.7229
www.fedsig.com

Contact Name: Fire Chief Tony Bestwick
Customer: City of York
Address: 815 N Grant Ave
City: York
State: NE
Zip: 68467
Phone: 402-363-2610
Cell: 402-366-4243
Fax: *
Email: tbestwick@cityofyork.net
Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: FWS 817231550 Please reference quote no. on your order Date Quoted: 8/17/23

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

Signature:

Title:

<p>*** Purchase Order <u>MUST</u> be made out to: *** Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484 Purchase Order <u>MUST</u> be e-mailed, mailed or faxed to: Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513 dee@bvpsonline.com</p>

AMENDED LEASE AGREEMENT
YORK MUNICIPAL AIRPORT

This Amended Lease Agreement is made and entered into this ____ day of _____, 2023, by and between the City of York, Nebraska, a municipal corporation, herein Lessor, and AK Hay; Alex Kimmerling and Andrea Dey, Lessee, on the following terms and conditions, WITNESSETH:

That the Lessor does hereby lease to Lessee the following described premises on cash rent basis hereinafter set forth, commencing March 1, 2024, and ending on February 28, 2027, to-wit:

233 acres, more or less, in the following described real estate, final acreage to be determined by the U.S.D.A. measurement, 35 acres of pasture land

- 1) Northeast Quarter (NE ¼) of Section 26, Township 11 North, Range 3, West of the 6th P.M., York County, Nebraska
- 2) Southeast Quarter (SE ¼) of Section 26, Township 11 North, Range 3, West of the 6th P.M., York County, Nebraska
- 3) A tract of land in the Southwest Quarter (SW ¼), Section 26, Township 11 North, Range 3, West of the 6th P.M., York County, Nebraska
- 4) A tract of land in the Northwest Quarter (NW ¼), Section 26, Township 11 North, Range 3, West of the 6th P.M., York County, Nebraska
- 5) A tract of land in the Southeast Quarter (SE ¼), Section 23, Township 11 North, Range 3, West of the 6th P.m., York County, Nebraska

This Amended Lease Agreement is subject to the following terms and conditions:

The above described premises will be utilized by Lessor as an Airport, the remainder of said premises Lessor hereby agrees to lease to Lessee, consistent with the terms of this Agreement. That it is expressly understood and agreed by the parties hereto that the current Airport Layout Plan on file in the York Public Works Director's Office will be strictly construed and adhered to in determining the areas to be leased to Lessee and the use to which Lessee can utilize said leased areas.

The farming of the leased areas herein and the leased premises will be at all times open to the inspection of Lessor and its duly constituted representatives and a violation by the Lessee of crop restrictions in the various areas as set forth on the said Airport Layout Plan shall constitute a termination of Lessee's rights under the terms of this Lease. That Lessee acknowledges by the execution to types of crops to be grown is in the interest of safety and visibility, among other things, by those using the facilities of said airport, and further that the planting of any said crops in the various areas will not be done until approval as to the type of crop is obtained from Lessor's duly authorized representatives.

NOW, THEREFORE, Lessor hereby agrees to lease to Lessee the said 233 acres, more or less, on an annual cash rent of \$47,100 per year payable in equal payments of \$23,550 to be made on March 1, 2024, and September 1, 2024. Lessee is credited with a previous payment of \$1,927.50 previously paid to Lessor. The same payment terms shall apply to the second and third years of this lease.

No interest shall accrue on said payments until due date thereof, and in the event said payments are not paid in full on said due dates, interest shall accrue thereon after said due date at the then existing commercial prime rate of interest until paid. In the event said payments of principal and interest are not paid on said due dates hereinbefore set forth, or within 15 days thereafter, all Lessee's rights herein shall be forfeited and cancelled and, in such event, Lessor shall have full right and authority to lease property herein elsewhere as Lessor may determine.

OTHER PROVISIONS

- 1) Lessor shall have no expense of any kind or nature incurred in the production of crops on said leased premises.
- 2) Lessor and Lessee agree to consult with each other and determine the extent of participation in the Federal government agricultural programs to their joint benefit during the lease term. Lessee agrees to comply with the A.S.C.S. established crop base as it exists at the time of this Agreement and shall not be altered during the term of the Agreement and said base shall not be comingled or involved in any way by the Lessee concerning other leases held by Lessee or on land owned by Lessee which would result in diminishing the existing crop basis on leased premises herein.
- 3) Further provided that there shall be no grazing of livestock owned by Lessee on premises herein or by others on any of the areas being leased hereunder, the pasture land on said leased premises to be for production of hay only which Lessee shall have the right to retain without further cost to Lessee.
- 4) Lessee agrees not to prepare the leased premises for planting, or sow or plant any crop on any portion of said premises which crop would not mature until after the expiration of the lease term herein, except upon written request from the Lessor, and if so requested, and if said land is not rented to Lessee for the next succeeding year, Lessee is to be paid by January 1st following an agreed reasonable amount per acre for all acres so prepared and seeded, plus the market price at planting time of the seed, so used, and upon such payment his Lease shall become null and void and Lessee shall forthwith surrender said premises peaceably to lessor.
- 5) Lessee agrees not to re-lease, sublease or assign this Lease on all or any part of said premises, except upon written consent of Lessor.
- 6) Lessor, or the Lessor's legal representatives, shall have the right to enter on said premises to inspect the same or make improvements; and the lessor also expressly reserves the right for Lessor to prepare the premises for future crops and to sow small grain on stubble ground in fall before the

