

AGENDA  
CITY COUNCIL, YORK, NEBRASKA  
Thursday, November 16, 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 November 9, 2023
3. Pledge of Allegiance
4. Roll Call
5. Minutes of the November 2, 2023 meeting
6. Claims of Elected Officials
  - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$206.58
7. Claims for the period of November 3 through November 16, 2023
8. Department Activities Reports for the month of October 2023
9. Approve the preliminary cash balances for the month of September 2023
10. City Administrator Report
11. Consider approval of a proposal from Raynor Garage Doors for three overhead doors for the Street Department in the amount of \$21,756.00
12. Consider approval of the design build contract with Mammoth Sports Construction LLC for the design phase in the amount of \$45,000.00 for the Levitt Stadium Improvements
13. Consider approval of Resolution 2023-32 to update the Trustee for the City of York, Nebraska 457(b) Deferred Compensation Plan to Union Bank & Trust Company effective January 1, 2024
14. Consider approval of an Expedited Review TIF Project Application filed by Brandon Skelton, located at 1619 N. Lincoln Ave, for restoration of the building

15. Consider approval of an Expedited Review TIF Project Application filed by Brandon Skelton, located at 1627 N. Lincoln Ave, for restoration of the building
16. Consider approval of an Expedited Review TIF Project Application filed by Brandon Skelton, located at 1631 N. Lincoln Ave, for restoration of the building
17. Appoint Svehla Law Offices, P.C. in city ordinance prosecutions where the City Attorney has a conflict of interest
18. Mayor Appointments:
  - 18.1. Appointment of Jeff Beins to fulfill the vacancy of Gayle Minert on the Board of Adjustment, term expiring September 1, 2025
19. Adjournment

# Classifieds



[www.YorkNewsTimes.com](http://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](http://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](http://YorkNewsTimes.com/classifieds)

## Employment

[yntjobseekers.com](http://yntjobseekers.com)

Fillman Law Offices, LLC

NOTICE OF INFORMAL PROBATE AND NOTICE TO CREDITORS

County Court of York County, Nebraska  
Estate of Birdie O. Farr, Deceased  
Estate No. PR 23-86

Notice is hereby given that on October 24, 2023, in the County Court of York County, Nebraska, the Registrar issued a written statement of Informal Probate of the Will of said Decedent and that Tonya Martin whose address is 1022 Groveland Street, Lincoln, Nebraska 68521 and Gretchen Farr whose address is #15 York Mobile Plaza, York, Nebraska 68467 were informally appointed by the Registrar as Co-Personal Representatives of the Estate.

Creditors of this Estate must file their claims with this Court on or before January 2, 2024 or be forever barred.

/s/Allison C. O'Neill  
Clerk of County Court  
510 Lincoln Avenue  
York, NE 68467

STEVEN B. FILLMAN,  
20066  
Attorney at Law  
507 N. Lincoln Avenue  
York, NE 68467  
November 2, 9, 16 ZNEZ

## NOTICE OF ORGANIZATION

Notice is hereby given that CA Grant Property Co., LLC has been organized under the laws of the State of Nebraska. The address of the designated office is 208 W. South 50th Street, York, NE 68467. The initial agent for service of process and the agent's address is Aislee Grant, 208 W. South 50th Street, York, NE 68467.

Cline Williams  
Wright Johnson & Oldfather, L.L.P.  
233 South 13th Street,  
Suite 1900  
Lincoln, Nebraska 68508  
October 26, November 9,  
2 ZNEZ

## NOTICE OF FORCLOSURE OF TAX LIENS IN THE DISTRICT COURT OF GREELEY COUNTY, NEBRASKA

CASE NO. C123-3  
COUNTY OF GREELEY, NEBRASKA,  
Plaintiff,  
vs.  
DARLENE & ROBERT MILLER, et al.

Defendants.  
TO: Darlene and Robert Miller, Husband and Wife as Joint Tenants, American Pioneer Title Insurance Company, Beneficial Nebraska, Inc. d/b/a Beneficial Mortgage Co., JOHN DOE NO. 1;

"Tenants in possession of the real estate described herein, real names unknown; ALL OTHER PERSONS/ENTITIES unknown having or claiming any right, title, or interest in and to the following real estate, real name unknown, to wit:  
Lot Nine (9) & the West Half (W 1/2) of Lot Ten (10), in Block Forty-two (42), First Addition to the Town of Spalding, Greeley County, Nebraska, real names unknown.

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that on the 15th day of February, 2023, the County of Greeley filed a Petition in the District Court of Greeley County, Nebraska, against you and each of you, which cause appears on Docket C123-3 of the records of the Clerk of the District Court of Greeley County, Nebraska, the object and prayer of which is to foreclose certain tax liens by resolution duly presented and passed for foreclosure of tax liens on the following:

Lot Nine (9) & the West Half (W 1/2) of Lot Ten (10), in Block Forty-two (42), First Addition to the Town of Spalding, Greeley County, Nebraska.  
That the several parcels of real estate described herein and in the Petition were subject to taxation for State and Governmental and Municipal subdivisions and special assessments for the several years as enumerated in the Petition and the Exhibits thereto attached and by reference made apart thereof, that unless the same is paid by you or any of you, that a Decree will be entered in said Court foreclosing and forever barring you and each of you of any and all claims upon interest of estate in, right, or title to, or lien upon or equity of redemption in or to said herein described real estate and that the same or so much as may be necessary to satisfy the Plaintiff's lien together with costs shall be sold in accordance with the law and for such other further relief as equity requires and as to the Court may seem just and equitable.

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that you are required to answer said Petition on or before the 4th day of December, 2023.

COUNTY OF GREELEY, STATE OF NEBRASKA, Plaintiff,  
/s/ Cindy Bassett  
Cindy Bassett #21044  
Greeley County Attorney  
101 S Kildare  
Greeley, Nebraska  
68842-0328  
(308) 428-5020  
November 2, 9, 16, 2023  
ZNEZ

## NOTICE OF MEETING

Notice is hereby given that a meeting of the City Council of the City of York, Nebraska, will be held at 5:30 o'clock p.m. on Thursday, November 16, 2023 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public. An agenda of such meeting, kept continuously current, is available for public inspection at the office of the City Clerk.

Amanda Ring, City Clerk  
November 9 ZNEZ

## NOTICE IN THE COUNTY COURT OF YORK COUNTY, NEBRASKA

Estate of Cindi M. Perdue, Deceased  
Estate No. PR 23-89

Notice is hereby given that on October 31, 2023 in the County Court of York County, Nebraska, the Registrar issued a written statement of Informal Probate of the Will of said Decedent and that Viriden D. Perdue of 1603 Road "F", Bradshaw, NE 68319 was informally appointed by the Registrar as Personal Representative of the Estate.

Creditors of this Estate must file their claims with this Court on or before December 29, 2023 or be forever barred.

/s/Allison C. O'Neill  
Clerk of the County Court  
Charles W. Campbell, #16808  
ANGLE, MURPHY & CAMPBELL, P.C., L.L.O.  
617 N. Grant Avenue  
P.O. 584  
York, Nebraska 68467  
(402)362-7725  
November 2-9-16 ZNEZ

## UPPER BIG BLUE NATURAL RESOURCES DISTRICT

EXPENDITURE STATEMENT  
September 2023  
Detailed information concerning this expenditure statement can be obtained from the office during normal business hours.

VENDOR - AMOUNT  
INTERNAL REVENUE SERVICE \$28,352.86  
NEBRASKA DEPT. OF REVENUE \$4,346.06  
NATIONWIDE FINANCIAL \$13,104.12  
NARD \$40,232.09  
MID AMERICAN BENEFIT \$2,585.66  
NET WAGES, PER DIEM, SALARY REIMBURSEMENTS \$96,202.31  
AMCO CPAS & ADVISORS \$8,850.00  
BETHUNE PAUL \$138.10  
BLACK HILLS ENERGY \$52.28  
BLANKENAU WILMOTH JAR- ECKE LLP \$197.10  
BOHARTY, ANTHONY \$39.30  
BOHARTY JEFFREY A \$196.50  
BOHARTY, RICHARD \$382.52  
BRISK, NANCY D \$111.35  
BRUNS, KENNETHS R \$142.53  
BUTLER PUBLIC POWER DISTRICT \$36.49  
CAPITAL BUSINESS SYSTEMS INC \$86.60  
CITY OF YORK \$4,838.63  
CONCORDIA UNIVERSITY \$100.00  
CULLIGAN OF YORK \$113.00  
DALES RENTALS LLC \$165.95  
DICKINSON, DOUGLAS \$187.46  
FARM & HOME PUBLISHERS \$552.50  
FNIC INSURANCE \$2,908.00  
GROTZ, RODNEY \$39.30  
HALL, DORIS A \$750.00  
HAMPTON INN KEARNEY \$1,299.50  
HEIDEN, AARON \$1,000.00  
HEIDEN TARA \$1,000.00  
HELM CONNECTED LLC \$2,102.84  
HERBS WINDOW SERVICE \$160.00  
JEO CONSULTING GROUP \$10,557.45  
KOPCHO SANITATION \$287.00  
KUEHNER II, WILLIAM E \$172.92  
LEE ENTERPRISES \$397.62  
LEE, ESTHER M \$900.00  
MIERAU & CO \$180.00  
MILLER, JOHN E \$350.43  
MOGUL'S TRANSMISSION INC \$362.10  
NACD \$1,776.00  
NARD FOUNDATION \$125.00  
NE PUBLIC HEALTH ENV LAB \$15.00  
NORTH PRINTING & OFFICE SUPPLY \$65.22  
NPPD \$1,585.52  
NUSS, MICHAEL \$424.44  
O'BRIEN, ALEX \$1,000.00  
O'BRIEN, PATRICK \$256.45  
OLSON INC \$4,546.45  
OTTE, TERESA \$482.08  
PENNERS TIRE & AU-

TO \$920.13  
PERENNIAL PUBLIC POWER DISTRICT \$52.83  
PERRY, MATTHEW \$9.63  
PETERSON, KEVIN \$150.65  
PIEPERS INC \$1,432.44  
PITNEY BOWES GLOBAL FIN SERVICES \$1,225.67  
PLAIN TREE FARM INC \$780.00  
SCHLEGELMILCH PLUMBING \$389.90  
SERVI-TECH INC \$149.50  
SEWARD CO INDEPENDENT \$295.00  
SEIBERT, KENDALL \$262.00  
SOUTHERN PUBLIC POWER DISTRICT \$799.00  
SPADER, KENT L \$56,631.00  
STAHLY, WILLIAM \$419.20  
STOLL, RAY R \$750.00  
T&M INC \$1,000.00  
US GEOLOGICAL SURVEY \$14,023.00  
US POSTAL SERVICE \$295.00  
UNANIMOUS \$30.00  
UNITE PRIVATE NETWORKS LLC \$1,299.15  
UNL \$3,228.09  
VVS CANTEEN \$45.46  
WEISS, PAUL D \$52.40  
WELLS FARGO BANK \$6,098.08  
WERGIN, JACK \$254.90  
WEX BANK \$2,771.07  
WINDSTREAM NEBRASKA INC \$223.93  
YATES, LYNN W \$377.28  
YORK A C HARDWARE \$185.08  
YORK CO AG SOCIETY \$200.00  
YORK EQUIPMENT \$393.86  
November 9, 2023 ZNEZ

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

Kelly Turner  
County Clerk  
York County, Nebraska  
November 9 ZNEZ

## NOTICE OF SPECIAL BOARD MEETING FOR PERENNIAL PUBLIC POWER DISTRICT

Notice is hereby given of a Special Board Meeting for Perennial Public Power District to be held at the principal office at 2122 South Lincoln Avenue in York, Nebraska at 9:00 a.m. on the 10th of November 2023. An agenda kept continually current shall be available for public inspection at the principal's office during normal business hours. November 9 ZNEZ

## NOTICE OF ORGANIZATION

Notice is hereby given that Grant Built Properties, LLC has been organized under the laws of the State of Nebraska. The address of the designated office is 208 W. South 50th Street, York, NE 68467. The initial agent for service of process and the agent's address is Aislee Grant, 208 W. South 50th Street, York, NE 68467.

Cline Williams  
Wright Johnson & Oldfather, L.L.P.  
233 South 13th Street,  
Suite 1900  
Lincoln, Nebraska 68508  
October, 26, November 2,  
9 ZNEZ

## SVEHLA LAW OFFICES, P.C., L.L.O.

NOTICE OF INCORPORATION OF HEART OF THE HOLIDAYS FESTIVAL  
The corporate name of the Corporation is HEART OF THE HOLIDAYS FESTIVAL. HEART OF THE HOLIDAYS FESTIVAL is a public benefit corporation organized pursuant to the Nebraska Nonprofit Corporation Act. The street address of the Corporation's initial registered office is 104 S. Lincoln Ave., York, Nebraska 68467. The name of its initial registered agent at that office is Breanne T. Egr. The name and address of each incorporator are: Breanne T. Egr, 104 S. Lincoln Ave., York, Nebraska 68467; Wally Byrne, 1420 Kennedy Dr., York, Nebraska 68467; Sue Ann Romohr, 2307 Highway 69, Gresham, NE 68367; Nancy Davidson, 908 N. Grant Ave., York, NE 68467; and Jason Hirschfield, 1200 Nobes Rd. SW, York, NE 68467. The Corporation shall not have members.

Kent E. Rauer, Attorney for Incorporators  
Svehla Law Offices, P.C., L.L.O.  
408 N. Platte Ave., Suite A  
York, NE 68467  
(402) 362-5506  
October 26, November 2,  
9 ZNEZ

## NOTICE TO BIDDERS

The County of York, York, Nebraska, will receive sealed bids at the Office of the County Clerk, mailing address: York County Clerk, 510 Lincoln Ave. York, Nebraska 68467. Bids will be received until 4:30 P.M. on the 13th day of November, 2023. The York County Board of Commissioners will publicly open, read, and compare these bids in the Commissioners Room at the York County Courthouse at their regularly scheduled meeting on November 14, 2023 at 9:15 A.M., for Fence Project according to the specifications. The specifications may be obtained at the office of the York County Highway Superintendent, 722 E. 25th Street, York, Nebraska 68467. All bids must be placed in a sealed envelope and clearly marked "Fence Project". The York County Board of Commissioners reserves the right to reject any or all bids, to waive any informalities or technicalities in bidding, and to accept or reject any exceptions to the Specifications.