- expiration of this lease.
- 7) It is expressly understood and agreed that no oral agreements or modifications of this Lease shall be valid, and the provisions hereof may be waived only by written consent of the Lessor; and that Lessee expressly contracts and agrees to ensure the performance of the terms and conditions of this Lease by giving the Lessor, upon demand, a security interest upon all or any part of the crops growing or gathered on said premises during said term and if the Lessee, upon demand, neglect or refuse to give such security interest or shall at any time give or attempt to give any person, firm or corporation, a first lien upon all or any part of said crops, or if the rent of any portion thereof is not paid when due or if the Lessee defaults and fails to comply with any of the covenants of or violate any conditions or agreements of this Lease, the Lessor, at Lessor's option, may declare the Lease terminated, may cancel and annul the same, and take immediate possession of the premises and all crops thereon, in order to enforce the forfeiture for non-payment of rent.
 - 8) The Lessee agrees to indemnify and hold the Lessor and the property of the Lessor, including the leased premises, free and harmless from any and all claims, liability, loss, damage or expenses resulting from Lessee's occupation and use of the leased premises, specifically including without limitations any claims.
 - a. By reason of the injury to person or property, from whatever cause, while in or on the leased premises or in any way connected with the leased premises, or with the improvements or personal property in or on the premises, including any liability for injury to the person or personal property of the Lessee, their agents, officers or employees;
 - b. By reason of any work performed on said premises or materials furnished to the premises at the instance or request of the Lessee, their agents or employees;
 - c. By reason of the Lessee's failure to perform any provision of this Lease or to comply with any requirement imposed on him or on the leased premises by any duly authorized governmental agency or political subdivision;
 - d. Because of Lessee's failure or inability to pay as they become due any obligations incurred by him in the agricultural or other operations to be conducted by him on the leased premises.
 - 9) Lessee agrees that if he causes any damage to any airport property, whether real or personal, he shall, at his cost, promptly replace or repair said property as directed by Lessor.
 - 10) Lessor agrees that if it causes any damage to Lessee's crops, the cost of said damage shall be deducted from the next rent payment due and owing to Lessor.
 - 11) Lessee agrees to cultivate all tillable land in a good husband like manner and to prepare or break land, plant and rotate crops as Lessor may direct.
 - 12) Lessee agrees to destroy all noxious weeds, cockleburs, sunflowers and

weeds of similar nature in early fall before they ripe their seeds, or other times that may be indicated, and to keep weeds cut around the premises leased to the Lessee hereunder.

- 13) Lessee agrees to cut no trees, shrubs, etc., without written consent of Lessor.
- 14) Lessee agrees that the Lessor reserves the right to cancel this Lease at any time without liability to anticipated benefits or profits in the case of war, state or national emergency or by action of the United States Government or State of Nebraska or any agency or instrumentality thereof.
- 15) Lessee agrees to furnish and maintain and repair the irrigation power units that may be required for the farming operation.
- 16) Lessee agrees to pay for all maintenance and repair to the irrigation wells and gear heads.
- 17) Lessee agrees to use two (2) foot deep soil sampling and crop yield goals to determine nitrogen application requirements. Copy of soil sample result and crop yield information shall be submitted to owner.
- 18) Lessee agrees not to apply any chemicals to the premises without first obtaining consent from Lessor to the application of any chemicals to the property.
- 19) Violation of any of the above terms and conditions shall be a material breach of this Agreement and such violation shall result in the termination of the lease upon Lessor's option. In the event that Lessor terminates the lease based upon a breach of any of the provisions of this Agreement by Lessee, then Lessee shall forfeit all rights under this Agreement. In the event that Lessor elects not to declare a termination of the lease, this shall not be considered to be a waiver of the breach of the Agreement by Lessee.

AND IT IS FURTHER AGREED that the covenants herein shall extend and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. It is understood that this Lease is not automatically renewable and that the Lessor is not required to serve notice of cancellation of this Lease.

IN WITNESS WHEREOF, the parties hereto have subscribed their names on the date first above written.

CITY OF YORK

Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk

(Lessee)

State of Nebraska)
)
County of York) ss

On this _____ day of _____, 2023, before me, the undersigned Notary Public in and for said County, personally came, Barry Redfern, Mayor, and Amanda Ring, City Clerk, of said City and the identical persons whose names are affixed to the foregoing Lease and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said City of York, Nebraska, and that the seal of said City was thereupon affixed by its authority.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public

My Commission Expires _____

State of Nebraska)
)
County of York) ss

On this _____ day of _____, 2023, before me, the undersigned Notary Public in and for said County, personally came, _____, personally known to me to be the identical person who executed the above and foregoing Lease and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public

My Commission Expires _____

AMENDMENT

This is an amendment to the agreement between York Rural Fire Protection District and the City of York that was approved by the York City Council on June 15, 2023.

Amended to add the following:

Starting January 1, 2024, the City of York will submit claims for insurance payments for Rescue Truck runs and pay Rural Fire for 80% of claims paid by insurance.

This amendment and agreement have been formally approved by the Governing Body of the CITY and authority for its execution duly passed and approved, and this amendment and agreement have been formally approved by the DISTRICT and authority for its execution has been duly passed and approved.

DATED this _____ day of _____, 2023.

YORK RURAL FIRE PROTECTION DISTRICT

BY _____

ATTEST:

Amanda Ring, City Clerk

CITY OF YORK, NEBRASKA

BY _____
Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk

AGREEMENT BETWEEN YORK RURAL FIRE PROTECTION DISTRICT
AND CITY OF YORK

THIS AGREEMENT made and entered into this 15th day of June, 2023, by and between the City of York, hereinafter called "CITY" and the York Rural Fire Protection District, hereinafter called "DISTRICT", WITNESSETH:

That the parties hereto, with a common purpose of protecting lives and property against loss or destruction by fire and other natural disaster, do hereby enter into the following Agreement, to-wit:

(1) That the said DISTRICT is the owner of fire fighting equipment regularly equipped to be used in extinguishing fires in said York Rural Fire Protection District, the areas and boundaries of which are on file in the office of the County Clerk of York County, Nebraska, and the CITY maintains a fully equipped and manned fire department, and said DISTRICT and CITY have determined that it is to the best interests of the parties hereto, that there be mutual cooperation and effort for the purpose of fighting fires and extinguishing conflagrations in the CITY and DISTRICT.

(2) That it is agreed that the fire equipment purchased by the DISTRICT to be used in extinguishing fires within the District has been made available for joint use by the CITY and the DISTRICT, and shall be owned and remain in the possession of the DISTRICT during the term of this Agreement, said equipment to be housed, operated, maintained and manned by the CITY, such housing and operation shall be under the direct and sole supervision of the Fire Chief of the CITY.

(3) That it is further agreed that the CITY shall answer all fire calls in said DISTRICT with the equipment belonging to said DISTRICT. It is understood that all Firefighters are CITY employees or Volunteer Firefighters and the Fire Chief of the CITY, may, in his discretion, use any and all such firefighters either in the DISTRICT or in the CITY, or under any mutual aid compact. His decision shall be final and conclusive. In answering DISTRICT fire calls, the CITY agrees to make a reasonable human effort, with its men and equipment, and shall not be held accountable or responsible for loss or destruction of property, nor for errors of judgment, mistakes, accidents or negligence of any of its employees; and the Fire Chief of the Fire Department or his designee shall be the sole judge of the manner in answering calls and use of its equipment in the fire fighting activities.

(4) That the DISTRICT hereby grants to the CITY permission to use its equipment to fight fires within the CITY in cases of emergency, when not in use fighting DISTRICT fires, it being specifically agreed that the CITY will use its own equipment whenever possible or practical, but that the DISTRICT fire equipment may be taken to and used at fires within the CITY and the Fire Chief, at his sole discretion, is designated to supervise the use thereof. The CITY may further use DISTRICT equipment to cooperate under any mutual aid agreement. Likewise, the CITY equipment may be used to fight fires within the DISTRICT.

(5) The CITY agrees to keep the DISTRICT'S equipment in readiness at all times for the benefit of the DISTRICT. The CITY shall supervise the servicing and maintenance of the trucks and other equipment belonging to the DISTRICT, and to purchase the necessary gasoline, oil, grease and minor repairs (not to exceed \$350.00 for such repairs per incident) for the same, other than replacement of apparatus, equipment, tires and major repairs, which shall remain the responsibility of the DISTRICT. The DISTRICT agrees to consult with the Fire Chief in determining the needs for the DISTRICT'S equipment and the preparation of specifications for the DISTRICT'S equipment.

(6) The DISTRICT shall pay to the CITY the sum of \$80,000 per year for the next two years to begin with fiscal year 2023-2024 (July 1, 2023 - June 30, 2024) with payments to be made semiannually with the first payment to be made on or before October 1 and the second payment on or before June 1.

(7) This Agreement shall be deemed to begin on July 1, 2023 and shall terminate on June 30, 2025.

(8) This Agreement has been formally approved by the Governing Body of the CITY and authority for its execution duly passed and approved, and this Agreement has been formally approved by the DISTRICT and authority for its execution has been duly passed and approved.

DATED this 15th day of June, 2023.

YORK RURAL FIRE PROTECTION DISTRICT

BY _____

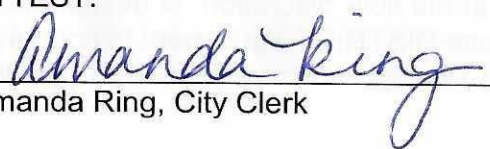
ATTEST:

Amanda Ring, City Clerk

CITY OF YORK, NEBRASKA

By: 
Barry Redfern, Mayor

ATTEST:


Amanda Ring, City Clerk

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 3rd day of October in the year 2023

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

City of York, NE
100 East 4th Street
York, NE 68467

and the Architect:

(Name, legal status, address and other information)

The Schemmer Associates Inc.
1044 N. 115th Street, Suite 300
Omaha, NE 68154
(402) 493-4800

for the following Project:

(Name, location and detailed description)

York, NE Fire Station
Northeast Corner of E. 17th Street and N. Lincoln
York, NE

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The May 30, 2023 RFQ issued by the City of York, NE provides an initial list of spaces for the project. The program will be established by the Architect providing Programming Services.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Project located at intersection of E. 17th Street and N. Lincoln in York, NE. The site is currently being used as a vehicle repair shop. The existing site is mostly paved. The existing building and paving are planned to be removed as part of the project. Existing overhead electrical lines also run through the site, and it is anticipated they will need to be relocated. New visitor and staff parking is anticipated.

The intention is to construct a new ~25,000 square foot fire station on the property. A preliminary program of spaces and project requirements is listed in the May 30, 2023 RFQ issued by the City of York, NE.

Project Delivery is Design/Bid/Build.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

\$9,000,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design = 90 days from contract approval
Construction Documents = March 15, 2024

.2 Construction commencement date:

May of 2024

.3 Substantial Completion date or dates:

Substantial Completion Date = October 13, 2025
Construction Completed and Furnishings that are part of this Agreement in place = November 15, 2025

.4 Other milestone dates:

General Construction Bid Completion = April 14, 2024
Bid Proposal For Council Action = April 21, 2024

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mayor Barry Redfern
City of York, NE
100 East 4th Street
York, NE 68467

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§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Chief Tony Bestwick
City of York Fire Chief
815 N. Grant Ave
York, NE 68467

Dr. Sue Crawford
City Administrator
City of York, NE
100 East 4th Street
York, NE 68467

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

The Schemmer Associates Inc.
1044 N. 115th Street, Suite 300
Omaha, NE 68154

.2 Civil Engineer:

The Schemmer Associates Inc.
1044 N. 115th Street, Suite 300
Omaha, NE 68154

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

Dan Kerns AIA, NCARB
The Schemmer Associates Inc.
1044 N. 115th Street, Suite 300
Omaha, NE 68154

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

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The Schemmer Associates Inc.
1044 N. 115th Street, Suite 300
Omaha, NE 68154

.2 Mechanical Engineer:

The Schemmer Associates Inc.
1044 N. 115th Street, Suite 300
Omaha, NE 68154

.3 Electrical Engineer:

The Schemmer Associates Inc.
1044 N. 115th Street, Suite 300
Omaha, NE 68154

.4 Architecture Consultant:

Brown Reynolds Watford Architects.
175 Century Square Drive Suite 350
College Station, TX 77840

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

(Paragraph deleted)

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations: and (1) one exterior 3d color rendering and (2) two interior 3d color renderings.. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 making recommendations to the Owner related to procuring and distributing Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- .5 Evaluation of the qualifications of entities providing bids or proposals;

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known

deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review

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shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall not review and approve submittals not required by the Contract Documents.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	NP
§ 4.1.1.5 Site evaluation and planning	NP
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	NP
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	NP
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Land survey	Architect
§ 4.1.1.30 Geotechnical engineering	Architect
§ 4.1.1.31 Materials testing	NP
§ 4.1.1.32 Zoning processing assistance	NP
§ 4.1.1.33 Traffic studies	NP
§ 4.1.1.34 Design of public improvements	NP
§ 4.1.1.35 Other services provided by specialty Consultants	NP
§ 4.1.1.36 Other Supplemental Services	NP
§ 4.1.1.37 Site Entitlement Services	Architect
§ 4.1.1.38 BRW Special Services	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Provide a Space Programming and Needs Analysis as follows:

- Review the general programming information provided by the Client, if applicable, and confirm information about the size and function of each department, program space requirements, workspace and common area requirements, adjacencies, and communication relationships. Develop programming study as required.

Provide Space Planning as follows:

- Provide a Code Review and note any problems areas to the Client.
- Based on the Program/Need Analysis, produce a Space Plan / Pricing Plan that details all functional areas as well as intended finishes and materials and any other pertinent information, such as fixtures, furniture and equipment needed as to secure a preliminary construction budget from a general contractor.
- Develop a space planning concepts based on the program.
- After presenting this plan to the Client, prepare up to two revisions of the concept incorporating the Client's input where appropriate.
- Attend project meetings and document the results thereof and action items therefrom.

Civil engineering for site design shall be in accordance with Sections 3.2, 3.3 and 3.4 and shall be limited to, as appropriate, site plans, on-site utility systems, fire protection systems, grading and drainage, and paving.

Landscape design to meet the project and zoning requirements.

Provide Architectural Interior Design Services:

- Provide furniture layout plan.
- Provide (3) three digital material pallets to select from.
- Provide physical samples of the selected material pallet.
- Select and specify interior finishes for the project.
- Coordinate with Owner's furniture supplier regarding materials being provided by the furniture vendor.

Provide Record Drawings from Contractor provided As-Built Drawings.

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Provide telecommunications/data design for the project which includes system equipment design and distribution for the facility. A new 100' communications tower and repeater are planned.

Provide security evaluation and planning design services for the facility security system.

ALTA Survey Services:

- **Field survey** – locate all physical features, improvements, and vegetation on site as well as necessary spot elevations and break lines to generate 1' contours. Limits of the field survey will be to area on marked aerial.
- **Boundary** – Research for the boundary, locate existing property corners, replace any property corners that may be missing, and pin platted lots.
- **One Call** – perform a One-Call utility locate. Locate utilities per locator's markings and observed evidence in the field.
- **Title Commitment** – Review title commitment that is supplied by owner to determine what affects subject property.
- **Cad services** – upload, download, check, and process collected electronic field data, and produce final survey documents and draw plat.
- **Registered Land Surveyor Services** – for project coordination, review, QA/QC, get signatures, sign, and stamp plat for Replat/Lot Combination and alleyway vacation.
- **ALTA/NSPS Table "A" requirements**- 1,2,3,4,5,6b,7a1,8,9,11a,18
- **Survey Coordinate System & Datums** – a survey of the project area will be completed using the following Coordinate System:
 - **Horizontal Datum** - Nebraska LDP – York County LDP
 - **Vertical Datum** – NAVD 88
 - **Geoid Model** – 12b

Geotechnical Services:

- Five soil borings are proposed. We recommend each boring be advanced to a depth of 20 feet. A total of 100 feet of subsoil exploration is proposed.
- Appropriate geotechnical laboratory testing of recovered samples will be completed at the direction of the project geotechnical engineer. Measurements of in-place water content, unit weight, unconfined compressive strength, Atterberg limits, and visual soil classification will be conducted on selected representative soil samples. Standard penetration resistance will be measured from sand deposits. Laboratory tests will be completed in accordance with ASTM procedures within the Schemmer soil testing laboratory by trained technicians using calibrated test equipment.
- An experienced geotechnical engineer with Schemmer will analyze the data and prepare a written report to contain the following preliminary analyses and discussions:
 - Description of site soil conditions and significance of area geology.
 - Tabulation of test data, a boring location plan and soil boring logs.
 - Foundation and site preparation recommendations to provide stable building support.
 - Minimum depth to suitable bearing material for foundations and allowable soil bearing pressures for shallow footing design.
 - Recommendations for exterior pavement support.
 - Recommendations for site preparation in the event that soft or otherwise unsuitable soils are found at foundation, floor surface level, or pavement support levels.
 - Floor slab subgrade preparation recommendations.
 - Analysis of soil to ascertain presence of potentially expansive soils or otherwise deleterious materials and recommendations to mitigate detrimental effects from these materials, should they be found.
 - Recommended types of fill and backfill soil materials and compaction requirements.
 - Active, passive, and at-rest lateral earth pressures for use in design of lateral earth-supporting footings to support wind and other lateral forces.
 - Anticipation of, management of, and recommendations for drainage of surface water and groundwater.
 - Seismic design parameters required by building code; and

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- Potential for settlement due to consolidation with recommendations to control settlement and alleviate excess stress on structure components associated with settlements.

Site Entitlements

- Easement relocation
 - Provide one (1) exhibit and legal description for easement to replace easement within existing alleyway.
- Replat
 - Provide final plat document for use and recording by Client.
 - Set property corner pins as required.