/s/Kelly Turner  
York County Clerk  
November 2, 9 ZNEZ

## NOTICE OF PUBLIC MEETING

The Upper Big Blue Natural Resources District will hold the Board of Directors meeting on Thursday, November 16, 2023, at 1:30 p.m. in the NRD Administrative Office Building, 319 East 25th Street, York, Nebraska. The agenda, which is kept continually current, shall be readily available for public inspection at the same address, during normal business hours. November 9 ZNEZ

## 0242 Painting

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

## 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, November 14, 2023 as the Board of Equalization at 9:30 a.m.

The York County Board of Commissioners will meet on Tuesday, November 14, 2023 as 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.yorkcounty.ne.gov](http://www.yorkcounty.ne.gov))

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County Clerk  
York County, Nebraska  
November 9 ZNEZ

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## VILLAGE OF BENEDICT

Seeks employee responsible for Street Maintenance, Park, Snow Removal, Mowing, Equipment, Buildings, Other Duties Assigned. Successful applicant required to have a valid drivers license, high school diploma or equivalent, pass drug test. Pay based on experience. Applications available at Clerks Office. Send resume to: Clerk, PO Box 116, Benedict NE 68316-0116 or email [vob@windstream.net](mailto:vob@windstream.net). Applications accepted until position filled. EOE

## 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](http://yorkadoptapet.com)

## BE RESPONSIBLE!! SPAY OR NEUTER YOUR PETS!!



## 0400 FARMERS MARKET

CHICKEN RANCH FARM FRESH EGGS \$2.00/DOZEN.  
624 E. 4th STREET CONTACT 402-710-8364

## 0945 Classic & Antique Autos



1929 MERCEDES BENZ GAZELLE KIT CAR  
Volkswagen frame and engine Runs and drives but needs some TLC \$6000 obo located in boelus, Ne but can deliver for a fee Call or text 308-750-6516 ask for Dez

For Sale: 1976 MG Midget \$8,000 (785) 314-0191

## Equal Housing Opportunity

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

## JUST REDUCED

'09 BRP Queretaro Sea-Doo Jet Skis, 2, comes with Trailer, will not separate, in great shape.  
\$12,995  
Call Tim at 308-624-0055 or Kerwyn 308-390-8925  
Stewart AUTO SALES

## 0980 Sport Utility Vehicles

'14 Chevrolet Silverado 1500 LTZ Z71, 4X4, 4dr Crew Cab, 6.5 ft SB, 97,350 miles  
\$26,995  
Call Tim at 308-624-0055 or Kerwyn 308-390-8925  
Stewart AUTO SALES

## 0991 Minivans, Buses, Vans

'15 Chevrolet Traverse LT, AWD SUV w/2LT, dual Sun roof, 3rd row seating, 97K miles.  
\$9,995  
Call Tim at 308-624-0055 or Kerwyn 308-390-8925  
Stewart AUTO SALES

## 1991 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  
Stewart AUTO SALES

## 2015 Dodge Grand Caravan SXT Handicap Equipped Lowered Floor Power Ramp Power Sliding Doors Removable Front Seats Remote Start 15,456 One Owner Miles \$39,900 or Trade

Mobility Motoring McCook 308-340-2774

## 06 Toyota Camry Solara SE V6, Red, 2dr, convertible, automatic 5-speed, back up camera, power windows and locks 23k



1996 Chevy C1500 LB 4x4 4.3L V6 Needs a motor otherwise in good condition! New U joints -New Fuel Pump- new brakes - Transmission in good shape - Rust free! Basically a one owner - bought it from my Father! Clean title! Serious inquiries only! Cash only! \$1500 Call 308-850-8218

\$15,995  
Call Tim at 308-624-0055 or Kerwyn 308-390-8925  
Stewart AUTO SALES

## JUST IN



'14 Chevrolet Silverado 1500 LTZ Z71, 4X4, 4dr Crew Cab, 6.5 ft SB, 97,350 miles  
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## 2015 Dodge Grand Caravan SXT Handicap Equipped Lowered Floor Power Ramp Power Sliding Doors Removable Front Seats Remote Start 15,456 One Owner Miles \$39,900 or Trade

Mobility Motoring McCook 308-340-2774

## Picture It SOLD

'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  
\$36,995  
Call Tim at 308-624-0055 or Kerwyn 308-390-8925  
Stewart AUTO SALES

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'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  
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Stewart AUTO SALES

**REGULAR MEETING**  
**CITY COUNCIL – YORK, NEBRAKSA**  
**November 2, 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: Jeff Pieper: Present, Scott Van Esch: Present, Vicki Northrop: Present, Tony North: Present, Jennifer Sheppard: Present, Stephen Postier: Present, Jerry Wilkinson: Present, Matt Wagner: Present. The following City Officials were present: City Administrator Dr. Sue Crawford, City Attorney Charley Campbell, Police Chief Ed Tjaden, Public Works Director James Paul, Asset Manager Dan Aude, Parks & Rec Director Cheree Folts, Treasurer Pellie Thomas, Human Resource Director Denise Pfeifer, Library Director Deb Robertson and Clerk Amanda Ring.

Notice of this meeting was given in advance thereof by publication in the York News Times on October 26, 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 October 19, 2023 meeting. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch. Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea.

**Claims of Elected Officials**

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$1,972.78. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Abstain (With Conflict), Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea

Motion to approve the claim of Jeff Pieper for Pieper's Inc. in the amount of \$639.58. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Jeff Pieper: Abstain (With Conflict), Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea.

Motion to approve the claim for Stephen Postier of the York County Development Corporation in the amount of \$8,583.34. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Abstain (With Conflict), Jerry Wilkinson: Yea, Matt Wagner: Yea.

**Claims**

Motion to approve the claims for October 20, 2023 through November 2, 2023. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea.

**City Administrator Report**

Dr. Crawford stated that as of today the City has zero vacancies and a thriving and engaged culture. A lot of progress has been made over the last couple of years. To maintain this culture, it starts with leaders of the City. She then turned the rest of her time over the Public Works Director for a street update. There are a lot of projects going on right now and as of July 12, 2024 there will be 3.07 miles of newly constructed streets. The City is being aggressive in getting everything completed by that timeline. To find updates on road construction citizens can check the website, Facebook page or set up their notifications from the website app.

Nebraska Library Week Proclamation

**Nebraska Library Week  
2023 Proclamation**

**WHEREAS**, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life;  
**WHEREAS**, libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;  
**WHEREAS**, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;  
**WHEREAS**, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;  
**WHEREAS**, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs;  
**WHEREAS**, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;  
**WHEREAS**, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;  
**WHEREAS**, libraries, librarians, and library workers are joining library supporters and advocates across the state to celebrate Nebraska Library Week;  
**NOW, THEREFORE**, be it resolved that I, *Barry Redfern, Mayor of York, Nebraska*, proclaim Nebraska Library Week, November 12-18, 2023 with the theme of **Connecting Communities**. During this week, I encourage all residents to visit their public, school, or institutional library to explore the wealth of resources available and explore how libraries connect communities to each other and to the world.

The Mayor read the proclamation aloud and thanked the library representatives for all of their hard work. Motion to approve the Proclamation declaring November 12 -18, 2023 as Nebraska Library Week, with the theme of Connecting Communities. Ayes with a motion by Matt Wagner and a second by Stephen Postier. Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea.

2023 Ford Explorer Police Vehicle Purchase

Chief Tjaden spoke regarding this vehicle purchase. Motion to approve the purchase of a 2023 Ford Explorer Police Vehicle from Anderson Ford of Lincoln in the amount of \$46,680.00. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea.

Director of Public Works to request relocation of gas mains

James Paul informed the Council he is requesting that Black Hills have this relocation completed by April 1, 2024 so the City can continue with road improvements. Motion to authorize the Director of Public Works to request relocation of gas mains and pipelines as provided by Section 34-100 of York City Code. Ayes with a motion by Tony North and a second by Scott Van Esch. Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea.

Annual Report of the Park and Recreation Department

*York Parks and Recreation*  
**FACT SHEET 2022-2023**

**Auditorium**

690 Rentals

**Ballpark Complex**

League Play: 36 teams | 201 batting cages | 954 practices | 298 games  
16 Tournaments: 522 teams | 183 fields | 30 days | 1,131 games  
112 Camper / RV rentals  
Sold 58,962 concession items

## Community Center

1,384 rentals | 31,993 member check-ins | 6,004 memberships  
23 Adult Programs | 10,968 Adult Participants  
76 Youth Programs | 11,193 Youth Participants  
Fun City indoor play structure added

## Family Aquatic Center

Attendance: 16,392 people  
9,118 member check-ins | 463 memberships sold | 7,274 non-members  
Sold 15,657 concession items

## Parks

Field Usage: 125 practices / games | Picnic Shelters Reservations: 108  
Splash Pad at Harrison Park  
Peyton Parker Lane Playground at Mincks Park

## Anna Bemis Palmer Archives & Classroom

Staff was hired and grand opening scheduled. First exhibit: America at War

## Fun Facts

- The Community Center DOUBLED its members check-in: 14,969 (2021-2022) to 31,993 in 2022-2023!
- Adult and Youth program participation increased by 6,168 participants when comparing to 2021-2022!
- Ballpark Complex had 5 more tournaments than 2021-2022
- Ballpark Complex sold 11,973 more items this year compared to 2021-2022

Cheree Folts gave an annual update for the Parks & Rec Department. The community center doubled its member check-ins from 14,969 to 31,993. The ballpark complex had five more tournaments than last year. The Anna Bemis Palmer Archives and Classroom had its grand opening and first exhibit.

### Ballpark Complex Sun Shades

Motion to approve a quote with Superior Recreational Products for the Ballpark Complex sun shades in the amount of \$267,050.58. Ayes with a motion by Jeff Pieper and a second by Jennifer Sheppard. Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea.

### Two 2023 Kubota Utility Vehicles for Park & Rec

Motion to approve a bid from Nebraska Equipment Inc. for two 2023 Kubota Utility Vehicles, with a trade-in of two 2016 Kubota Utility Vehicles, in the amount of \$32,000.00. Ayes with a motion by Scott Van Esch and a second by Tony North. Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea.

### Resolution 2023-31 – Surplus Property

#### RESOLUTION 2023-31

#### A RESOLUTION DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING DISPOSITION OF SURPLUS PROPERTY

**WHEREAS**, there are certain items of City property and equipment surplus to City needs;  
**NOW, THEREFORE,**  
**THE CITY COUNCIL OF THE CITY OF YORK, NEBRASKA**, hereby resolves as follows:

**SECTION 1:** The items of City property and equipment listed in Exhibit A, attached hereto, are declared surplus property, and the City staff at the direction of the Mayor, is authorized to sell such property at a price that is in the best interest of the City.

**SECTION 2:** The City staff is hereby authorized to dispose of said surplus property through one of the following methods:

- a) By transfer to a governmental agency.
- b) In trade as credit toward the purchase of a like article.
- c) By sale through competitive sealed bid, public or private sale, consignment or internet auction.

For any surplus property that is not sold, the City may sell the surplus property for salvage or dispose of the surplus property that cannot be sold.

**EXHIBIT A**

| UNIT # | YEAR | DESCRIPTION  | DEPARTMENT | VALUATION | SERIAL #  |
|--------|------|--|------------|-----------|---|
|        |      | 84" grading attachment; (2) Laser Receivers BLR2; Trimble Laser; Trimble Laser Light; Tripod | Ballpark   | 12,000.00 | 648002868;<br>AD0V02994;<br>AD0V02946;<br>212011;<br>16321229 |

Motion to approve Resolution 2023-31 declaring certain City property surplus and authorizing the disposition of surplus property. Ayes with a motion by Jerry Wilkinson and a second by Jeff Pieper. Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea.

Resolution 2023-28 - Mayor to sign Year-End Certification

**Do not recreate or revise this document.** Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2023.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2023.**

**RESOLUTION**  
**SIGNING OF THE**  
**YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT**  
**2023**

Resolution No. 2023-28

**Whereas:** State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

**Whereas:** The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

**Whereas:** The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

**Be it resolved** that the Mayor  Village Board Chairperson  of City of York is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this 2nd day of November, 2023 at York, Nebraska.

City Council/Village Board Members

|                       |                          |
|-----------------------|--------------------------|
| <u>Jeff Pieper</u>    | <u>Jennifer Sheppard</u> |
| <u>Scott Van Esch</u> | <u>Stephen Postier</u>   |
| <u>Vicki Northrop</u> | <u>Jerry Wilkinson</u>   |
| <u>Tony North</u>     | <u>Matt Wagner</u>       |

City Council/Village Board Member Postier  
Moved the adoption of said resolution  
Member Wilkinson Seconded the Motion  
Roll Call 8 Yes 0 No 0 Abstained 0 Absent  
Resolution adopted, signed, and billed as adopted.

Attest: Amanda King  
(Signature of Clerk)

Motion to approve Resolution 2023-28 to authorize the Mayor to sign the Year-End Certification of City Street Superintendent completed forms. Ayes with a motion by Stephen Postier and a second by Jerry Wilkinson. Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea.

Resolution 2023-30 – Expedited TIF Reviews

RESOLUTION 2023-30

WHEREAS, according to the Community Development Law, Neb. Rev. Stat. § 18-2101 et seq., the City Council may elect by resolution to allow expedited reviews of redevelopment plans that meet the requirements of Section 18-2155 (2) of the Community Development Law ("Eligible Redevelopment Plans").

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF YORK, NEBRASKA, as follows:

1. The City of York may approve up to five (5) expedited reviews per year of Eligible Redevelopment Plans pursuant to Neb. Rev. Stat. § 18-2155(3). Reviews will be handled in the order in which complete applications are submitted. Applications will be accepted beginning November 10, 2023.

2. The City shall charge an application fee for Eligible Redevelopment Plans in the amount of \$50 per application.

3. The City Administrator or his or her designee shall conduct expedited reviews of the Eligible Redevelopment Plan applications and submit the Eligible Redevelopment Plans to the City Council for review and approval according to the Community Development Law.

4. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the requirements of Section 18-2155. Approved plans must have a designated holder of indebtedness other than the City of York.

Dr. Crawford explained that this was part of the multifaceted housing strategy. For a property to be eligible for this type of review, it has to be 60 years old and be within the City limits for 60 years. Motion to approve Resolution 2023-30, permitting the City Council to allow expedited reviews of redevelopment plans that meet the requirements of Section 18-2155 (2) of the Community Development Law. Ayes with a motion by Matt Wagner and a second by Jeff Pieper. Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 6:18 o'clock p.m.

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Amanda Ring, City Clerk

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Barry Redfern, Mayor

SORTED BY VENDOR

| VENDOR   | NAME                      | NO#<br>INVOICES | TOTAL<br>AMOUNT | 1099 | G/L<br>ACCT NO# | G/L<br>NAME | G/L<br>AMOUNT |
|----------|---------------------------|-----------------|-----------------|------|-----------------|-------------|---------------|
| 01-00010 | GALE                      | 3               | 118.48          | N    |                 |             |               |
| 01-00110 | MATHESON TRI-GAS          | 3               | 392.62          | N    |                 |             |               |
| 01-00120 | JACKSON SERVICES INC      | 9               | 576.92          | N    |                 |             |               |
| 01-00150 | MISSIONSQUARE RETIREMENT  | 2               | 801.04          | N    |                 |             |               |
| 01-00200 | NEBRASKA MACHINERY CO     | 12              | 15,555.39       | N    |                 |             |               |
| 01-00210 | EAKES OFFICE PLUS         | 1               | 64.10           | N    |                 |             |               |
| 01-00290 | NORTH PRINTING & OFFICE S | 12              | 206.58          | N    |                 |             |               |
| 01-00300 | BLACK HILLS ENERGY        | 1               | 38.75           | N    |                 |             |               |
| 01-00340 | BOUND TREE MEDICAL LLC    | 2               | 280.39          | N    |                 |             |               |
| 01-00360 | CITY OF YORK              | 3               | 6,065.71        | N    |                 |             |               |
| 01-00540 | GLOBAL TECH, INC.         | 7               | 5,536.90        | N    |                 |             |               |
| 01-00630 | MUNICIPAL SUPPLY OF NE    | 1               | 632.91          | N    |                 |             |               |
| 01-00640 | NEBRASKA PUBLIC POWER DIS | 1               | 29,067.89       | N    |                 |             |               |
| 01-00710 | OVERLAND SAND & GRAVEL    | 2               | 499.14          | N    |                 |             |               |
| 01-00780 | PRESTO X COMPANY          | 9               | 495.20          | N    |                 |             |               |
| 01-00800 | BURST, LLC                | 29              | 1,624.02        | N    |                 |             |               |
| 01-00911 | CORNERSTONE INS GROUP     | 2               | 324.00          | N    |                 |             |               |
| 01-01050 | MICROFILM IMAGING SYSTEMS | 1               | 120.00          | N    |                 |             |               |
| 01-01090 | BAKER & TAYLOR, INC       | 4               | 1,615.63        | N    |                 |             |               |
| 01-01280 | PLATTE VALLEY COMMUNICATI | 2               | 17,575.57       | N    |                 |             |               |
| 01-01290 | GRAND CENTRAL FOODS, INC. | 7               | 433.12          | N    |                 |             |               |
| 01-01330 | JLC, INCORPORATED         | 1               | 9.30            | N    |                 |             |               |
| 01-01340 | KOPCHOS SANITATION, INC   | 9               | 1,627.50        | N    |                 |             |               |
| 01-01420 | NE CHILD SUPPORT PAYMENT  | 1               | 259.04          | N    |                 |             |               |
| 01-01470 | SERVI-TECH LABORATORIES   | 5               | 98.00           | N    |                 |             |               |
| 01-01490 | NE DEPT OF REVENUE        | 2               | 9,485.00        | N    |                 |             |               |
| 01-01510 | HACH CO.                  | 1               | 797.25          | N    |                 |             |               |