BRW Special Services is defined as services BRW will provide as part of their execution of the architectural scope of the project. These Special Services are BRW comprehensive pre-design questionnaire; BRW design technology to assist in space and construction design; BRW consulting on radio design; BRW health and safety analysis; BRW inclusion in at least 3 site visits; BRW on-site cameras on the construction site and access to video from those cameras.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

(Paragraph deleted)

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

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- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .10 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 twenty (20) visits to the site by the Architect during construction
- .3 one (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 one (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 Unless specifically included in the Architects' service, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 Unless specifically included in the Architect's services, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Intentionally Blank

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment,

donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, construction, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. .

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

(Paragraph deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a

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complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

[] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

15% of remaining fee

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

15% of remaining fee

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Nebraska.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) \$703,245.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

The amount due for supplemental services designated in Section 4.1.1 and for any sustainability services required per Section 4.1.3 to be performed by the Architect shall be included in the stipulated lump sum in Section 11.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

The amount due shall be based on the actual hours expended for the additional services multiplied by the current hourly rate of the person(s) performing the services plus reimbursable expenses.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

ALTA Survey	\$10,080.00
Geotechnical Investigation	\$12,325.00

Site Entitlements	\$5,840.00
Programing/Space Planning/Schematic Design	\$101,250.00
Design Development	\$168,750.00
Construction Documents	\$236,250.00
Bidding Phase Services	\$33,750.00
Construction Phase Services	\$135,000.00
<u>Total Basic Compensation</u>	<u>\$703,245.00</u>

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit A – 2023 Schemmer Schedule of Hourly Rates

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

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§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

12% annual

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 To the fullest extent permitted by law, Owner agrees that the total liability, in the aggregate, of the Architect and the Architect's officers, directors, members, partners, agents, employees, and subconsultants, to the Owner, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to Architect's services, this Agreement or any Addenda, from any cause or causes, shall be the limit of liability coverage for such claims.

§ 12.2 The Owner agrees to allow Architect to solicit and provide services directly to another party or parties associated with the project. This provision is intended to satisfy the conflict of interest requirements of section 5.2.1 of The Nebraska Engineers and Architects Regulation Act regarding compensation to the Architect from more than one party on a project.

§ 12.3 The following assumptions have been made:

- A truck mounted rig will be used to advance the borings for the geotechnical investigation. While every attempt will be made to reduce rutting, we cannot guarantee that rutting may occur.
- Landscaping design shall be minimum to meet requirements of York, NE requirements.
- No off-site improvements are required for this project.
- Project has ready access to public water and gravity sanitary sewer.
- Project is not located with the floodplain.
- Project will not disturb wetlands.
- Project will disturb greater than 1 acre and will require Nebraska construction stormwater NPDES permit.
- Construction Phase Services are based on a construction duration of 12 months.

§ 12.4 The following are exclusions and not included in Scope of Services: ROW acquisition and/or abandonment; NDOT/County permits; Hazardous Material Testing/Abatement; Easement dedication and/or vacation; Utility Relocation; Surcharge Design; Early Design Packages; Rezoning; Wetlands Delineation; Use Permits/Waivers;

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Public Improvements or Off-Site Improvements Design; Pump Station Design, Permit applications beyond NDEE CSW-NOI, Permit Fees; Traffic Impact Studies; Traffic Signal Design; Environmental studies (i.e. wetlands delineation, Phase I & II Site Assessments, etc.); and SWPPP Inspections and Reporting; Construction Materials Testing and Special Inspections

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
(Paragraph deleted)

.2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
(Paragraphs deleted)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

(Paragraphs deleted)
Exhibit A – 2023 Schemmer Schedule of Hourly Rates

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Dan Kerns, AIA, NCARB Principal

(Printed name, title, and license number, if required)



Design with Purpose. Build with Confidence.

Schedule of Hourly Rates

Effective January 1, 2023

Standard Rates	
Principal	\$245.00
Senior Project Manager II	\$210.00
Senior Project Manager I	\$195.00
Project Manager	\$140.00
Senior Registered Architect	\$175.00
Registered Architect	\$140.00
Architect	\$105.00
Senior Design Architect	\$130.00
Senior Registered Engineer II	\$190.00
Senior Registered Engineer I	\$180.00
Registered Engineer II	\$155.00
Registered Engineer I	\$140.00
Senior Engineer E.I.	\$120.00
Engineer E.I.	\$105.00
Design Engineer	\$155.00
Design Technician With Scanner	\$210.00
Design Technician II	\$120.00
Design Technician	\$90.00
CADD Technician	\$75.00
Senior Project Representative	\$145.00
Project Representative	\$110.00
Senior Registered Land Surveyor	\$150.00
Registered Land Surveyor	\$140.00
3 Man Survey Crew	\$255.00
2 Man Survey Crew	\$180.00
1 Man Survey Crew	\$110.00
Survey Party Chief	\$105.00
Survey Instrument Person	\$80.00
Field Technician IV	\$145.00
Field Technician III	\$100.00
Field Technician II	\$80.00
Field Technician I	\$70.00
Project Coordinator	\$75.00
Administrative Support	\$75.00

NOTE: Hourly rates are subject to change annually each January.

ORDINANCE NO. 2360

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA (THE "CITY"), AUTHORIZING THE ISSUANCE OF LIMITED SALES AND PROPERTY TAX SUPPORTED INFRASTRUCTURE BONDS, TO BE ISSUED IN ONE OR MORE SERIES, IN THE AGGREGATED STATED PRINCIPAL AMOUNT OF NOT TO EXCEED FOURTEEN MILLION DOLLARS (\$14,000,000) TO PROVIDE FUNDS TO CONSTRUCT A FIRE STATION AND IMPROVEMENTS AND ADDITIONS TO LEVITT STADIUM AND PARKS OF THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE APPLICATION OF CERTAIN SALES TAX REVENUES AND FOR THE LEVY AND COLLECTION OF PROPERTY TAXES (WITHIN CERTAIN LIMITATIONS) TO PAY THE SAME; AUTHORIZING THE OFFICERS OF THE CITY TO DESIGNATE FINAL TERMS FOR SAID BONDS WITHIN STATED PARAMETERS; AUTHORIZING THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Findings and Determinations. The Mayor and City Council of the City of York, Nebraska (the "City") hereby find and determine the following matters:

(a) that at a general election held on November 4, 2014 (the "General Election"), where there was submitted to the qualified electors of the City a ballot question (the "Additional Sales Tax Question") for the imposing of a sales and use tax increasing the current rate to a rate greater than one and one-half percent in the form of an additional one-half percent (for an aggregate sales tax rate to be in effect of two percent) (the "Additional Sales Tax");

(b) that the Additional Sales Tax Question, according to the report of the County Clerk of York County, and upon proper canvass of the results of the General Election, received votes cast "Yes" in the number of 1,226, and votes cast "No" in the number of 1,186, and that such question received the affirmative vote of a majority of votes cast at the General Election;

(c) that notice of the submission of such proposition was published as required by law;

(d) that, under the terms of the Additional Sales Tax Question, the proceeds from the Additional Sales Tax are to be used to fund local public recreation and public infrastructure projects with the Additional Sales Tax to apply for ten years or until payment of bonds or refunding bonds is complete, whichever occurs later;

(e) that it is necessary for and advisable for the City to construct a fire station and improvements and additions to Levitt Stadium and parks of the City (collectively, the "Projects");

(f) that such Projects are within the scope of the projects and purposes set forth in the Additional Sales Tax Question;

(g) that as required under the terms of Section 77-27,142 R.R.S., as amended (including predecessor sections thereto in effect from time to time, “Section 77-27,142”), the City has entered into and is currently a party to an interlocal agreement under the Interlocal Cooperation Act with the York County School District 0012 (the “Required Interlocal Agreement”) for the public infrastructure projects funded with a portion of the receipts from the Additional Sales Tax;

(h) that the Required Interlocal Agreement (A) provides for the creation of a separate administrative entity relating to the covered public infrastructure projects and such entity was not in existence for one calendar year or more preceding the submission of the Additional Sales Tax Question, and (B) also contains provisions, including benchmarks, relating to the long term development of unified governance of public infrastructure projects with respect to the parties;

(i) the City has issued and outstanding the following bonds which are a lien upon and secured by a pledge of the Additional Sales Tax (collectively, the “Outstanding Bonds”):

(1) Limited Sales and Property Tax Supported Infrastructure Refunding Bonds, Series 2021, dated April 1, 2021, outstanding in the principal amount of \$6,470,000; and

(2) Limited Sales and Property Tax Supported Infrastructure and Refunding Bonds, Series 2021B, dated August 19, 2021, outstanding in the principal amount of \$4,870,000.

The Outstanding Bonds constitute the only presently outstanding indebtedness of the City payable from the Additional Sales Tax.

(j) that all conditions, acts and things required by law to exist and to be done according to law, specifically the provisions of Section 77-27,142, R.R.S. Neb. 2012, as amended, do exist and have been done as required for the issuance of the City’s Limited Sales and Property Tax Supported Infrastructure Bonds, to be issued in one or more series, in the aggregate principal amount of up to \$14,000,000 do exist and have happened.

Section 2. Authorization of Bonds; Designation of Terms; Limitations. For the purposes described in Section 1 hereof, there shall be and there are hereby ordered issued Limited Sales and Property Tax Supported Infrastructure Bonds, in one or more series, of the City of York, Nebraska, to be issued in the aggregate stated principal amount of not to exceed Fourteen Million Dollars (\$14,000,000) (the “Bonds”); provided, that the Bonds shall be issued in such amounts, shall mature on such dates and in such amounts, be subject to redemption, shall bear interest at the rate or rates per annum and shall be issued and sold on such terms as shall be determined in a written

designation for the Bonds (the “Designation”) signed by the Mayor, City Administrator or City Treasurer (each, an “Authorized Officer”) on behalf of the City and which may be agreed to by Piper Sandler & Co. (the “Underwriter”), all within the following limitations:

- (a) the aggregate principal amount of the Bonds shall not exceed \$14,000,000;
- (b) the aggregate amount of original issue premium and original issue discount (if any) may result in an aggregate net original issue discount (if any) not in excess of two percent (2.00%) of the stated principal amount of the Bonds;
- (c) the longest maturity of the Bonds may not be later than twenty years from the date of issuance;
- (d) the true interest cost of the Bonds may not exceed 7.00%;
- (e) two or more of the principal maturities may be combined and issued as “term bonds” and the Authorized Officer may determine the mandatory sinking fund payments and mandatory redemption amounts. Any Bonds issued as “term bonds” shall be redeemed at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date of redemption and may be selected for redemption by any random method of selection determined appropriate by the Registrar (as hereinafter designated) or by the Depository (as hereinafter designated).

The Authorized Officers (or any one of them) are hereby authorized to make such determinations for the Bonds on behalf of the Mayor and Council and to evidence the same by execution and delivery of a Designation (which may be, or be a part of, a bond purchase agreement as described in Section 9 below) and such determinations, when made and agreed to by the Underwriter, shall constitute the action of the Mayor and Council without further action of the Mayor and Council.