*handbill*

*- all departments*

*- Police vehicle set up*

SORTED BY VENDOR

| VENDOR   | NAME                      | NO# | TOTAL AMOUNT | 1099 | G/L ACCT NO# | G/L NAME | G/L AMOUNT |
|----------|---------------------------|-----|--------------|------|--------------|----------|------------|
| 01-01640 | INTERNAL REVENUE SERVICE  | 4   | 51,616.80    | N    |              |          |            |
| 01-01650 | UNION BANK                | 7   | 33,276.22    | N    |              |          |            |
| 01-01750 | NEBRASKA PUBLIC HEALTH EN | 1   | 105.00       | N    |              |          |            |
| 01-01840 | CORNERSTONE BANK          | 1   | 95.00        | N    |              |          |            |
| 01-01980 | SAHLING KENWORTH INC      | 1   | 2,531.99     | N    |              |          |            |
| 01-02010 | YORK EQUIPMENT, INC.      | 3   | 502.02       | N    |              |          |            |
| 01-02060 | NE DEPT OF ENVIRONMENT &  | 10  | 811.25       | N    |              |          |            |
| 01-0217  | RUSSELL COFFEY            | 1   | 209.87       | N    |              |          |            |
| 01-02200 | JACK'S UNIFORMS & EQUIP   | 2   | 193.62       | N    |              |          |            |
| 01-02230 | MCCORMICK HEATING & AC    | 1   | 297.96       | N    |              |          |            |
| 01-02250 | MILLER SEED & SUPPLY CO   | 2   | 32.24        | N    |              |          |            |
| 01-02560 | CITYSERVICEALCON LLC      | 2   | 65,449.12    | N    |              |          |            |
| 01-02650 | O'REILLY AUTO PARTS       | 6   | 162.55       | N    |              |          |            |
| 01-03930 | YORK CHAMBER OF COMMERCE  | 2   | 475.00       | N    |              |          |            |
| 01-04050 | GALLS INCORPORATED        | 5   | 421.94       | N    |              |          |            |
| 01-04240 | NE DEPT OF REVENUE        | 1   | 15.60        | N    |              |          |            |
| 01-04500 | SEWARD COUNTY INDEPENDENT | 1   | 135.00       | N    |              |          |            |
| 01-04670 | THE POLICE OFFICERS' ASSO | 1   | 340.00       | N    |              |          |            |
| 01-05150 | LEE ENT SUBSCRIPTIONS     | 1   | 756.00       | N    |              |          |            |
| 01-05310 | SAPP BROTHERS PETROLEUM,  | 2   | 605.98       | N    |              |          |            |
| 01-05600 | YORK GENERAL HOSPITAL     | 2   | 565.25       | N    |              |          |            |
| 01-05870 | WEX BANK                  | 1   | 11,062.45    | N    |              |          |            |
| 01-06410 | CASH-WA DISTRIBUTING      | 1   | 223.68       | N    |              |          |            |
| 01-09900 | ANDERSON FORD             | 1   | 46,680.00    | N    |              |          |            |
| 01-1     | MISCELLANEOUS VENDOR      | 2   | 75.00        | N    |              |          |            |
| 01-10840 | TOTAL ADMINISTRATIVE SERV | 2   | 3,721.24     | N    |              |          |            |
| 01-10880 | RASMUSSEN MECHANICAL SERV | 1   | 3,726.50     | N    |              |          |            |

*- Association fuel*

*- Police vehicle*

*- Bank Center*

SORTED BY VENDOR

| VENDOR   | NAME                      | NO# | INVOICES | TOTAL AMOUNT | 1099 | G/L ACCT NO# | G/L NAME | G/L AMOUNT |
|----------|---------------------------|-----|----------|--------------|------|--------------|----------|------------|
| 01-11160 | ADAM BATTERTON            | 1   | 1        | 20.00        | Y    |              |          |            |
| 01-11450 | HEIDI GREGG               | 1   | 1        | 35.21        | N    |              |          |            |
| 01-12540 | TRACTOR SUPPLY COMPANY    | 1   | 1        | 5,523.99     | N    |              |          |            |
| 01-14670 | OCLC INC                  | 2   | 2        | 2,842.17     | N    |              |          |            |
| 01-14820 | CHRIS MULINIX             | 1   | 1        | 100.00       | Y    |              |          |            |
| 01-14850 | CHEREE FOLTS              | 1   | 1        | 90.00        | N    |              |          |            |
| 01-14880 | ALFRED BENESCH & CO       | 2   | 2        | 23,745.00    | N    |              |          |            |
| 01-15280 | ERICK BREKKE              | 1   | 1        | 13.87        | N    |              |          |            |
| 01-15560 | TRUCK CENTER              | 1   | 1        | 864.93       | N    |              |          |            |
| 01-15670 | HOA SOLUTIONS INC         | 1   | 1        | 225.91       | N    |              |          |            |
| 01-15880 | CHARLIE'S U-SAVE RX       | 1   | 1        | 237.30       | N    |              |          |            |
| 01-15900 | ARAMARK UNIFORM SERVICE   | 1   | 1        | 171.53       | N    |              |          |            |
| 01-15940 | MED-TECH RESOURCE INC     | 1   | 1        | 276.69       | N    |              |          |            |
| 01-16290 | MICHAELA STUHR            | 1   | 1        | 370.40       | N    |              |          |            |
| 01-16710 | ONE CALL CONCEPTS INC     | 1   | 1        | 219.64       | N    |              |          |            |
| 01-16930 | BRUCE WAGNER              | 1   | 1        | 130.00       | Y    |              |          |            |
| 01-17390 | BEN QUICK                 | 2   | 2        | 210.00       | Y    |              |          |            |
| 01-17540 | COMMUNITY TITLE CO        | 1   | 1        | 1,046,170.53 | N    |              |          |            |
| 01-17590 | TLS CONSTRUCTION LLC      | 1   | 1        | 20,726.68    | N    |              |          |            |
| 01-17960 | WILLIAM LUNDY             | 2   | 2        | 180.00       | Y    |              |          |            |
| 01-18120 | TERRI CARLSON             | 1   | 1        | 750.00       | N    |              |          |            |
| 01-18280 | HIGHLAND PRODUCTS GROUP L | 1   | 1        | 2,286.00     | N    |              |          |            |
| 01-19370 | NE TECHNOLOGY & TELECOMMU | 2   | 2        | 140.24       | N    |              |          |            |
| 01-19440 | ENVIRONMENTAL SYST RESEAR | 1   | 1        | 1,760.00     | N    |              |          |            |
| 01-19940 | OVERDRIVE INC             | 1   | 1        | 79.99        | N    |              |          |            |
| 01-21730 | HERB'S WINDOW SERVICE     | 1   | 1        | 1,440.00     | Y    |              |          |            |
| 01-22050 | HEAVY METAL SUPPLY CO     | 3   | 3        | 587.62       | N    |              |          |            |

*WOTB - Bull behind mowers*

*street + bridge fees*

*Purchase ground off Hwy 34  
 - street fees*

*- bank supplies*

*- annual software subscrip. Street/  
 water/WOTB*

*- conv. winter*

SORTED BY VENDOR

| VENDOR   | NAME                      | NO# | TOTAL AMOUNT | 1099 | G/L ACCT NO# | G/L NAME | G/L AMOUNT |
|----------|---------------------------|-----|--------------|------|--------------|----------|------------|
| 01-22670 | NATIONWIDE INS            | 2   | 200.00       | N    |              |          |            |
| 01-22700 | SPECTRUM BUSINESS         | 1   | 11.21        | N    |              |          |            |
| 01-23460 | INTERNATIONAL SOCIETY OF  | 1   | 135.00       | N    |              |          |            |
| 01-23820 | MACQUEEN EMERGENCY GROUP  | 1   | 460.00       | N    |              |          |            |
| 01-24010 | MICHELLE CARLSON          | 2   | 170.00       | N    |              |          |            |
| 01-24090 | AXIA PAYMENTS             | 1   | 413.31       | N    |              |          |            |
| 01-24310 | MAVRENA SHAFER            | 1   | 30.00        | N    |              |          |            |
| 01-24440 | QUALITY SOUND & COMMUNICA | 1   | 35.00        | Y    |              |          |            |
| 01-25100 | NEBRASKA RURAL RADIO ASSO | 1   | 492.31       | Y    |              |          |            |
| 01-25530 | SAM'S CLUB MC/SYNCE       | 1   | 11,528.94    | N    |              |          |            |
| 01-26010 | SOARIN GROUP              | 1   | 753.00       | N    |              |          |            |
| 01-26330 | QUICK MED CLAIMS          | 1   | 6,441.70     | N    |              |          |            |
| 01-27210 | MIDWEST AUTO PARTS INC.   | 4   | 223.44       | N    |              |          |            |
| 01-27330 | RENEWED HORIZON           | 1   | 75.00        | N    |              |          |            |
| 01-27400 | WY-AD ENTERPRISES LLC     | 1   | 10,150.00    | Y    |              |          |            |
| 01-27420 | DAN SLOCUM                | 1   | 84.35        | N    |              |          |            |
| 01-27440 | LIVE WELL COUNSELING CENT | 1   | 625.00       | N    |              |          |            |
| 01-27470 | ROWE LAWN SERVICE         | 1   | 600.00       | N    |              |          |            |
| 01-27490 | SUE CRAWFORD              | 1   | 112.66       | N    |              |          |            |
| 01-27510 | KIESLER POLICE SUPPLY     | 2   | 315.60       | N    |              |          |            |
| 01-27570 | LINCOLN CREEK ELECTRIC    | 3   | 1,454.50     | Y    |              |          |            |
| 01-27690 | CRYSTAL COX               | 1   | 20.00        | Y    |              |          |            |
| 01-27900 | FILAMENT ESSENTIAL SERVIC | 1   | 1,171.00     | N    |              |          |            |
| 01-27930 | KLEIN'S BLUE RIVER POWER  | 1   | 70.00        | N    |              |          |            |
| 01-27990 | HANS JOHNSON              | 1   | 60.00        | Y    |              |          |            |
| 01-28000 | FRANK BILLINGTON          | 1   | 130.00       | Y    |              |          |            |
| 01-28020 | NEC COMMUNICATIONS AMERIC | 1   | 2,169.66     | N    |              |          |            |

*attached*

*- install server main*

*- Frank  
 at 11/14/23*

SORTED BY VENDOR

| VENDOR   | NAME                      | NO# | TOTAL AMOUNT | 1099 | G/L ACCT NO# | G/L NAME | G/L AMOUNT |
|----------|---------------------------|-----|--------------|------|--------------|----------|------------|
| 01-28030 | JACOB STUTZMAN            | 1   | 103.20       | Y    |              |          |            |
| 01-28080 | FIRST NATIONAL COMPANY    | 1   | 1,000.00     | N    |              |          |            |
| 01-28230 | STANDARD INS CO           | 1   | 6,397.39     | N    |              |          |            |
| 01-28380 | FREEDOM REPAIR & MOTORSPO | 2   | 2,254.48     | Y    |              |          |            |
| 01-28390 | BEN RODENBURG             | 1   | 166.49       | N    |              |          |            |
| 01-28510 | LEE ENT ADVERTISING       | 3   | 1,236.70     | N    |              |          |            |
| 01-28540 | AMAZON BUSINESS           | 7   | 288.02       | N    |              |          |            |
| 01-28740 | AARON ALVAREZ             | 2   | 120.00       | Y    |              |          |            |
| 01-28750 | ERIC DAVIS                | 1   | 20.00        | Y    |              |          |            |
| 01-29270 | ALLO                      | 1   | 109.50       | N    |              |          |            |
| 01-29330 | COLONIAL RESEARCH         | 1   | 818.98       | N    |              |          |            |
| 01-29500 | AT & T MOBILITY           | 1   | 185.48       | N    |              |          |            |
| 01-29610 | BENEFIT PLANS ADMINISTRAT | 1   | 800.00       | N    |              |          |            |
| 01-29630 | COREY PARSONS             | 1   | 20.00        | Y    |              |          |            |
| 01-29670 | BRITTANY STEINER          | 1   | 126.06       | Y    |              |          |            |
| 01-29690 | PAYMENTECH, LLC           | 1   | 3,547.54     | N    |              |          |            |
| 01-29840 | MITCH MEYER               | 1   | 1.95         | N    |              |          |            |
| 01-29900 | FIRST WIRELESS INC        | 1   | 1,350.82     | N    |              |          |            |
| 01-29950 | AMERICAN EXPRESS TRAVEL R | 1   | 5.00         | N    |              |          |            |
| 01-30180 | BAUER INFRASTRUCTURE LLC  | 1   | 392,243.24   | Y    |              |          |            |
| 01-30310 | NORTHWESTERN UNIVERSITY   | 2   | 2,200.00     | N    |              |          |            |
| 01-30350 | ROAD 3 AUTO BODY & SALES  | 3   | 18,303.65    | Y    |              |          |            |
| 01-30730 | GAVIN VICE                | 1   | 650.00       | Y    |              |          |            |
| 01-30740 | YORK HIGH SCHOOL          | 1   | 194.29       | N    |              |          |            |
| 01-30770 | MIDWEST PETROLEUM         | 1   | 1,875.00     | Y    |              |          |            |
| 01-30950 | ERIK PETERSON             | 1   | 60.00        | N    |              |          |            |
| 01-31000 | TURF TANK                 | 1   | 11,000.00    | N    |              |          |            |

*Police training repairs  
 - Have + rust/maint repairs  
 - Shop maint - Police*

*Paint tank*

| VENDOR                | NAME              | NO# | INVOICES | TOTAL AMOUNT | 1099 | ACCT NO# | G/L NAME | G/L AMOUNT   |
|-----------------------|-------------------|-----|----------|--------------|------|----------|----------|--------------|
| 01-31030              | NANCY DAVIDSON    | 1   | 1        | 70.00        | N    |          |          |              |
| 01-31040              | JUSTIN DAVIS      | 1   | 1        | 100.00       | N    |          |          |              |
| 01-31050              | GLOBAL INDUSTRIAL | 1   | 1        | 3,345.00     | N    |          |          |              |
| *** REPORT TOTALS *** |                   |     |          | 308          |      |          |          | 1,914,109.90 |

*Bank - Fountain*

*Payroll \$ 179,543.70*

*\$ 2,093,653.40*



# DEPARTMENT REPORTS

# OCTOBER

2023

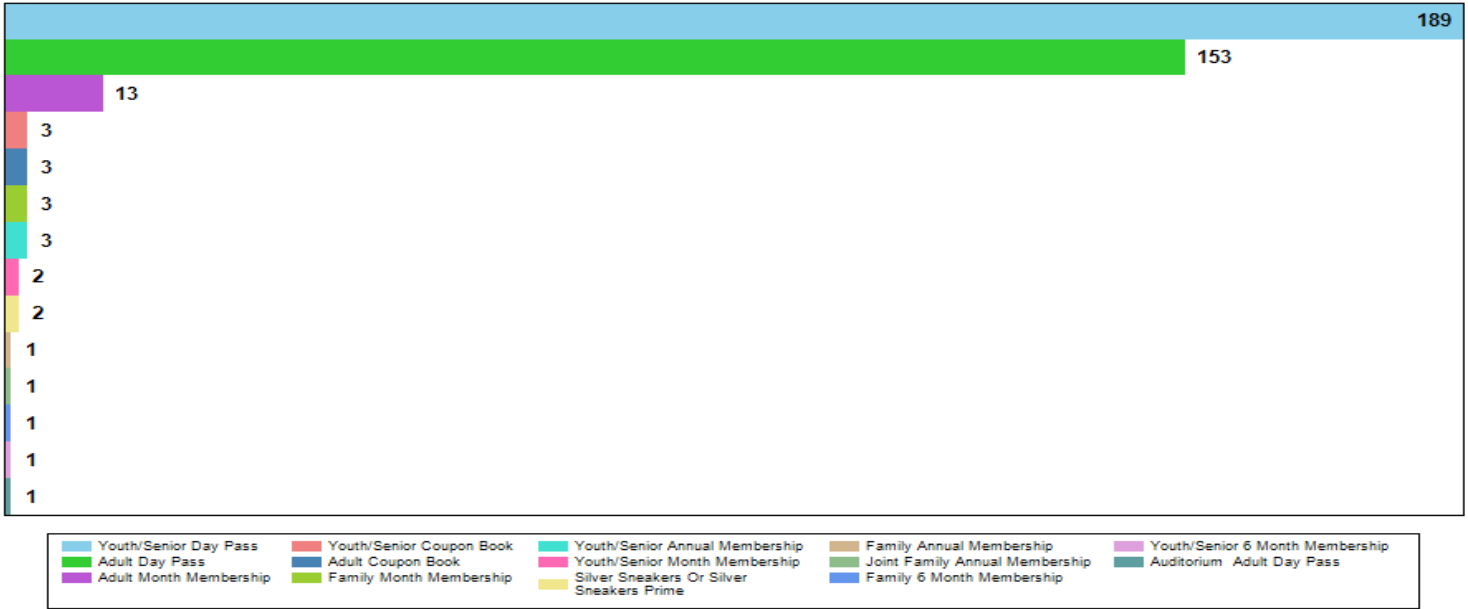
COMMUNITY CENTER  
FIRE  
KILGORE MEMORIAL LIBRARY  
POLICE  
PUBLIC WORKS

Community Center

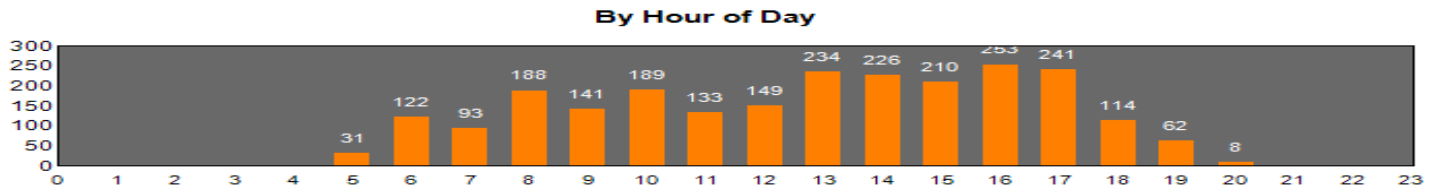
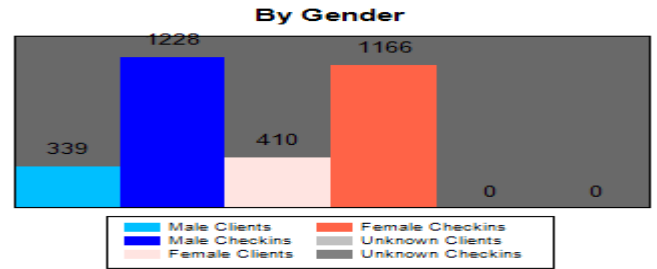
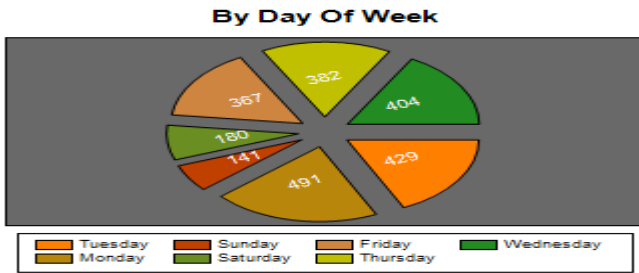
Total Income (Unofficial): \$11,117.00