The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be the date of delivery thereof. Interest on the Bonds, at the respective rates for each maturity, shall be payable on April 1, 2024, and semi-annually thereafter on April 1 and October 1 of each year (or such other interest payment date or dates as may be set out in the applicable Designation, each an “Interest Payment Date”), and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date to which interest has been paid or provided for, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day immediately preceding the Interest Payment Date (or such other record date as may be set out in the applicable Designation, the “Record Date”), subject to the provisions of Section 4 hereof. The bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of

each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any unpaid accrued interest thereon, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. Paying Agent and Registrar; Books of Registration. Unless otherwise provided in the Designation, Cornerstone Bank of York, Nebraska is hereby designated to serve as initial Paying Agent and Registrar for the Bonds. Said Paying Agent and Registrar shall serve in such capacities under the terms of this Ordinance and an agreement between the City and the Paying Agent and Registrar. Such Paying Agent and Registrar may be replaced with a successor Paying Agent and Registrar as may be determined by the Mayor and Council. The officers of the City are authorized to approve and enter into any agreements with said Paying Agent and Registrar or successor Paying Agent and Registrar, as applicable, in connection therewith (said initial Paying Agent and Registrar, and any successor Paying Agent and Registrar appointed pursuant to this Section 3, is hereby referred to as the "Paying Agent and Registrar"). The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its principal office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of said Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar, on behalf of the City, will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this Ordinance, one Bond may be transferred for several such Bonds of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. Delinquent Payments; Special Record Date. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. Redemption of Bonds. The Bonds shall be subject to redemption at the option of the City, in whole or in part, prior to maturity at any time on or after the fifth (5th) anniversary of the date of delivery thereof (or such other early redemption date as may be set out in the Designation) at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for a new Bond or Bonds evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given at the direction of the City for optional redemption by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given. In the event term maturities and mandatory redemption amounts are determined in the Designation, the provisions of this Section 5 shall apply generally to mandatory redemptions.

Section 6. Non-Business Days. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 7. Form of Bonds. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF YORK

LIMITED SALES AND PROPERTY TAX SUPPORTED INFRASTRUCTURE BONDS
OF THE CITY OF YORK, NEBRASKA
SERIES 20_

No. R_ -__

<u>Interest Rate</u> %	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
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Registered Owner: Cede & Co.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of York, in the County of York, in the State of Nebraska (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or the most recent Interest Payment Date to which interest has been paid or provided for, whichever is later, at the rate per annum specified above, payable _____, _____ and semiannually thereafter on April 1 and October 1 of each year (each an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal hereof, together with unpaid accrued interest due at maturity or upon earlier redemption, is payable upon presentation and surrender of this bond at the office of Cornerstone Bank (or any successor), as the Paying Agent and Registrar, in York, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed on such Interest Payment Date by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), to such owner's address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is one of an issue of fully registered bonds of the total principal amount of _____ Dollars (\$ _____), of even date and like tenor herewith, except as to date of maturity and rate of interest and denomination, which were issued by the City to provide funds to construct a fire station and improvements and additions to Levitt Stadium and parks of the City, in pursuance of Section 77-27,142, R.R.S. Neb., as amended, and other applicable statutes and has been duly authorized by ordinance legally passed, approved and published and by proceedings duly had

by the Mayor and City Council of said City (the "Ordinance"). The Ordinance authorizes the bonds in an aggregate principal amount of up to \$14,000,000.

The bonds of this issue are subject to redemption at the option of the City, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue thereof, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption. Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed in the manner specified in the Ordinance. Individual bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof. If less than all of the principal sum hereof is to be redeemed, in such case upon the surrender hereof, there shall be issued to the registered owner hereof, without charge therefor, a registered bond or registered bonds for the unpaid principal balance, maturity and interest rate in any of the authorized denominations provided for in the Ordinance.

This bond is transferable by the registered owner or such owner's attorney duly authorizing in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond do exist, have happened and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this bond, does not exceed any limitation imposed by law. The City hereby pledges receipts from the additional sales and use tax approved by the electors of the City at the general election held on November 4, 2014 for the payment of the principal and interest on this bond and the other bonds of this issue and all other bonds issued pursuant to Section 77-27,142 R.R.S. Neb. (such bonds, the "Infrastructure Bonds"), equally and ratably, and, in addition, the City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, subject to the applicable limitations provided for in Section 77-3442, R.R.S. Neb., as amended, sufficient in rate and amount to fully pay the principal and interest of this bond and the other bonds of this issue, and all other Infrastructure Bonds, equally and ratably, as the same become due.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY

SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, “DTC”), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and City Council of the City of York, Nebraska, have caused this bond to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

CITY OF YORK, NEBRASKA

ATTEST:

Sample – do not sign

Mayor

Sample – do not sign
City Clerk

[SEAL]

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by ordinance passed and approved by the Mayor and City Council of the City of York, Nebraska as described in said bond.

CORNERSTONE BANK, York, Nebraska,
as Paying Agent and Registrar

Sample – do not sign

(FORM OF ASSIGNMENT)

For value received _____ hereby sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____, attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

Date: _____

Registered Owner

Witness: _____

Note: The signature(s) of this assignment must correspond with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever.

Section 8. Execution of Bonds; Book-Entry System. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and City Clerk and shall have impressed or imprinted thereon the City's seal. The Bonds shall be issued initially as "book-entry-only" bonds using the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of representations (the "Letter of Representations") in the form required by the Depository (including any blanket letter previously executed and delivered), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds.

The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever

name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section (and the Paying Agent and Registrar's Agreement, if any).

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and City Clerk of said City. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid

and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond.

Section 9. Authentication, Delivery and Sale of Bonds; Bond Purchase Agreement. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, such bonds shall be delivered to the City Treasurer, who is authorized to deliver them to Underwriter, as initial purchaser thereof, upon receipt of the purchase price to be determined in the Designation plus accrued interest thereon to date of payment of the Bonds. The Underwriter shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Bonds shall be sold to the Underwriter pursuant to the terms of a bond purchase agreement in form and substance acceptable to an Authorized Officer (subject to the terms set out in Section 2 above), and either of such officers is hereby individually authorized to approve, execute and deliver such agreement for and on behalf of the City.

Section 10. Application of Proceeds. Accrued interest, if any, received from the sale of the Bonds shall be applied to pay interest first falling due on the bonds. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds. The remaining proceeds of the Bonds, together with other available City funds as required for such purpose, shall be applied to provide funds to pay costs of the Projects.