|        | CASH       | CHECK      | CREDIT     | TOTAL       | Center Admissions | Aud Admissions | Center Programs | Center Rentals | Aud Rentals | Miscellaneous | Notes                           |
|--------|------------|------------|------------|-------------|-------------------|----------------|-----------------|----------------|-------------|---------------|---------------------------------|
| TOTALS | \$2,064.00 | \$3,743.00 | \$5,310.00 | \$11,117.00 | \$5,040.00        | \$0.00         | \$3,165.00      | \$1,100.00     | \$1,650.00  | \$162.00      | 10-3105-9999 Parks & Rec Attire |

Total Memberships/Day Passes/Coupon Books Sold: 376



Total Membership Attendance: 2,394



York University Attendance: 347

Adult/Community/Youth Programs/Leagues:

Adult Programs/Leagues: Adult Lap Swim, Senior Water Aerobics, Adult Water Aerobics, Noon Ball, Coed 6's Indoor Volleyball League, & \*NEW\* Cornhole League

Community Programs/Leagues: Story Walk, Pickleball Open Rec, & Pumpkin Decorating

Youth Programs/Leagues: Tot-Time, Lego Land, Munchkin Mornings, & \*NEW\* Youth Basketball League

## Ballpark Complex

**Total Income (Unofficial): \$26,555.65**

|        | CASH        | CHECK      | CREDIT     | TOTAL       | Complex Concessions | Miller Concessions | Rental Fees | Player Fees | Sponsorships | RV Fees  | Split % w/ | Notes |
|--------|-------------|------------|------------|-------------|---------------------|--------------------|-------------|-------------|--------------|----------|------------|-------|
| TOTALS | \$15,100.66 | \$7,925.00 | \$3,529.99 | \$26,555.65 | \$18,310.65         | \$0.00             | \$7,925.00  | \$0.00      | \$0.00       | \$320.00 | \$0.00     |       |

## Soccer Complex

**Total Income (Unofficial): \$0.00 (\*NEW\*)**

| Rentals/Reservations  |        |   |   |
|-----------------------|--------|---|---|
| Location              | Amount | Type  | Notes   |
| Community Center      | 93     | YPR Programs/Leagues: Adult Lap Swim, Senior Water Aerobics, Adult Water Aerobics, Tot Time, Lego Land, Noon Ball, & Munchkin Mornings<br>Party Packages: Birthday Parties, YHS Cross Country Aqua Jogging, Pool Closed for Maintenance, YPS Sixpence Car Seat Class (Parents)/Fun City (Kids), & Music Class |   |
| Family Aquatic Center | 0      | NONE  | End of Season Closure on Sunday, 8/27/2023                                |
| Ballpark Complex      | 85     | TOTAL   |   |
| Batting Cages         | 6      | Fusion Softball Practices   |   |
| Fields                | 79     | YU Softball Practices, Fusion Softball Practice & Tryouts, YHS Softball Practices for Districts TBD, Softball Tournaments, & YU Baseball Practices  |   |
| Soccer Complex        | 0      | NONE  | Acquired Ownership on Friday, October 20,2023<br>Currently Being Upgraded |
| Auditorium            | 90     | YPR Programs/Leagues: Youth Basketball League Practices & Games, Pickleball Open Rec, Noon Ball, Pumpkin Decorating, & Cornhole League<br>Wedding Set Up, Reception, & Take Down x2, Music Class, Fall Craft/Vendor Fair, CRC Volleyball Tournament, & Birthday Party   |   |
| Parks/Fields          | 11     | TOTAL   |   |
| East Hill Park        | 0      | NONE  |   |
| Foster Park           | 1      | Coldwell Banker Park Clean Up   |   |
| Harrison Park         | 0      | NONE  |   |
| Miller Park           | 0      | NONE  |   |
| Mincks Park           | 0      | NONE  |   |
| Beaver Creek Field    | 3      | York Dukes Youth Football Practice & Games  |   |
| Levitt Stadium Field  | 7      | YHS Football Reserve Games, Varsity Game, & Varsity 1 <sup>st</sup> Round State Playoff Game & YMS Football 8 <sup>th</sup> Grade Game  |   |
| Miller Park Fields    | 0      | NONE  |   |

### Supply Works

|                       |            |
|-----------------------|------------|
| Airport               | \$0.00     |
| Auditorium            | \$793.30   |
| Ballpark Complex      | \$1,321.65 |
| City Offices          | \$0.00     |
| City Shop             | \$0.00     |
| Community Center      | \$393.77   |
| Family Aquatic Center | \$0.00     |
| Fire Department       | \$395.76   |
| Landfill              | \$0.00     |
| Library               | \$62.64    |
| Parks                 | \$0.00     |
| Police Department     | \$0.00     |
| Soccer Complex        | \$228.85   |
| Wastewater            | \$141.58   |
| TOTAL                 | \$3,337.55 |



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

## York Fire Department

### October 2023 Monthly Report

The York Fire Department had a very busy month of October. Between calls, training, and fire prevention presentations or tours, we hit the ground running. We had 155 calls for service in October. 115 were EMS 911 calls. We had 30 transfers to hospitals for higher care. For the month of October, we had 10 double calls and 4 triple calls when all 3 squads were out. To remedy this situation, I will propose that we keep the 2017 Ford ambulance for a 4<sup>th</sup> squad once the new fire station is built and it is up for rotation. We also had 10 fire calls for the month. We had a large structure fire on 10/8 that amounted to a \$120,000 loss. We did mutual aid with Bradshaw and the Waco VFD. The fire was unintentional and as it turns out the house and attached garage were total losses. There were no injuries to firefighters or occupants. The majority of the other fire calls were auto alarms with no damages. Our volunteer firefighters were activated 69 times during the month. Our 911 stipend for our volunteers was approximately \$1200.

Training for the month included a lot of vehicle extrication. We did vehicle stabilization on the 10<sup>th</sup>. A beginning extrication class on the 17<sup>th</sup>, and an advanced extrication on the 24<sup>th</sup>. We did some other fire training for the shifts during the month to include: hose deployment, scenarios, and our task book list for probationary firefighters. Nebraska Nitrogen came to our meeting night on October 3<sup>rd</sup> and presented a hazmat class about their facility. Then on the 30<sup>th</sup> The fire chief, volunteer fire chief, and a shift captain went to their location for a disaster drill. Firefighters Traudt, Stiener, and Stutzman continued their medic class in Grand Island. The fire chief attended a Standard Response Protocol class at the Hastings Museum. This class dealt with all hazards approach for emergencies at our schools and this also works for businesses. We had 234 hours of training for the month.

We had lots of tours at the fire station for the month and we also went out to our schools. The Nebraska State Fire Marshal assisted us with a fire prevention program for our YES 3<sup>rd</sup> graders and the entire Emmanuel Faith Lutheran School. We had our Chaplin do a reading program at the library. We participated in an FFA farm safety day at YMS. All in all, our fire safety program was given to 475 children and adults. We did a fire extinguisher training for the York County Jail employees and Cyclonaire. For a total of 67 taught.

We met with our medical director on October 2<sup>nd</sup>, and we went through our medical protocols and updated our list of medications our medics can use. We try to do this once a year. Our career staff visited the Green Plains ethanol plant. They wanted us to tour their confined space areas and to put on a demonstration of their new confined space tool. The fire chief attended a cyber security talk at the Holthus CC. I then contacted our IT person to make sure we have our computer security measures in place and are updated. I attended the Nebraska State Volunteer Fire Conference in South Sioux City, Nebraska the weekend of the 20<sup>th</sup>. The big talk was the lack of EMTs in the rural Nebraska setting and the effects of this. Here locally we have felt this. We have some fire districts whose memberships are down, especially during the day and we respond to this district as mutual aid. There will come a time when we, the York Fire Department, will need to somehow be reimbursed for this. The Nebraska State Legislature has created a bill to study the problem and we are trying to be proactive in our approach.

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

1. The Kent Bedient Gallery is filled with the Fulbright display, *Ukraine: War and Resistance*.
2. The Friends of the Library are conducting a new fundraiser this fall. Themed baskets with books and other items are for sale at the library. All funds raised will be used to support Summer Reading Club and other activities throughout the year. Early sales have been strong, there are still a good variety to choose from.
3. The Community Leadership Book Club continues to meet the last Friday of each month. The next meeting of this group will be on Friday, November 17, at noon. We will be discussing the last half of *Atomic Habits* by James Clear. New members are always welcome to join our discussion!
4. Lego Club has returned on Saturday morning from 10:00 until 11:00 each week.
5. Thank you to the City Council for approving the Nebraska Library Week proclamation for November 12 through 18. Governor Pillen made a similar proclamation for the state on November 6. Our library will be participating in a postcard campaign to collect personal testimonies from patrons of all ages who love the services they use at their local library.
6. The Friends of the library are hosting a workshop titled *Citizens Speak Against Censorship*, led by retired Lincoln City Librarian, Vicki Wood on Thursday, November 30, at 6:30 pm, at Kilgore Library. Join us if you can for this very informative talk.
7. Carol Baker attended the annual Read Aloud Nebraska conference held at the Seward Memorial Library on Friday, November 3. Authors shared about their experience as writers and others shared information for getting books into the hands of children across the state.
8. Tyler Nelsen has completed our WiFi node upgrade. We have expanded the number of devices to provide better coverage of the space library staff and patrons are using mobile devices. This upgrade will provide access to technology available in newer devices while also supporting the legacy devices that many of our patrons still use.

Respectfully submitted by,



Debora Robertson  
Director, Kilgore Memorial Library

**LIBRARY DATA AT A GLANCE**

| <b>Data Type</b>              | <b>Oct 2023</b> | <b>Nov 2023</b> | <b>Dec 2023</b> | <b>Jan 2024</b> | <b>Feb 2024</b> | <b>March 2024</b> | <b>April 2024</b> | <b>May 2024</b> | <b>June 2024</b> | <b>July 2024</b> | <b>Aug 2024</b> | <b>Sept 2024</b> | <b>Year to Date</b> |
|-------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------------|-------------------|-----------------|------------------|------------------|-----------------|------------------|---------------------|
| Added to Physical Collections | 311             |                 |                 |                 |                 |                   |                   |                 |                  |                  |                 |                  | <b>311</b>          |
| Added to E-Book Collections   | 612             |                 |                 |                 |                 |                   |                   |                 |                  |                  |                 |                  | <b>612</b>          |
| Physical item circulation     | 5,525           |                 |                 |                 |                 |                   |                   |                 |                  |                  |                 |                  | <b>5,525</b>        |
| E-books Circulations          | 2,058           |                 |                 |                 |                 |                   |                   |                 |                  |                  |                 |                  | <b>2,058</b>        |
| New Patrons                   | 140             |                 |                 |                 |                 |                   |                   |                 |                  |                  |                 |                  | <b>140</b>          |
| Public Computer logins        | 780             |                 |                 |                 |                 |                   |                   |                 |                  |                  |                 |                  | <b>780</b>          |
| Door Count                    | 3,040           |                 |                 |                 |                 |                   |                   |                 |                  |                  |                 |                  | <b>3,040</b>        |
| Website visits                | 1,773           |                 |                 |                 |                 |                   |                   |                 |                  |                  |                 |                  | <b>1,773</b>        |
| Meeting Room Use              | 453             |                 |                 |                 |                 |                   |                   |                 |                  |                  |                 |                  | <b>453</b>          |

| <b>Data Type</b>          | <b>Total 2022</b> | <b>Total 2021</b> | <b>Total 2020</b> |
|---------------------------|-------------------|-------------------|-------------------|
| Physical Collections      | 62,255            | 64,107            | 63,321            |
| E-Book Collections        | 59,624            | 52,789            | 57,200            |
| Physical item circulation | 63,625            | 58,648            | 45,885            |
| E-book Circulations       | 17,362            | 17,647            | 16,935            |
| Registered Borrowers      | 4,077             | 5,104             | 5,348             |
| Public Computer logins    | 6,849             | 6,445             | 6,391             |
| Door Count                | 36,648            | 48,055            | 36,276            |
| Website visits            | 47,270            | 49,025            | 51,633            |
| Meeting Room Use          | 5,239             | 3,000             | 3,576             |

Data for annual report to Nebraska Library Commission submitted 1-23-2023.

**POLICE DEPARTMENT MONTH END REPORT**

**October 2023**

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

|   |    |
|---|----|
| Accidents calls in total . . . . .                        | 26 |
| Cases . . . . .   | 14 |
| CFS only . . . . .  | 12 |
| Property damage accidents . . . . .                       | 14 |
| Hit & run accidents . . . . .                             | 9  |
| Personal injury accidents (persons injured -4 ) . . . . . | 3  |
| Fatality accidents . . . . .                              | 0  |
| Number of vehicles involved in accidents . . . . .        | 49 |

Total Mileage patrolled . . . . . 11,371  
 (800- 602; 801- 1119 ; 802 – 589 ; 803 – 1977; 804 – 2597  
 805 -- 2971; 806 – 1516; 808-----; 809-----;

Total Calls for Service (CFS) . . . . . 743

Tickets Issued—(T-traffic/ P-parking/ A-animal/ H-Notification-health)

**T-Citations – 21; P-Citations – ;**  
**T-Warnings – 37; P-Warnings -16; A-Warnings – 23; H-Warnings -**  
**P-Non-moving Violation--8; Defects— 2; H-Notifications --13;**  
**Verbal Warnings (all) -- 123;**

|   |     |
|---|-----|
| Health/Vegetation CFS . . . . .   | 12  |
| Animal/dog bite CFS . . . . .   | 62  |
| Parking related CFS . . . . .   | 44  |
| Extra/Special Services-(Escorts ; Other chks ; Aid ; Patrol,,hitchhiker) . . . . .      | 41  |
| School checks . . . . .   | 15  |
| Welfare Checks . . . . .  | 22  |
| Alarms (Business/Residential) . . . . .   | 23  |
| Traffic related CFS (Stops-Offenses-Mot. Asst- ) . . . . .                              | 217 |
| Juvenile involved CFS (juv-runaway/missing/kidnapping-abduction). . . . .               | 18  |
| HHS-Child Abuse/Neglect-Adult Protective Services . . . . .                             | 19  |
| Assaults/Sexual Assaults reports/investigated . . . . .                                 | 5   |
| Disturbance/Disorderly Conduct CFS . . . . .  | 18  |
| Vandalism/Property Damage (Criminal Mischief) reported/investigated . . . . .           | 14  |
| Burglary/Larceny/Robbery(theft-motor veh) Forgery/Fraud reported/investigated . . . . . | 23  |
| Criminal Offenses (Cases Made) . . . . .  | 74  |
| -Citations in lieu of Arrest. . . . .   | 8   |
| -Arrests . . . . .  | 19  |

**Board of Public Works**  
October 17, 2023 4:00 PM  
City Administrator's Office

Attendance taken at 4:04 P.M.