Section 11. Pledge of Additional Sales Tax; Property Tax. The City hereby pledges receipts from the Additional Sales Tax (as approved by the electors of the City at the general election held on November 4, 2014) equally and ratably for the payment of the principal and interest on the Bonds and the Outstanding Bonds as the same fall due and, in addition, further covenants and agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, subject to the applicable limitations provided for in Section 77-3442, R.R.S. Neb., as amended, sufficient in rate and amount to fully pay the principal and interest of this bond and the other bonds of this issue and the Outstanding Bonds as the same become due, as and to the extent not paid from receipts the Additional Sales Tax as provided in this Ordinance.

Section 12. Debt Service Fund; Sub-Accounts. There has been established in the books and accounts of the City the "Infrastructure Bonds Debt Service Fund" (the "Debt Service Fund"). The Debt Service Fund, and such sub-account, shall be held separate and apart from all other funds and accounts of the City by the City Treasurer. Monies set aside and held in the sub-account within the Debt Service Fund shall be held exclusively for the payment of the Bonds for which they are established. The City hereby agrees that so long as the Bonds remain outstanding, the City shall set aside monies each month from the Additional Sales Tax for the Debt Service Fund in accordance with the following:

A. *Debt Service Fund.* From receipts from the Additional Sales Tax, there shall be deposited to the sub-account for the Bonds in the Debt Service Fund on or before the fifteenth (15th) day of each month the following amounts for the periods indicated:

(1) Commencing with the fifteenth (15th) day of the calendar month following the month in which the date of delivery of the Bonds takes place (the “Initial Deposit Date”), and continuing on the corresponding day of each month thereafter, an amount which, when combined with additional equal monthly amounts to be deposited to the applicable sub-account pursuant to this subparagraph prior to the next falling Interest Payment Date, will be sufficient to provide funds to pay the installment of interest due with respect to the Bonds; and

(2) Commencing with the Initial Deposit Date and continuing on the corresponding day of each month thereafter, an amount which, when combined with additional equal monthly amounts to be deposited to the applicable sub-account pursuant to this subparagraph prior to the next principal maturity date for such Bonds (or mandatory sinking fund redemption date, if applicable), will be sufficient to provide funds to pay such maturing principal amount (or make such mandatory sinking fund redemption payment, if applicable) for such Bonds on such date.

All deposits to the Debt Service Fund and the sub-accounts therein shall be made in such amounts and at such times so that there will be sufficient sums in such fund to meet the payments required to be made by the Paying Agent and Registrar with respect to the Bonds on each interest and principal payment date.

Monies on deposit in the Debt Service Fund may to the extent practicable and reasonable be invested in lawful investments for the City maturing at such times and in such amounts as shall be required to provide monies to make the payments to be made from said Fund. All monies and income from investments made from monies deposited to the Debt Service Fund shall, when realized and collected, be credited to the fund (and sub-account, as applicable) from which such investments were made, unless there shall then be credited thereto the respective full amounts then required by Subsection A of this Section 12, in which event such interest and income shall be treated as other Excess Sales Tax Receipts. All investments held for the credit of any such fund may be sold when required to make the payments to be made from such fund. Any monies credited to any such fund which are not invested shall be deposited and secured in the manner provided by law for deposits of public funds.

Section 13. Tax Covenants; Bank Qualified Bonds. The City hereby covenants with the purchasers and holders of the Bonds herein authorized that it will make no use of the proceeds of said Bonds, including monies held in any sinking fund for the payment of principal and interest on said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended, and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Internal Revenue Code of 1986, as amended, to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Bonds. The City hereby designates the Bonds as its “qualified tax-exempt obligations” under Section 265 (b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended, and covenants and warrants that it does not reasonably anticipate issuance of tax-exempt bonds or other tax-exempt interest bearing obligations

aggregating in principal amount more than \$10,000,000 during the calendar year that the Bonds are issued. The City agrees to take all further actions, if any, necessary to qualify the Bonds herein authorized as such “qualified tax-exempt obligations,” as and to the extent permitted by law.

Section 14. Discharge of Bonds. The City’s obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made in accordance with the terms thereof or (b) shall have been provided for by depositing with a national or state bank having trust powers or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as “U.S. Government Obligations”) in such amount and bearing interest and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will insure the availability of sufficient money to make such payment; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice thereof or made irrevocable provisions for the giving of such notice. Any money so deposited with such bank or trust company may be invested or reinvested in U.S. Government Obligations at the direction of the City, and all interest and income from U.S. Government Obligations in the hands of such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 15. General Authority; Approval of Preliminary Official Statement. The Authorized Officers are further authorized to take such action and execute such documents and instruments as may be necessary or appropriate to carry out the foregoing. Without limitation of the generality of the foregoing, the Authorized Officers each are hereby authorized to do all things and execute all documents as may by them (or any one of them) be deemed necessary and proper to complete the issuance and sale of the Bonds contemplated by this Ordinance and the application of the proceeds of the Bonds in accordance with the terms of this Ordinance, including, without limitation, to review and approve a bond purchase agreement and a preliminary official statement related to the Bonds and approval of a final official statement on behalf of the City, and said final official statement, as applicable, shall be delivered in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 16. Continuing Disclosure. In accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, the City, being the only “obligated person” with respect to the Bonds, is hereby authorized and directed to enter into a continuing disclosure undertaking for the Bonds in form and substance acceptable to the officer or officers executing the same on behalf of the City, as and to the extent that the Rule is applicable to the Bonds.

Section 17. Post-Issuance Compliance. In order to promote compliance with certain federal tax and securities laws relating to the Bonds herein authorized (as well as other outstanding bonds) the policy and procedures attached hereto as Exhibit "A" (the "Post-Issuance Compliance

Policy and Procedures") are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 18. Effectiveness. This Ordinance shall take effect upon its publication in pamphlet form as provided by law.

PASSED AND APPROVED this _____ day of _____, 2023.

ATTEST:

Mayor

City Clerk

[SEAL]

Motion for adjournment was duly made, seconded and on roll call vote was declared adopted by the Mayor.