Present Board Members:

Marlowe Wall  
Matt Leif  
Bill Williamsen

Absent:

Kenny Ekeler  
Carston Staehr

Also Present:

James Paul, Director of Public Works

1. Agenda

2. Roll Call

3. Review Minutes of Last Meeting

**Motion Passed:** Minutes of the September meeting passed with a motion by Matt Leif and a second by Bill Williamsen.

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

4. Farm Management Report

**Motion Passed:** The September Farm Management Report passed with a motion by Marlowe Wall and a second by Bill Williamsen.

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

5. Wastewater Financial Reports

**Motion Passed:** The September Wastewater Financial Report passed with a motion by Bill Williamsen and a second by Marlowe Wall.

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

**6. Water Financial Reports**

**Motion Passed:** The September Water Financial Report passed with a motion by Marlowe Wall and a second by Bill Williamsen.

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

**7. Wastewater Claims**

**Motion Passed:** The September Wastewater Claims passed with a motion by Bill Williamsen and a second by Marlowe Wall.

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

**8. Water Claims**

**Motion Passed:** The September Water Claims passed with a motion by Matt Leif and a second by Marlowe Wall.

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

**9. Director of Public Works Report**

**Motion Passed:** The September Director of Public Works Report passed with a motion by Bill Williamsen and a second by Marlowe Wall.

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

**Meeting adjourned at 4:23 P.M.**

Megan Makovicka



**DEPARTMENT OF PUBLIC WORKS  
MONTHLY REPORT**

October — 2023

**STREET DEPARTMENT**

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

|        |    |          |   |            |    |       |    |
|--------|----|----------|---|------------|----|-------|----|
| Street | 88 | Airport  | 2 | Park       | 23 | Fire  | 3  |
| Police | 4  | Landfill | 3 | Wastewater | 10 | Water | 23 |

The street sweeper operated 105 hours in October, during which time 184 miles were swept and 68 cubic yards of material were removed from the city streets.

Other major labor activities included:

| Job  | Hours      |
|--|------------|
| General maintenance                        | 78         |
| Right-of-way maintenance                   | 139        |
| Gravel street/alley maintenance            | 79         |
| Snow removal                               | 129        |
| Mowing/weed control                        | 55         |
| Tree/shrub maintenance                     | 22         |
| Paved surface maintenance                  | 219        |
| Equipment services                         | 3          |
| Sidewalk repair                            | 0          |
| Traffic signing/signal installation/repair | 52         |
| Shop cleaning                              | 25         |
| Storm sewer repair                         | 0          |
| Property maintenance                       | 43         |
| Trash removal                              | 34         |
| Building maintenance                       | 12         |
| Clean up private property                  | 18         |
| Plant wages                                | 5          |
| <b>TOTAL</b>                               | <b>913</b> |

**PARK DEPARTMENT**

Park personnel performed the following activities:

| Job                              | Hours      |
|----------------------------------|------------|
| Trash removal                    | 42         |
| Restroom cleaning                | 29         |
| Property maintenance             | 35         |
| Mowing/weed control              | 181        |
| Tree/shrub maintenance           | 128        |
| Building maintenance             | 2          |
| Ball field maintenance           | 145        |
| Playground equipment maintenance | 2          |
| General maintenance              | 42         |
| System maintenance               | 4          |
| <b>TOTAL</b>                     | <b>610</b> |

**FAMILY AQUATIC CENTER**

Park personnel performed the following activities:

| Job                  | Hours    |
|----------------------|----------|
| System maintenance   | 0        |
| Mowing/weed control  | 0        |
| Building maintenance | 4        |
| Property maintenance | 3        |
| <b>TOTAL</b>         | <b>7</b> |

**COMMUNITY CENTER**

Park/Street personnel performed the following activities:

| Job                  | Hours    |
|----------------------|----------|
| General maintenance  | 0        |
| Mowing/weed control  | 0        |
| Building maintenance | 0        |
| Property maintenance | 8        |
| <b>TOTAL</b>         | <b>8</b> |

**WASTEWATER TREATMENT PLANT**

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

|                                 | Last Month | 2023       | 2022       | Units   |
|---------------------------------|------------|------------|------------|---------|
| Total flow                      | 28,679,227 | 28,914,285 | 29,330,075 | gallons |
| Average flow/day                | 955,974    | 932,718    | 946,131    | gallons |
| Average flow/person             | 119.5      | 116.59     | 118        | gallons |
| Grit and screenings to landfill | 61.62      | 93.53      | 45.00      | tons    |
| Bio solids wasted               | 0.93667    | 1.15572    | 0.713642   | MG      |

Wastewater Treatment Plant personnel performed the following activities:

| Job                      | Hours      |
|--------------------------|------------|
| Plant wages              | 175        |
| Laboratory testing       | 68         |
| Sludge removal           | 15         |
| Equipment maintenance    | 126        |
| Building maintenance     | 34         |
| Sewer system maintenance | 192        |
| Property maintenance     | 67         |
| One-call locates         | 12         |
| General maintenance      | 1          |
| Mow & weed control       | 7          |
| New main install         | 119        |
| <b>TOTAL</b>             | <b>816</b> |

### **WATER DEPARTMENT**

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

|                        | Last Month      | 2023            | 2022            | Unit       |
|------------------------|-----------------|-----------------|-----------------|------------|
| Total water pumped     | 58,709,000      | 37,803,000      | 46,072,000      | gallons    |
| Total water billed     | 37,712,595      | 69,541,088      | 64,857,270      | gallons    |
| Average use per day    | 1,893,839       | 1,219,452       | 1,486,194       | gallons    |
| Average use per person | 237             | 152             | 186             | gallons    |
| Total electricity used | 41,379          | 51,439          | 76,543          | kW         |
| Pumps yield            | 1,419           | 735             | 602             | gallons/kW |
| Peak pumping date      | 4 <sup>th</sup> | 2 <sup>nd</sup> | 1 <sup>st</sup> |            |
| Peak amount            | 2,656,000       | 2,436,000       | 4,606,000       | gallons    |

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

|                       | 2023 | 2022   |
|-----------------------|------|--------|
| Water bills           | 1867 | 1858   |
| Sewer bills           | 1784 | 1774   |
| New taps              | 0    | ¾" – 9 |
| Service leaks         | 0    | 0      |
| Main leaks            | 0    | 0      |
| Diggers Hotline calls | 266  | 170    |

Water Department personnel performed the following activities:

| Job                                  | Hours      |
|--------------------------------------|------------|
| Plant wages (monitoring wells, etc.) | 35         |
| Meter reading                        | 25         |
| Meter maintenance                    | 9          |
| Pump/well maintenance                | 0          |
| Final notice collection              | 6          |
| Distribution maintenance             | 406        |
| One-call locates                     | 12         |
| Property maintenance                 | 35         |
| Building maintenance                 | 2          |
| General maintenance                  | 31         |
| Utility repairs                      | 3          |
| Meter install                        | 5          |
| Mow & weed control                   | 5          |
| <b>TOTAL</b>                         | <b>574</b> |

**SOLID WASTE RECEIVING CENTER AND LANDFILL**

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

|                  | 2023        |                | 2022        |                |
|------------------|-------------|----------------|-------------|----------------|
|                  | Trips       | Tons           | Trips       | Tons           |
| Landfill         | 687         | 2282.93        | 687         | 2517.24        |
| C & D            | 307         | 577.04         | 916         | 2713.13        |
| Transfer Station | 258         | 94.27          | 180         | 40.23          |
| Brush Pile       | 143         | 51.88          | 110         | 42.47          |
| Tire Pile        | 1           | 0.00           | 5           | 0.00           |
| Metal Roll-off   | 0           | 0.00           | 4           | 0.00           |
| <b>Total</b>     | <b>1396</b> | <b>3006.12</b> | <b>1902</b> | <b>5313.07</b> |

Revenue collected during October totaled \$192,621.50. The same period last year totaled \$220,931.65.

Landfill personnel performed the following activities:

| Job                              | Hours      |
|----------------------------------|------------|
| Scale/Transfer Station Operation | 148        |
| Landfill Equipment               | 529        |
| Wind screen & litter control     | 0          |
| Recycling Act                    | 0          |
| <b>TOTAL</b>                     | <b>677</b> |

**AIRPORT**

Public Works personnel performed the following activities:

| Job                    | Hours     |
|------------------------|-----------|
| Airport Attendant      | 71        |
| Building maintenance   | 0         |
| Mowing/weed control    | 0         |
| Tree/shrub maintenance | 5         |
| <b>TOTAL</b>           | <b>76</b> |

**CONVENTION CENTER**

Public Works personnel performed the following activities:

| Job                  | Hours    |
|----------------------|----------|
| Property maintenance | 0        |
| Building maintenance | 4        |
| Mowing/weed control  | 0        |
| General maintenance  | 2        |
| Custodial            | 2        |
| <b>TOTAL</b>         | <b>8</b> |

**SUMMARY BY DEPARTMENT**

| Department               | Hours       | Percentage | Full Time Equivalent |
|--------------------------|-------------|------------|----------------------|
| Street                   | 913         | 25         | 5.7                  |
| Parks/Com Center/Aud/FAC | 625         | 17         | 3.9                  |
| Landfill                 | 677         | 18         | 4.2                  |
| Wastewater               | 816         | 22         | 5.1                  |
| Water                    | 574         | 16         | 3.6                  |
| Airport                  | 76          | 2          | 0.5                  |
| <b>TOTAL</b>             | <b>3681</b> | <b>100</b> | <b>23</b>            |

**BUILDING INSPECTIONS AND PERMITS**

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

| Inspections: | 2023       | 2022       | Permits Issued: | 2023      | 2022       |
|--------------|------------|------------|-----------------|-----------|------------|
| Building     | 73         | 126        | Building        | 42        | 240        |
| Electrical   | 28         | 19         | Electrical      | 3         | 11         |
| Plumbing     | 13         | 16         | Plumbing        | 3         | 2          |
| Mechanical   | 7          | 14         | Mechanical      | 4         | 3          |
| Nuisance     | 0          | 3          | Curb/Street     | 0         | 3          |
| <b>Total</b> | <b>121</b> | <b>178</b> | <b>Total</b>    | <b>52</b> | <b>259</b> |

Forty-two (42) permits were issued in October for a value of \$1,475,767.42, which brings the total for the year to \$37,318,841.93. (See attached.)

Permits of note issued:

|                         |                                |              |
|-------------------------|--------------------------------|--------------|
| • Western Oil           | Demo, bathroom remodel         | \$225,000.00 |
| • Midwest Research Inc  | Equipment storage              | \$176,890.00 |
| • Jordan/Kirby Crawford | Garage addition, covered patio | \$200,000.00 |
| • Melinda Marquart      | Remodel                        | \$300,000.00 |
| • Jim Beins             | Mini storage                   | \$144,000.00 |

***BOARD OF PUBLIC WORKS***

The Board of Public Works met October 17, 2022. Minutes of the meeting are attached.

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## Building Permits issued in October 2023

02-Nov-23

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|        | <b>OWNER</b>         | <b>ADDRESS</b>       | <b>LEGAL DESCRIPTION</b> | <b>DESCRIPTION</b>                | <b>AMOUNT</b> |
|--------|----------------------|----------------------|--------------------------|-----------------------------------|---------------|
| 101219 | Chris Grant          | 803 N Lincoln Ave    |                          | Reroof                            | 9,940.00      |
| 101220 | Robert Pavel         | 2013 N Nebraska Ave  |                          | Reroof, reside                    | 5,000.00      |
| 101217 | Wilfredo Penate      | 628 N Burlington Ave |                          | Reroof, reside                    | 10,000.00     |
| 101216 | Dianna Gruber        | 615 High St          |                          | Fence                             | 200.00        |
| 101214 | Connie McClure       | 1523 Harre Lane      |                          | Fence                             | 2,000.00      |
| 101212 | Region V Services    | 21 Fairview Dr       |                          | Reside                            | 10,081.59     |
| 101213 | Region V Services    | 203 N Iowa Ave       |                          | Reside                            | 10,542.20     |
| 101260 | Rex Dickey           | 721 Nicolas Cir      |                          | Reroof                            | 19,200.00     |
| 101261 | John Kaliff          | 723 Nicolas Cir      |                          | Reroof                            | 14,200.00     |
| 101262 | Willis Hood          | 5 Arbor Ct           |                          | Reroof                            | 17,000.00     |
| 101251 | Angela Hass          | 1018 N Blackburn Ave |                          | Replace tool shed                 | 2,500.00      |
| 101250 | Jim Spahr            | 408 N Grant Ave      |                          | Steel container                   | 6,700.00      |
| 101255 | Stephanie Mousel     | 933 E 4th St         |                          | Reroof                            | 7,600.00      |
| 101254 | Bob Roth             | 920 N Burlington Ave |                          | Reroof                            | 5,373.00      |
| 101253 | Bob Roth             | 416 W 7th St         |                          | Reroof                            | 6,537.00      |
| 101252 | Bob Roth             | 314 N Burlington Ave |                          | Reroof                            | 8,315.00      |
| 101256 | Brad Horner          | 48 S Platte Ave      |                          | Reroof                            | 5,800.00      |
| 101162 | Western Oil          | 3711 S Lincoln Ave   |                          | Demo, bathroom remodel, parapet o | 225,000.00    |
| 101247 | Charles Lux          | 1322 Raell Dr        |                          | Storage building                  | 3,700.00      |
| 101242 | Midwest Research Inc | 910 Rd 15            |                          | Equipment storage                 | 176,890.00    |
| 101244 | Cynthia Bedient      | 326 E 19th St        |                          | Reroof                            | 20,500.00     |
| 101245 | William Wolfe        | 623 N Blackburn Ave  |                          | Reroof                            | 10,000.00     |

| <b>OWNER</b> | <b>ADDRESS</b>          | <b>LEGAL DESCRIPTION</b> | <b>DESCRIPTION</b>               | <b>AMOUNT</b>             |
|--------------|-------------------------|--------------------------|----------------------------------|---------------------------|
| 101246       | Dennis & Vicki Budnick  | 201 N Platte Ave         | Reroof                           | 7,000.00                  |
| 101241       | The Car Clinic          | 711 S Lincoln Ave        | Sign                             | 3,000.00                  |
| 101240       | Russell Shockey         | 640 W 5th St             | Reroof, gutters                  | 9,500.00                  |
| 101237       | Joseph & Autumn Arkel   | 1217 N Lincoln Ave       | Reroof, reside, gutters          | 15,000.00                 |
| 101238       | Lincoln Hotel Group     | 4020 S Grand Ave         | Concrete Patio                   | 16,000.00                 |
| 101235       | Jordan & Kirby Crawford | 1122 E 3rd St            | Add garage & alter covered patio | 200,000.00                |
| 101234       | Brandon Lubke           | 145 Ash Ave              | Reroof                           | 21,000.00                 |
| 101233       | Heberto Martinez        | 611 W 8th St             | Concrete driveway                | 1,500.00                  |
| 101232       | Melinda Marquart        | 2120 E Nobes Rd          | Rewire, replumb, new HVAC, remo  | 300,000.00                |
| 101231       | Matthew Meyer           | 633 W 8th St             | Replace fence                    | 300.00                    |
| 101230       | Dann Webb               | 845 S Country Club Dr    | Reside                           | 4,500.00                  |
| 101228       | Donna Kath              | 1505 E 6th St            | Reside, regutter                 | 50,903.63                 |
| 101224       | Grace Bondegard         | 1618 N Lincoln Ave       | Reroof                           | 4,000.00                  |
| 101257       | Jim Beins               | 201 E 13th St            | Mini storage                     | 144,000.00                |
| 101279       | Rod & Holly Woods       | 626 W Walnut St          | Reroof, remodel bath & kitchen   | 70,000.00                 |
| 101277       | Leroy Taylor            | 40 Edison Ave            | Reroof                           | 10,360.00                 |
| 101276       | Gene Oxley              | 722 N East Ave           | Replace old sidewalk             | 4,000.00                  |
| 101275       | Kristi Hafer            | 1312 N Maine Ave         | Reroof                           | 8,000.00                  |
| 101274       | Amanda Sutton           | 302 N Burlington Ave     | Reroof                           | 28,625.00                 |
| 101273       | Lincoln Rentals LLC     | 658 E 12th St            | Wall footings in basement        | 1,000.00                  |
|              |                         |                          |                                  | <b>\$1,475,767.42</b>     |
|              |                         |                          |                                  | <b>Permits Issued: 42</b> |

**CITY OF YORK**  
**CASH BALANCES**  
for the Month of September 2023 - PRELIMINARY as of 11/2/2023

| Fund # | Fund                        | 10/1/2022 Balance       | Current Month Receipts | YTD Receipts            | Current Month Disbursements | YTD Disbursements       | Ending Balance          |
|--------|-----------------------------|-------------------------|------------------------|-------------------------|-----------------------------|-------------------------|-------------------------|
| 10-101 | General                     | \$5,358,391.64          | \$1,282,009.93         | \$10,300,463.39         | \$1,030,031.39              | \$12,526,135.79         | \$3,132,719.24          |
|        | Insurance Proceeds          | \$140,533.87            | \$0.00                 | \$0.00                  | \$0.00                      | \$140,533.87            | \$0.00                  |
|        | American Rescue Plan Act    | \$1,144,977.68          | \$0.00                 | \$0.00                  | \$44,990.49                 | \$725,554.59            | \$419,423.09            |
| 10-102 | Auditorium                  | \$0.00                  | \$13,038.08            | \$169,619.96            | \$13,140.17                 | \$166,544.13            | \$3,075.83              |
| 10-103 | Park                        | \$0.00                  | \$55,271.35            | \$679,318.10            | \$141,338.41                | \$602,706.12            | \$76,611.98             |
| 10-104 | Police                      | \$0.00                  | \$239,098.47           | \$3,051,944.13          | \$188,961.80                | \$2,626,844.38          | \$425,099.75            |
| 10-105 | Community Center            | \$0.00                  | \$68,363.23            | \$828,563.86            | \$45,241.12                 | \$733,538.99            | \$95,024.87             |
| 10-106 | Aquatic Center              | \$0.00                  | \$22,148.42            | \$371,862.08            | \$25,637.74                 | \$374,300.70            | (\$2,438.62)            |
| 10-110 | Senior Center               | \$0.00                  | \$1,611.83             | \$19,341.96             | \$2,442.59                  | \$20,084.04             | (\$742.08)              |
| 10-201 | Convention Center           | \$0.00                  | \$63,920.91            | \$730,686.88            | \$79,235.79                 | \$638,125.14            | \$92,561.74             |
| 10-111 | Ball Field                  | \$0.00                  | \$24,266.38            | \$495,391.61            | \$23,738.70                 | \$537,336.47            | (\$41,944.86)           |
| 10-112 | Museum                      | \$0.00                  | \$6,530.75             | \$78,369.00             | \$11,021.40                 | \$70,914.50             | \$7,454.50              |
| 13     | User Fees                   | \$19,178.69             | \$0.00                 | \$7,220.00              | \$20.37                     | \$2,073.18              | \$24,325.51             |
| 22     | Ambulance                   | \$88,632.94             | \$109,847.92           | \$2,402,215.89          | \$146,667.63                | \$2,273,075.08          | \$217,773.75            |
| 22     | Fire                        | \$0.00                  | \$80,399.89            | \$589,982.58            | \$50,059.47                 | \$573,333.44            | \$16,649.14             |
| 23     | Capital Projects Sinking    | \$0.00                  | \$41,666.66            | \$499,999.92            | \$0.00                      | \$69,150.00             | \$430,849.92            |
| 24     | Library                     | \$0.00                  | \$60,354.90            | \$742,396.42            | \$66,455.65                 | \$633,812.26            | \$108,584.16            |
| 14-000 | General Capital-Non-Dept.   | \$0.00                  | \$0.00                 | \$2,550,114.35          | \$179,085.00                | \$2,540,803.73          | \$9,310.62              |
| 14-146 | General Capital - Parks     | \$0.00                  | \$0.00                 | \$269,760.00            | \$0.00                      | \$269,760.00            | \$0.00                  |
| 14-221 | General Cap - Ambulance     | \$0.00                  | \$0.00                 | \$34,575.00             | \$425.00                    | \$34,575.00             | \$0.00                  |
| 14-222 | General Capital - Fire      | \$0.00                  | \$0.00                 | \$34,575.00             | \$425.00                    | \$34,575.00             | \$0.00                  |
|        | <b>General Balances</b>     | <b>\$6,751,714.82</b>   | <b>\$2,068,528.72</b>  | <b>\$23,856,400.13</b>  | <b>\$2,048,917.72</b>       | <b>\$25,593,776.41</b>  | <b>\$5,014,338.54</b>   |
| 11     | Keno                        | \$31,477.80             | \$7.62                 | \$482.73                | \$0.00                      | \$30,191.06             | \$1,769.47              |
| 20     | Aviation                    | \$205,365.17            | \$73,281.96            | \$451,354.76            | \$49,017.37                 | \$268,992.65            | \$387,727.28            |
| 20     | Aviation - Federal Funds    | \$0.00                  | \$0.00                 | \$2,030.00              | \$0.00                      | \$2,030.23              | (\$0.23)                |
| 31     | Fire Pension                | \$208,598.49            | \$17,735.53            | \$207,476.61            | \$14,058.05                 | \$180,629.12            | \$235,445.98            |
| 30     | Police Pension              | \$158,124.73            | \$9,470.01             | \$109,009.60            | \$7,204.89                  | \$73,840.40             | \$193,293.93            |
| 32     | 911 Surcharge               | \$69,916.34             | \$202.97               | \$8,454.85              | \$0.00                      | \$32,389.99             | \$45,981.20             |
| 33     | Health Insurance            | \$1,419,293.16          | \$165,834.55           | \$1,768,150.82          | \$96,544.21                 | \$1,740,079.66          | \$1,447,364.32          |
|        | <b>Total Tax Funds</b>      | <b>\$8,844,490.51</b>   | <b>\$2,335,061.36</b>  | <b>\$26,403,359.50</b>  | <b>\$2,215,742.24</b>       | <b>\$27,921,929.52</b>  | <b>\$7,325,920.49</b>   |
| 50     | Street                      | \$2,364,966.87          | \$251,114.09           | \$3,020,717.59          | \$204,515.23                | \$1,799,947.34          | \$3,585,737.12          |
| 70     | Landfill-Cash & Invest      | \$3,230,032.42          | \$157,024.73           | \$1,974,618.18          | \$148,130.17                | \$1,613,008.93          | \$3,591,641.67          |
|        | Landfill-Operations         | \$112,807.75            | \$121,035.17           | \$1,287,939.45          | \$121,035.17                | \$1,287,939.45          | \$112,807.75            |
|        | Landfill-Debt Service       | \$177,842.26            | \$27,095.00            | \$325,069.48            | \$0.00                      | \$325,802.50            | \$177,109.24            |
| 78     | Old Landfill Closure        | \$12,108.04             | \$152.53               | \$344.06                | \$0.00                      | \$0.00                  | \$12,452.10             |
| 79     | Landfill Post Closure       | \$2,548,206.43          | \$33,983.64            | \$226,150.95            | \$0.00                      | \$0.00                  | \$2,774,357.38          |
|        | C&D Site Closure/Post Clo   | \$190,976.85            | \$2,656.79             | \$25,917.72             | \$0.00                      | \$0.00                  | \$216,894.57            |
| 75     | Landfill Construction       | (\$110,579.28)          | \$0.00                 | \$0.00                  | \$0.00                      | \$489,001.07            | (\$599,580.35)          |
|        | <b>Total Non-Tax Funds</b>  | <b>\$ 8,526,361.34</b>  | <b>\$ 593,061.95</b>   | <b>\$ 6,860,757.43</b>  | <b>\$ 473,680.57</b>        | <b>\$ 5,515,699.29</b>  | <b>\$ 9,871,419.48</b>  |
| 12     | CDBG Revolving Loan         | \$125,729.51            | \$4,103.47             | \$50,353.80             | \$0.00                      | \$0.00                  | \$176,083.31            |
| 12     | Housing Grant - Federal Fun | \$30,773.05             | \$18,288.58            | \$310,822.69            | \$18,265.00                 | \$274,372.59            | \$67,223.15             |
| 12     | Buy Rehab Sell              | \$165,635.83            | \$32.97                | \$412.01                | \$0.00                      | \$0.00                  | \$166,047.84            |
| 12     | JAG (YPS) Federal Funds     | \$0.00                  | \$0.00                 | \$0.00                  | \$0.00                      | \$0.00                  | \$0.00                  |
| 60     | Federal Proj (Blackburn Br) | \$1,317,141.89          | \$10,652.85            | \$329,019.08            | \$165,364.68                | \$1,653,340.51          | (\$7,179.54)            |
| 60     | Shadow Brook Project        | (\$14,374.68)           | \$0.00                 | \$0.00                  | \$0.00                      | \$0.00                  | (\$14,374.68)           |
| 60     | Concrete Panel/Asphalt Proj | \$4,093,599.02          | \$0.00                 | \$0.00                  | \$774,883.05                | \$2,439,519.76          | \$1,654,079.26          |
| 19-192 | Land Acq - Indust. Park     | \$1,580,701.71          | \$87,611.64            | \$1,044,380.62          | \$250,000.00                | \$476,997.00            | \$2,148,085.33          |
| 19-193 | Land Acq - Right-of-ways    | \$21,561.20             | \$0.00                 | \$0.00                  | \$0.00                      | \$0.00                  | \$21,561.20             |
| 19-194 | Land Acq - Parks            | \$67,361.72             | \$0.00                 | \$0.00                  | \$0.00                      | \$0.00                  | \$67,361.72             |
| 16     | <b>Total Bond Funds</b>     | <b>\$836,124.64</b>     | <b>\$92,276.35</b>     | <b>\$1,190,009.40</b>   | <b>\$0.00</b>               | <b>\$1,245,767.50</b>   | <b>\$780,366.54</b>     |
| 40     | <b>Total TIF Funds</b>      | <b>\$398,156.50</b>     | <b>\$25,065.44</b>     | <b>\$163,366.03</b>     | <b>\$19,018.83</b>          | <b>\$138,235.35</b>     | <b>\$423,287.18</b>     |
|        | <b>Total Misc. Funds</b>    | <b>\$ 8,622,410.39</b>  | <b>\$ 238,031.30</b>   | <b>\$ 3,088,363.63</b>  | <b>\$ 1,227,531.56</b>      | <b>\$ 6,228,232.71</b>  | <b>\$ 5,482,541.31</b>  |
|        | <b>Total All Funds</b>      | <b>\$ 25,993,262.24</b> | <b>\$ 3,166,154.61</b> | <b>\$ 36,352,480.56</b> | <b>\$ 3,916,954.37</b>      | <b>\$ 39,665,861.52</b> | <b>\$ 22,679,881.28</b> |

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

\$2,140,679.61  
\$4,339,123.00  
\$9,142,322.39  
\$ 38,302,006.28

**City of York  
LB 357 Funds Summary**

|                                    | 31-Aug-23          | 30-Sep-23          |
|------------------------------------|--------------------|--------------------|
| <b>LB 357 Funds Allocation</b>     |                    |                    |
| Cash Balance                       | \$16,324,805.37    | \$16,474,862.50    |
| Less: Quiet Zone                   | (\$1,496,028.97)   | (\$1,496,028.97)   |
| School-Owned Properties            | (\$1,057,420.34)   | (\$1,076,730.34)   |
| Ball Field                         | (\$9,685,553.03)   | (\$9,685,553.03)   |
| City-Owned Properties              | (\$2,075,870.55)   | (\$2,075,870.55)   |
| <br>Total Cash Available           | <br>\$2,009,932.48 | <br>\$2,140,679.61 |
| <br>Less Restricted Funds          |                    |                    |
| Debt Service                       | (\$774,639.62)     | (\$852,567.54)     |
| Debt Service Reserve               | \$0.00             | \$0.00             |
| <br>Total Unallocated LB 357 Funds | <br>\$1,235,292.86 | <br>\$1,288,112.07 |

## City of York Public Works Summary

|                              | 31-Aug-23                 | 30-Sep-23                 |
|------------------------------|---------------------------|---------------------------|
| <b>Wastewater</b>            |                           |                           |
| Cash Balance                 | \$4,257,479.14            | \$4,339,123.00            |
| Less: Construction Fund      | \$0.00                    | \$0.00                    |
| <br>Total Cash Available     | <br>\$4,257,479.14        | <br>\$4,339,123.00        |
| <br>Less Restricted Funds    |                           |                           |
| Operations                   | \$0.00                    | \$0.00                    |
| Debt Service                 | (\$245,112.02)            | (\$367,668.03)            |
| Debt Service Reserve         | \$0.00                    | \$0.00                    |
| Renewal & Replacement        | \$0.00                    | \$0.00                    |
| <br>Total Unrestricted Funds | <br><u>\$4,012,367.12</u> | <br><u>\$3,971,454.97</u> |
| <br><b>Water</b>             |                           |                           |
| Cash Balance                 | \$8,210,463.43            | \$8,433,030.89            |
| Less: Construction Fund      | (\$303,753.54)            | (\$322,665.24)            |
| Add: Farm Management Acct    | \$1,031,907.46            | \$1,031,956.74            |
| <br>Total Cash Available     | <br>\$8,938,617.35        | <br>\$9,142,322.39        |
| <br>Less Restricted Funds    |                           |                           |
| Operations                   | \$0.00                    | \$0.00                    |
| Debt Service                 | (\$120,558.03)            | (\$180,837.05)            |
| Debt Service Reserve         | (\$268,264.60)            | (\$268,264.60)            |
| <br>Total Unrestricted Funds | <br><u>\$8,549,794.72</u> | <br><u>\$8,693,220.74</u> |

**City of York**

for the Month of September 2023 - PRELIMINARY as of 11/2/2023

| Auditors Grouping           | <u>Total Amount</u>    | <u>Restricted or<br/>Assigned</u> | <u>Unrestricted</u>    | <u>Notes</u>  |
|-----------------------------|------------------------|-----------------------------------|------------------------|---|
| 10 General:                 |                        |                                   |                        |   |
| General                     | \$3,132,719.24         | 26,212.71                         | \$3,106,506.53         | Restricted - YCF (Parks, Police) & Police Memorial Fund |
| Insurance Proceeds          | \$0.00                 | \$0.00                            |                        | Moved to fund 14 per auditors                           |
| ARP Act \$                  | \$419,423.09           | \$419,423.09                      | \$0.00                 | Restricted grant money                                  |
| Senior Center               | (\$742.08)             |                                   | (\$742.08)             |   |
| Police                      | \$425,099.75           | \$49,856.00                       | \$375,243.75           | Federal equitable sharing money                         |
| Community Center            | \$95,024.87            |                                   | \$95,024.87            |   |
| Park                        | \$76,611.98            |                                   | \$76,611.98            |   |
| Auditorium                  | \$3,075.83             |                                   | \$3,075.83             |   |
| Convention Center           | \$92,561.74            |                                   | \$92,561.74            |   |
| Aquatic Center              | (\$2,438.62)           |                                   | (\$2,438.62)           |   |
| Ball Park                   | (\$41,944.86)          |                                   | (\$41,944.86)          |   |
| Museum                      | \$7,454.50             |                                   | \$7,454.50             |   |
| <b>Total</b>                | <b>\$4,206,845.44</b>  | <b>\$495,491.80</b>               | <b>\$3,711,353.64</b>  |   |
| 13 User Fees                | \$24,325.51            | \$24,325.51                       |                        | Assigned  |
| 14 General Capital Projects | \$9,310.62             | \$9,310.62                        |                        | Assigned - repairs due to 6/14/22 hail storm damage     |
| 22 Fire/EMS                 | \$234,422.89           | \$50,315.45                       | \$184,107.44           | Restricted - York Community Foundation                  |
| 23 Capital Projects Sinking | \$430,849.92           |                                   | \$430,849.92           |   |
| 24 Library                  | \$108,584.16           |                                   | \$108,584.16           |   |
| 30 Police Pension           | \$193,293.93           |                                   | \$193,293.93           |   |
| 31 Fire Pension             | \$235,445.98           |                                   | \$235,445.98           |   |
| <b>Total General</b>        | <b>\$5,443,078.45</b>  | <b>\$579,443.38</b>               | <b>\$4,863,635.07</b>  |   |
| 50 Street                   | \$3,585,737.12         | \$3,585,737.12                    |                        |   |
| 20 Aviation                 | \$387,727.05           | \$387,727.05                      |                        | Assigned  |
| 16 Debt Service             | \$780,366.54           | \$780,366.54                      |                        |   |
| 15 LB 357                   | \$2,140,679.61         | \$2,140,679.61                    |                        |   |
| 60 Capital Projects         | \$1,632,525.04         | \$1,632,525.04                    |                        |   |
| 12 CDBG                     | \$409,354.30           | \$409,354.30                      |                        |   |
| 11 Keno                     | \$1,769.47             | \$1,769.47                        |                        |   |
| 19 Sinking                  | \$2,237,008.25         |                                   | \$2,237,008.25         |   |
| 32 E911                     | \$45,981.20            | \$45,981.20                       |                        |   |
| 40 TIF                      | \$423,287.18           | \$423,287.18                      |                        |   |
| <b>Total Governmental</b>   | <b>\$17,087,514.21</b> | <b>\$9,986,870.89</b>             | <b>\$7,100,643.32</b>  |   |
| 70 Landfill:                |                        |                                   |                        |   |
| Landfill                    | \$3,591,641.67         |                                   | \$3,591,641.67         |   |
| Landfill-Operations         | \$112,807.75           | \$112,807.75                      |                        | Bond Requirements                                       |
| Landfill-Debt Service       | \$177,109.24           | \$177,109.24                      |                        | Bond Requirements                                       |
| Old Landfill Closure        | \$12,452.10            | \$12,452.10                       |                        |   |
| Landfill Closure/Post       | \$2,774,357.38         | \$2,774,357.38                    |                        |   |
| C&D Site Closure/Post       | \$216,894.57           | \$216,894.57                      |                        |   |
| Construction                | (\$599,580.35)         |                                   | (\$599,580.35)         |   |
| <b>Total Landfill</b>       | <b>\$6,285,682.36</b>  | <b>\$3,293,621.04</b>             | <b>\$2,992,061.32</b>  |   |
| 80 Wastewater               | \$4,339,123.00         | \$367,668.03                      | \$3,971,454.97         | Bond Requirements                                       |
| 90 Water                    | \$9,142,322.39         | \$449,101.65                      | \$8,693,220.74         | Bond Requirements                                       |
| <b>Total Enterprise</b>     | <b>\$19,767,127.75</b> | <b>\$4,110,390.72</b>             | <b>\$15,656,737.03</b> |   |
| 33 Health Insurance         | \$1,447,364.32         | \$1,447,364.32                    |                        | Assigned for insurance claims needs                     |
| <b>Total City</b>           | <b>\$38,302,006.28</b> | <b>\$15,544,625.93</b>            | <b>\$22,757,380.35</b> |   |

# Raynor Garage Doors of Ce. Ne., Inc.

402-462-4103 FAX 402-462-6396  
 525 E 33rd St.  
 Hastings, NE 68901

# PROPOSAL

|            |          |
|------------|----------|
| DATE       | PROPOSAL |
| 10/12/2023 | 25026    |

|  |                      |           |
|--|----------------------|-----------|
| NAME / ADDRESS                               | PROJECT SITE OR NAME |           |
| CITY OF YORK<br>300 E NOBES<br>YORK NE 68467 |                      |           |
|  | ATTENTION            | PHONE/FAX |
|  | ROB                  |           |

| QTY | DESCRIPTION  | TOTAL                    |
|-----|--|--------------------------|
| 3   | 14'2" W X 14' H RAYNOR TM200C 2" THERMAL STEEL SANDWICH SECTIONAL OVERHEAD DOOR, R-VALUE 18.3, NORMAL HEAD ROOM, ANGLE MOUNT, 2" TRACK, TORSION SPRING, HEAD AND JAMB WEATHERSEAL, BRONZETONE IN COLOR, 4- 24" X 8" WINDOWS IN 3RD SECTION |                          |
| 3   | MANARAS OTH 1/2HP COMMERCIAL OPERATOR WITH 3 BUTTON WALL STATION, 30 CYCLES PER HOUR, PHOTOEYES, 1 REMOTE INCLUDED EACH  |                          |
|     | INSTALLED ALL WIRING BY OTHERS   | 21,756.00                |
|     | QUOTE VALID 30 DAYS<br>PLEASE SIGN AND RETURN COPY TO PLACE ORDER<br>50% DEPOSIT REQUIRED UPON ORDER   |                          |
|     | 3% ADD ON FOR CREDIT CARD USE  | <b>TOTAL</b> \$21,756.00 |

TERMS & CONDITIONS-Raynor Doors of Ce. Ne. is not responsible for dimensional errors made by others and we reserve the right to correct errors and omissions. This proposal is based on the structure being ready for installation when we arrive with clear access to opening and electrical power available. No electrical wiring will be done by Raynor doors.

WE ARE LOOKING FORWARD TO DOING BUSINESS WITH YOU IN THE FUTURE.

SIGNATURE \_\_\_\_\_

# AIA<sup>®</sup> Document A141<sup>®</sup> - 2014

## Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the \_\_\_\_\_ day of November in the year 2023  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

City of York, Nebraska  
100 E 4<sup>th</sup> Street  
York, NE 68467

and the Design-Builder:  
(Name, legal status, address and other information)

Mammoth Sports Construction, LLC  
601 E Wyandotte St.  
Meriden, KS 66512

for the following Project:  
(Name, location and detailed description)

Improvements to Levitt Stadium in York, NE.

The Owner and Design-Builder 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.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)*

#### § 1.1.1 The Owner's program for the Project:

*(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)*

N/A

#### § 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

See Exhibit A - Design and Engineering Agreement.

**§ 1.1.3** The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

TBD

**§ 1.1.4** The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

None.

**§ 1.1.5** Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

None.

**§ 1.1.6** The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

The Owner's budget for the Work is \$2,900,000.00.

**§ 1.1.7** The Owner's design and construction milestone dates:

- .1 Design phase milestone dates:

TBD

- .2 Submission of Design-Builder Proposal:

TBD

- .3 Phased completion dates:

TBD

- .4 Substantial Completion date:

TBD

- .5 Other milestone dates:

<< >>

**§ 1.1.8** The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

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

**.1 Architect**

Mammoth Sports Construction, LLC  
601 E Wyandotte St.  
Meriden, KS 66512

**.2 Consultants**

**.3 Contractors**

Mammoth Sports Construction, LLC  
601 E Wyandotte St.  
Meriden, KS 66512

**§ 1.1.9** Additional Owner’s Criteria upon which the Agreement is based:  
*(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)*

None.

**§ 1.1.10** The Design-Builder shall confirm that the information included in the Owner’s Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 1.1.10.1** If the Owner’s Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

**§ 1.1.11** If there is a change in the Owner’s Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

**§ 1.1.12** If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

**§ 1.2 Project Team**

**§ 1.2.1** The Owner identifies the following representative in accordance with Section 7.1.1:  
*(List name, address and other information.)*

<< >>  
<< >>  
<< >>  
<< >>  
<< >>  
<< >>

**§ 1.2.2** The persons or entities, in addition to the Owner’s representative, who are required to review the Design-Builder’s Submittals are as follows:  
*(List name, address and other information.)*

<< >>

**§ 1.2.3** The Owner will retain the following consultants and separate contractors:  
*(List discipline, scope of work, and, if known, identify by name and address.)*

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:  
(List name, address and other information.)

David Devore  
601 E Wyandotte St.  
Meriden, KS 66512  
785-400-6136

Jason Bellrichard  
101 S Phillips Ave, Ste. 203  
Sioux Falls, SD 57104  
833-562-1119

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

### § 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 14.4

Litigation in a court of competent jurisdiction

Other: (Specify)

<< >>

### § 1.4 Definitions

§ 1.4.1 **Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 **The Work.** The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 **The Project.** The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

**§ 1.4.5 Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

**§ 1.4.6 Submittal.** A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

**§ 1.4.7 Owner.** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

**§ 1.4.8 Design-Builder.** The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.

**§ 1.4.9 Consultant.** A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

**§ 1.4.10 Architect.** The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

**§ 1.4.11 Contractor.** A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

**§ 1.4.12 Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is clearly marked as “confidential.”

**§ 1.4.13 Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

**§ 1.4.14 Day.** The term “day” as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

**§ 1.4.15 Contract Sum.** The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article C.1 of the Design-Build Amendment.

## **ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS**

### **§ 2.1 General Conditions**

The Parties hereby agree and stipulate that the transaction described in this Agreement is an Equalis Group Cooperative Project. Therefore, the following document is incorporated into this Agreement and made a part hereof as if more fully set forth herein; Mammoth Sports Construction & Equalis Group Publicly Procured Master Agreement Contract #COG-2138A. In the event of a conflict between this Agreement and that Master Agreement Contract, this Agreement will prevail.

### **§ 2.2 Compensation for Work Performed Prior To Execution of Design-Build Amendment**

**§ 2.2.1** Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder’s performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

Compensation for Work Performed Prior to Execution of the Design-Build Amendment should be billed per the terms and conditions set forth and agreed to on Exhibit A – Design and Engineering Services Agreement.

§ 2.2.2 The hourly billing rates for services of the Design-Builder and the Design-Builder’s Architect, Consultants and Contractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Individual or Position

Rate

### § 2.2.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.2.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder’s Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, 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;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.2.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder’s Architect, Consultants and Contractors incurred, plus an administrative fee of Five percent (5%) of the expenses incurred.

### § 2.2.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.2.4.1 Payments are due and payable upon presentation of the Design-Builder’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 Design-Builder.

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

1.5 % monthly

§ 2.2.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

### § 2.3 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder’s performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment, and as set forth in § C.1.5 of the Design-Build Amendment.

## ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

### § 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

### § 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

### **§ 3.1.9 Design-Builder's Schedules**

**§ 3.1.9.1** The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

**§ 3.1.9.2** The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

**§ 3.1.10 Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

### **§ 3.1.11 Design-Builder's Submittals**

**§ 3.1.11.1** Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

**§ 3.1.11.2** By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

**§ 3.1.11.3** The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

**§ 3.1.11.4** The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

**§ 3.1.11.5** All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

**§ 3.1.12 Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by

the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### **§ 3.1.13 Royalties, Patents and Copyrights**

**§ 3.1.13.1** The Design-Builder shall pay all royalties and license fees.

**§ 3.1.13.2** The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

### **§ 3.1.14 Indemnification**

**§ 3.1.14.1** To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

**§ 3.1.14.2** The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

### **§ 3.1.15 Contingent Assignment of Agreements**

**§ 3.1.15.1** Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

**§ 3.1.15.2** Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 3.1.15.3** Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

**§ 3.1.16 Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

## ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

### § 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

### § 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:  
*(List additional information, if any, to be included in the Design-Builder's written report.)*

« »

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

### § 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

#### **§ 4.4 Design-Builder's Proposal**

**§ 4.4.1** Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

**§ 4.4.2** Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

**§ 4.4.3** If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

#### **ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT**

##### **§ 5.1 Construction Documents**

**§ 5.1.1** Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

**§ 5.1.2** The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

##### **§ 5.2 Construction**

**§ 5.2.1 Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

**§ 5.2.2** If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

**§ 5.2.3** The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

**§ 5.2.4** The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

##### **§ 5.3 Labor and Materials**

**§ 5.3.1** Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

#### § 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

#### § 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

#### § 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual

costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

**§ 5.6.3** The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

### **§ 5.7 Key Personnel, Contractors and Suppliers**

**§ 5.7.1** The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

**§ 5.7.2** If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.7.3** Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.7.3.1** If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

### **§ 5.8 Documents and Submittals at the Site**

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

### **§ 5.9 Use of Site**

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

### **§ 5.10 Cutting and Patching**

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

### **§ 5.11 Cleaning Up**

**§ 5.11.1** The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

#### § 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

#### § 5.13 Construction by Owner or by Separate Contractors

##### § 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 Subject to Design-Builder providing advanced written consent, the Owner may perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project; provided such work by Owner does not interfere, replicate, replace, or act as substitute for any scope of work to be performed by the Design-Builder under this Agreement. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

#### § 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

#### § 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

### ARTICLE 6 CHANGES IN THE WORK

#### § 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

## § 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

## § 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

## **ARTICLE 7 OWNER'S RESPONSIBILITIES**

### **§ 7.1 General**

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 7.2 Information and Services Required of the Owner**

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall

the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

**§ 7.2.6** If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

**§ 7.2.7** Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

**§ 7.2.8** Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

**§ 7.2.9** Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

**§ 7.2.10** The Owner shall purchase and maintain insurance as set forth in Exhibit B.

### **§ 7.3 Submittals**

**§ 7.3.1** The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 7.3.2** Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

**§ 7.4** Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

**§ 7.5** The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner 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 Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

#### **§ 7.8 Owner's Right to Stop Work**

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner shall provide detailed written notice to the Design-Builder of such alleged failures and provide the Design Builder up to thirty (30) calendar days to cure ("Cure Period"); provided that if the Design-Builder initiates and diligently pursues correction of such failures the Owner shall not object to an extension of time for Design Builder to adequately correct such failures ("Extended Cure Period"). If after the Extended Cure Period, such failures continue to exist, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

#### **§ 7.9 Owner's Right to Carry Out the Work**

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a thirty (30) calendar day period ("Cure Period") after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies provided that if the Design-Builder initiates and diligently pursues correction of such failures the Owner shall not object to an extension of time for Design Builder to adequately correct such failures ("Extended Cure Period"). If after the Extended Cure Period, such a failure continues to exist, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

### **ARTICLE 8 TIME**

#### **§ 8.1 Progress and Completion**

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### **§ 8.2 Delays and Extensions of Time**

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

## **ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION**

### **§ 9.1 Contract Sum**

The Contract Sum is stated in the Design-Build Amendment, Exhibit C.

### **§ 9.2 Schedule of Values**

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

### **§ 9.3 Applications for Payment**

§ 9.3.1 At least seven (7) calendar days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

### **§ 9.4 Certificates for Payment**

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

### **§ 9.5 Decisions to Withhold Certification**

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the

Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

## § 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

**§ 9.6.7** Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

### **§ 9.7 Failure of Payment**

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

### **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

**§ 9.8.2** When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

**§ 9.8.3** Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

**§ 9.8.4** Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

**§ 9.8.5** When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.6** The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the

portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

#### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

**§ 9.10.5** Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### **§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1** employees on the Work and other persons who may be affected thereby;
- .2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

**§ 10.2.2** The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

**§ 10.2.3** The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

**§ 10.2.6** The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

**§ 10.2.7** The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### **§ 10.3 Hazardous Materials**

**§ 10.3.1** The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon

recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

**§ 10.3.2** Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

#### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

### **ARTICLE 11 UNCOVERING AND CORRECTION OF WORK**

#### **§ 11.1 Uncovering of Work**

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

## **§ 11.2 Correction of Work**

**§ 11.2.1 Before or After Substantial Completion.** The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

## **§ 11.2.2 After Substantial Completion**

**§ 11.2.2.1** In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

**§ 11.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 11.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

**§ 11.2.3** The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

**§ 11.2.4** The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

**§ 11.2.5** Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

## **§ 11.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 12 COPYRIGHTS AND LICENSES**

**§ 12.1** Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, 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 Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder 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.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the 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, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor 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 alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, 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 alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

## **ARTICLE 13 TERMINATION OR SUSPENSION**

### **§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment**

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to the date of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

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

§ 13.1.4 Intentionally Omitted.

§ 13.1.5 Intentionally Omitted.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

## § 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

### § 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

### § 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

### § 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

## ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

### § 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time 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 Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

### § 14.1.3 Notice of Claims

§ 14.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 **Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

**§ 14.1.5 Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 14.1.6 Claims for Additional Time**

**§ 14.1.6.1** If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 14.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

**§ 14.1.7 Claims for Consequential Damages**

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

**§ 14.2 Initial Decision**

**§ 14.2.1** An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

**§ 14.2.2 Procedure**

**§ 14.2.2.1 Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

**§ 14.2.2.2 Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

**§ 14.2.3** In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

**§ 14.2.4** If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 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.

### § 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

### ARTICLE 15 MISCELLANEOUS PROVISIONS

#### § 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

#### § 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

#### § 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

#### § 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

### § 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential 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 Confidential Information as set forth in this Contract.

### § 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

**§ 15.8.2** Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

**§ 15.9 Amendment**

This Agreement may be amended only by written instrument signed by both the Owner and Design-Builder. In the event of conflict in the terms and conditions contained in the Contract Documents, this Agreement shall take precedence over terms and conditions contained in any other contract documents for the Work.

**§ 15.10 Default**

If default should occur under this Agreement, then each party shall have such rights and remedies as may be available to it at law and/or in equity. The failure by any party hereto to exercise or elect, and any delay by such party in exercising or electing, any right or remedy hereunder shall not constitute a waiver of any such right or remedy. The exercise by any party hereto of any right or remedy hereunder shall not preclude the exercise of any other right or remedy, and the remedies and rights provided herein are cumulative and not exclusive of any rights or remedies provided at law or in equity.

**§ 15.11 Attorney's Fees**

To the extent allowed by law, in the event a dispute should arise from this Agreement, the prevailing party shall be entitled to attorneys' fees and all costs of enforcement and/or litigation against the non-prevailing party.

**§ 15.12 Force Majeure**

The Owner agrees the Design-builder shall not be responsible for delay in performance of its work by reason of acts of war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication, or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the Design-builder ("Force Majeure Event"). In the event of Force Majeure, the Owner agrees that all dates by which performance of the Design-builder's obligations are scheduled to be met shall be extended, as reasonable and necessary to complete said obligations or as requested by the Design-builder, and furthermore that the Contract Sum shall be increased by the amount of the Design-builder's reasonable costs of suspension, shutdown, work stoppage, delay, re-mobilization and/or start-up due to any Force Majeure Event. The Owner and Design-builder, in the event of Force Majeure, execute a Change Order, as set forth in the Construction Agreement, to adjust the Contract Sum, Contract Time and any other cost or expense because of each Force Majeure Event.

**§ 15.13 Consent to Design-Builder's Use of Project Information.**

The Design-Builder, its subsidiaries and/or affiliates, may develop and/or capture information, including but not limited to photographs, videos, and general data, as related to Project, or Design-Builder's work on the Project, for use in Design-Builder's business portfolio or as related to Design-Builder's marketing and advertising ("Promotional Work"). The Owner acknowledges and understands that the Owner's name, image, likeness, including but not limited to buildings, structures, fields, logos, signage, as related to the Project, may be captured in such Promotional Work. The Owner further consents and agrees that the Design-Builder may use the Owner's name, image, likeness, including but not limited to buildings, structures, fields, logos, and signage, as captured in the Promotional Work in connection with the Design-Builder's products and services, or the products and services provided by Design-Builder's subsidiaries and affiliates. Such consent and agreement of Owner herein shall apply during the term of this Agreement and survive thereafter, without limitation, and allow the Design-builder, its subsidiaries and/or affiliates, to continue to use the Promotional Work as developed and/or captured.

**§ 15.14 Enforceability**

If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Article, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

**ARTICLE 16 SCOPE OF THE AGREEMENT**

**§ 16.1** This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 Exhibit A - Design Services Agreement
- .3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds
- .4 AIA Document A141™–2014, Exhibit C, Design-Build Amendment (To be Provided upon Completion of Design)
- .5 Other: TBD as agreed by Owner and Design-Builder

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

\_\_\_\_\_  
**OWNER** *(Signature)*

**Barry Redfern, Mayor**

*(Printed name and title)*

\_\_\_\_\_  
**DESIGN-BUILDER** *(Signature)*

**Jacob Farrant, CEO/Manager**

*(Printed name and title)*

# AIA® Document A141® – 2014 Exhibit B

## Insurance and Bonds

for the following PROJECT:

(Name and location or address)

Improvements to Levitt Stadium in York, NE.

### THE OWNER:

(Name, legal status and address)

City of York, Nebraska  
100 E 4<sup>th</sup> Street  
York, NE 68467

### THE DESIGN-BUILDER:

(Name, legal status and address)

Mammoth Sports Construction, LLC  
601 E Wyandotte St.  
Meriden, KS 66512

### THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the [redacted] day of November in the year 2023.

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

### TABLE OF ARTICLES

- B.1 GENERAL
- B.2 DESIGN BUILDER'S INSURANCE AND BONDS
- B.3 OWNER'S INSURANCE
- B.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE B.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

#### ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:

(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

#### 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.

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

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ B.2.1.1 Commercial General Liability with policy limits of not less than **Two Million Dollars (\$ 2,000,000.00 )** for each occurrence and **Four Million Dollars (\$ 4,000,000.00)** in the aggregate providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.

§ B.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than **One Million Dollars (\$ 1,000,000.00)** per claim and **One Million Dollars (\$ 1,000,000.00 )** in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

§ B.2.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.

§ B.2.1.4 Workers' Compensation at statutory limits.

§ B.2.1.5 Employers' Liability with policy limits as provided below:

**Employer liability with a policy limit of not less than One Million Dollars (\$1,000,000.00) per each accident.**

§ B.2.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than << >> (\$ << >> ) per claim and << >> (\$ << >> ) in the aggregate.

§ B.2.1.7 Pollution Liability covering performance of the Work, with policy limits of not less than << >> (\$ << >> ) per claim and << >> (\$ << >> ) in the aggregate.

§ B.2.1.7.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than **Ten Million Dollars (\$ 10,000,000.00)** per claim and **Ten Million Dollars (\$ 10,000,000.00)** in the aggregate.

§ B.2.1.8 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.2.1.9 **Additional Insured Obligations.** The Owner and its consultants and contractors shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ B.2.1.10 **Certificates of Insurance.** The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1.

The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

**§ B.2.2 Performance Bond and Payment Bond**

The Design-Builder shall provide surety bonds as follows:  
(Specify type and penal sum of bonds.)

| Type | Penal Sum (\$0.00) |
|------|--------------------|
| N/A  | N/A                |

**§ B.2.2.1** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

**ARTICLE B.3 OWNER'S INSURANCE**

**§ B.3.1 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

**§ B.3.2 Property Insurance**

**§ B.3.2.1** Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

**§ B.3.2.1.1** The insurance required under Section B.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

**§ B.3.2.1.2** If the insurance required under Section B.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

**§ B.3.2.1.3** The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ B.3.2.1.4** Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**§ B.3.2.2 Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

**§ B.3.2.3** If the Owner does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

**§ B.3.2.4 Loss of Use Insurance.** At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.

**§ B.3.2.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section B.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ B.3.2.6** Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article B.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

**§ B.3.2.7 Waivers of Subrogation.** The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 5.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ B.3.2.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section B.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

**§ B.3.2.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against

proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

**§ B.3.2.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### **ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

None.

# MAMMOTH

## EXHIBIT A SCOPE OF SERVICES

### City of York, NE Levitt Stadium Upgrades Phase 1 - Design and Engineering Services Prior to Design-Build Amendment

This Exhibit A is incorporated into the Standard Form of Agreement Between Owner and Design-Builder dated this \_\_\_\_\_ day of November, 2023.

Between the Owner:

**City of York, Nebraska  
100 E 4th Street  
York, NE 68467**

and the Design-Builder:

**Mammoth Sports Construction, LLC (“Mammoth”)  
601 E Wyandotte St  
Meriden, KS 66512**

for the following Project:

### **Improvements to Levitt Stadium in York, NE**

#### Scope of Services

Mammoth will begin from the Phase 1 Design Scope to provide Design and Engineering Services for final improvements located at Levitt Stadium in York, NE. Amenities are indicated per the attached:

1. Retaining wall
2. Ramp to Football Field
3. ADA access to restrooms
4. Chain-link and Athletic Fencing
5. Bleacher design and modifications to existing Grandstand ramp and stairs
6. New ambulance access and drive to football field
7. Turf at existing batting tunnel
8. CMU dugouts
9. Bullpens
10. Athletic Equipment
11. Site drainage needs



---

**MAMMOTHBUILT.COM**

601 E. Wyandotte Street, Meriden, KS 66512  
101 S. Phillips Avenue, Suite 203, Sioux Falls, SD 57104  
8813 Penrose Lane, Suite 200, Lenexa, KS 66219

**DO SOMETHING BIG**

# MAMMOTH

Mammoth will provide the following:

1. Design and engineering services to document the improvements at Levitt Stadium
2. Coordinate with local Authorities having Jurisdiction to determine required design standards and align with building permit requirements.
3. Provide Design-Build Construction Documents defining work to be completed. Construction Documents to include:
  - a. General Project Notes.
  - b. Site plans.
  - c. Stormwater and Site Utility plans to include Stormwater, Sanitary, Water and Electrical.
  - d. Enlarged Floor plans where required.
  - e. Elevations and Building Sections where required.
  - f. Equipment and site accessory layouts.
  - g. Project Details as required.
  - h. Project Specifications.
  - i. Additional drawings may be added as required to document scope of work.
4. Coordinate with Mammoth Construction Operations staff through construction schedule.

Final Construction Contract Clarifications defining Design-Build scope of work, construction schedule, project costs and potential alternates to be finalized by separate Design-Build amendment.

## Fee for Design and Engineering Services

Total Design and Engineering Fees \$75,000.00

Initial Design and Engineering Fees (\$30,000.00)

**York, NE Levitt Stadium Improvements Phase 1 \$45,000.00**

Direct Expenses incurred by Mammoth are to be billed direct to Owner separate from Design and Engineering Fees.

## Anticipated Schedule

Design to commence upon contract execution with an anticipation of completion in 12-14 weeks. Upon commencement of design, a project schedule including design, permitting and construction durations will be issued to finalize milestones. Delays in scope decisions may result in extension to design timeline.



**MAMMOTHBUILT.COM**

601 E. Wyandotte Street, Meriden, KS 66512  
101 S. Phillips Avenue, Suite 203, Sioux Falls, SD 57104  
8813 Penrose Lane, Suite 200, Lenexa, KS 66219

**DO SOMETHING BIG**

# MAMMOTH

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

---

**City of York, NE** *(Signature)*

---

**Barry Redfern, Mayor**

*(Printed name and title)*

---

**Mammoth Sports Construction, LLC** *(Signature)*

---

**Jacob P. Farrant, CEO**

*(Printed name and title)*



**MAMMOTHBUILT.COM**

601 E. Wyandotte Street, Meriden, KS 66512  
101 S. Phillips Avenue, Suite 203, Sioux Falls, SD 57104  
8813 Penrose Lane, Suite 200, Lenexa, KS 66219

**DO SOMETHING BIG**

RESOLUTION 2023-32

WHEREAS, the City sponsors a retirement plan known as the City of York, Nebraska 457(b) Deferred Compensation Plan (the "Plan");

WHEREAS, MissionSquare is the current Trustee of the Plan; and

WHEREAS, the Mayor and City Council have determined that it would be in the best interests of the Participants and Beneficiaries of the Plan: (a) to remove MissionSquare as Trustee of the Plan, effective January 1, 2024, and the City has provided notice to MissionSquare of such removal; and (b) appoint Union Bank & Trust Company ("Union Bank") to act as Successor Trustee of the Plan effective January 1, 2024;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF YORK, NEBRASKA that MissionSquare is removed as Trustee of the Plan effective January 1, 2024, and the Union Bank & Trust Company is appointed to serve as the Successor Trustee of the Plan effective January 1, 2024.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Council Member \_\_\_\_\_ introduced the foregoing Resolution and moved its adoption.

Seconded by: Council Member \_\_\_\_\_

Roll Call: Ayes: \_\_\_\_\_  
\_\_\_\_\_

Nays: \_\_\_\_\_  
\_\_\_\_\_

The Resolution was then declared Passed / Not Passed.

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

ATTEST:

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

For Official Use

Date Received 11/13/2023

Date of Review \_\_\_\_\_

\_\_\_ Approved \_\_\_ Denied

# Application for Expedited Review of Community Redevelopment Plan Tax Increment Financing (TIF) Project

|  |                     |
|--|---------------------|
| County Name<br><u>York</u>   | City<br><u>York</u> |
| Redeveloper (Owner)<br><u>Brandon Skelton</u>                      |                     |
| Redevelopment Project Name   |                     |
| Parcel Number<br><u>930057678</u>                                  |                     |
| Application Date of the Expedited Redevelopment<br><u>11-10-23</u> |                     |

|  |
|--|
| 1. What are the existing uses and condition of the property within the redevelopment project area?<br><u>Vacant and dilapidated</u>  |
| 2. What are the proposed uses of the property within the redevelopment project area?<br><u>Restore the property to livable condition and use as rental</u>   |
| 3a. Has the structure been within the corporate limits of the city for at least sixty years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>   |
| 3b. If the project includes the redevelopment of a vacant lot that is within the corporate limits of the city, has that lot been platted for at least sixty years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 4. What is the current assessed value of the property within the redevelopment project area?<br><u>74,225</u>  |
| 5. What the increase in the assessed value of the property within the redevelopment project area that is estimated to occur as a result of the redevelopment project?<br><u>452,972</u>  |
| 6. Will the redevelopment project be financed in whole or in part through the division of taxes as provided in section 18-2147? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                                    |
| 7. What are the agreed-upon costs of the redevelopment project? <u>\$ 178,360</u>  |

 11-10-23  
 Redeveloper's Signature Date

**Upon completion of this form, the redeveloper must provide the original  
to the City or Community Redevelopment Authority.**

*(see form instructions on reverse)*

For Official Use

Date Received 11/13/2023

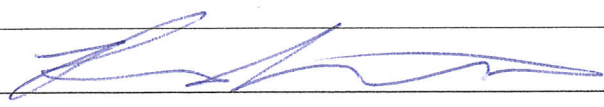
Date of Review \_\_\_\_\_

\_\_\_Approved \_\_\_Denied

# Application for Expedited Review of Community Redevelopment Plan Tax Increment Financing (TIF) Project

|  |                     |
|--|---------------------|
| County Name<br><u>York</u>   | City<br><u>York</u> |
| Redeveloper (Owner)<br><u>Brandon Skelton</u>                      |                     |
| Redevelopment Project Name   |                     |
| Parcel Number<br><u>930057589</u>                                  |                     |
| Application Date of the Expedited Redevelopment<br><u>11-10-23</u> |                     |

|  |
|--|
| 1. What are the existing uses and condition of the property within the redevelopment project area?<br><u>Vacant and Dilapidated</u>  |
| 2. What are the proposed uses of the property within the redevelopment project area?<br><u>Restore the property to livable condition and use as rental</u>   |
| 3a. Has the structure been within the corporate limits of the city for at least sixty years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>   |
| 3b. If the project includes the redevelopment of a vacant lot that is within the corporate limits of the city, has that lot been platted for at least sixty years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 4. What is the current assessed value of the property within the redevelopment project area?<br><u>40,545</u>  |
| 5. What the increase in the assessed value of the property within the redevelopment project area that is estimated to occur as a result of the redevelopment project?<br><u>94,275</u>   |
| 6. Will the redevelopment project be financed in whole or in part through the division of taxes as provided in section 18-2147? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                                    |
| 7. What are the agreed-upon costs of the redevelopment project? <u>\$ 43,400</u>   |

 11-10-23  
 Redeveloper's Signature Date

Upon completion of this form, the redeveloper must provide the original  
to the City or Community Redevelopment Authority.

(see form instructions on reverse)

For Official Use

Date Received 11/13/2023

Date of Review \_\_\_\_\_

\_\_\_ Approved \_\_\_ Denied

# Application for Expedited Review of Community Redevelopment Plan Tax Increment Financing (TIF) Project

|  |                     |
|--|---------------------|
| County Name<br><u>York</u>   | City<br><u>York</u> |
| Redeveloper (Owner)<br><u>Brandon Skelton</u>                      |                     |
| Redevelopment Project Name   |                     |
| Parcel Number<br><u>930058186</u>                                  |                     |
| Application Date of the Expedited Redevelopment<br><u>11-10-23</u> |                     |

|  |
|--|
| 1. What are the existing uses and condition of the property within the redevelopment project area?<br><u>Vacant and dilapidated</u>  |
| 2. What are the proposed uses of the property within the redevelopment project area?<br><u>Restore the property to livable condition use as rental.</u>  |
| 3a. Has the structure been within the corporate limits of the city for at least sixty years? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>   |
| 3b. If the project includes the redevelopment of a vacant lot that is within the corporate limits of the city, has that lot been platted for at least sixty years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 4. What is the current assessed value of the property within the redevelopment project area?<br><u>47,507</u>  |
| 5. What the increase in the assessed value of the property within the redevelopment project area that is estimated to occur as a result of the redevelopment project?<br><u>114,665</u>  |
| 6. Will the redevelopment project be financed in whole or in part through the division of taxes as provided in section 18-2147? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                                    |
| 7 What are the agreed-upon costs of the redevelopment project? <u>45,581</u> \$ <u>45,581</u>  |

[Signature] 11-10-23  
 Redeveloper's Signature Date

**Upon completion of this form, the redeveloper must provide the original  
to the City or Community Redevelopment Authority.**

*(see form instructions on reverse)*