

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, March 21, 2024
5:30 PM

THE OPEN MEETINGS ACT IS POSTED ON THE EAST WALL OF THE COUNCIL
CHAMBERS

Public participation in City Council meetings follows the rules established in the City of York Ordinances and the state Open Meetings Act. Per City of York code (2-32-a), the presiding officer allows public participation during council meetings on any matter on the council agenda. Comments are not allowed on any item that is not on the agenda to ensure full transparency of discussion items to the public before the meeting.

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 March 14, 2024
3. Pledge of Allegiance
4. Roll Call
5. Minutes of the March 7, 2024 meeting
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$1,594.88
 - 6.2. Claim for Jeff Pieper of Pieper's Inc. in the amount of \$83,745.38
 - 6.3. Claim for Stephen Postier of the York County Development Corporation in the amount of \$28.00
7. Claims for the period of March 8 through March 21, 2024
8. Department Activities Reports for the month of February 2024
9. Approve Cash Balances for the month of February 2024
10. City Administrator Report
11. Dan Kerns with Schemmer to present to the Council on the Fire Station Schemata

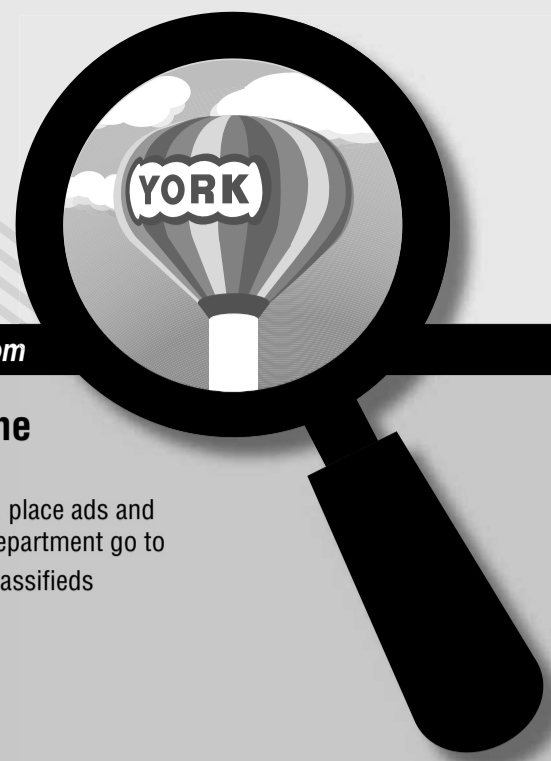
12. Consider approval of a special designated license application filed by the Greater York Area Chamber of Commerce for a tasting event at the Kilgore Memorial Library, 520 N. Nebraska Ave, on May 2, 2024
13. Consider approval of a request for contract amendment for the CDBG #21-DTR-014 grant to extend the original end contract date from April 25, 2024 to October 25, 2024
14. Consider approval of the Design-Build Agreement Exhibit C, the construction contract including a base construction scope of work, with Mammoth Sports Construction LLC for the improvements to Levitt Stadium, in the amount of \$2,817,450.00, with \$100/day liquidated damages if not substantially completed by August 9, 2024
15. Consider approval of adding one alternative included with Exhibit C, to supply and install a 750-seat bleacher section with an increased (+/-) 1200 square foot bleacher pad, with Mammoth Sports Construction LLC for the amount of \$97,682.00
16. Public hearing on City of York One & Six Year Street Improvement Program:
 - 16.1. Consider approval of Resolution 2024-6 - City of York One and Six Year Street Improvement Program
17. Consider approval of Resolution 2024-7 - to declare certain city property surplus and authorizing disposition of surplus property
18. Consider approval of Resolution 2024-8 - the structure located at 55 S. Platte Ave, York, is determined to be unsafe or unfit for human occupancy because there exists violations of the International Property Maintenance Code adopted by the City
19. Consider approval of Resolution 2024-9 - the structure located at 803 N. York Ave, York, is determined to be unsafe or unfit for human occupancy because there exists violations of the International Property Maintenance Code adopted by the City
20. Consider approval of Resolution 2024-10 - the structure located at 1631 N. York Ave, York, is determined to be unsafe or unfit for human occupancy because there exists violations of the International Property Maintenance Code adopted by the City
21. Third Reading:

Ordinance No. 2363 - Annexation of Irregular Tract No. 11 in the Northwest Quarter (NW 1/4) of Section Nineteen (19), Township Ten (10) North, Range Two (2) West of the 6th P.M. in York County, Nebraska; less and except Lots 1 and 3, H & R Addition to the City of York and less and except Lot 1 H & R 2nd Addition to the City of York, all York County, Nebraska.

 - 21.1. Passage of Ordinance No. 2363

22. Ordinance No. 2367 - Approve sale of real estate described as Lot 12, Block 19, New York Addition, City of York, York County to Oscar Marin
 - 22.1. Suspend the rules on Ordinance No. 2367
 - 22.2. Passage of Ordinance No. 2367
23. Public hearing on preliminary and final plat:
 - 23.1. Irregular Tracts 12 and 13, part of the Northwest Quarter of Section 19, Township 10 North, Range 2 West, City of York, York County, Nebraska
24. Adjournment

Classifieds



www.YorkNewsTimes.com



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



Publishing Deadlines

| | |
|-------------------|--------------------|
| For ads Appearing | Call Before |
| Tuesday..... | Friday at 11:00 |
| Wednesday..... | Monday at 11:00 |
| Thursday..... | Tuesday at 11:00 |
| Friday..... | Wednesday at 11:00 |
| Saturday..... | Thursday at 11:00 |
| ADvantage..... | Thursday at 11:00 |



Get Online

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

Employment
yntjobseekers.com

0099 LEGALS

NOTICE 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, March 19, 2024.

The York County Board of Commissioners will meet on Tuesday, March 19, 2024 at the Board of Equalization at 9:30 a.m.

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

Kelly Turner
County Clerk
York County, Nebraska
March 14, 2024 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, March 21, 2024 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
March 14, 2024 ZNEZ

NOTICE OF PUBLIC MEETING

The Upper Big Blue Natural Resources District will hold the Board of Directors meeting on Thursday, March 21, 2024, 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.
March 14, 2024 ZNEZ

VILLAGE OF GRESHAM, NEBRASKA

LEGAL NOTICE

The Village of Gresham, Nebraska, has declared its intention by Resolution to offer for sale the following described real property, to wit:

LOT 9 AND THE SOUTH HALF OF LOT 10, BLOCK 27, ORIGINAL TOWN OF GRESHAM, YORK COUNTY, NEBRASKA,

owned by it to Eric Goos, for the total consideration of \$4,000.00. Eric Goos shall pay cash or certified funds at closing and that the Village will provide buyer a Deed; that buyer will pay the filing fee relating to filing the Deed(s).

Dated this 5th day of March, 2024.

Donna Bryant, Village Clerk
March 14, 21, 28, 2024 ZNEZ

NOTICE OF TRUSTEE'S SALE

TO WHOM IT MAY CONCERN:

You are hereby notified that the following-described property will be sold at public auction to the highest bidder at the main entrance doors of the York County Courthouse, 510 N. Lincoln Ave., York, York County, Nebraska on April 16, 2024 at 1:15 p.m.:

The South Half of the Northeast Quarter (S 1/2 Ne 1/4) of Section (7), Township Eleven (11) North, Range Two (2) West of the 6th P.M., in York County, Nebraska.

The highest bidder will be required to deliver to the representative of the Trustee the total amount of the purchase price at the time of sale, except this requirement is waived when the highest bidder is the Beneficiary. This sale is subject to real estate taxes, special assessments, unpaid water charges, any prior liens, and easements, covenants, and restrictions of record. The purchaser shall be responsible for all applicable fees and taxes.

0099 LEGALS

including the documentary stamp tax. This property is sold "as is" and this sale is made without any warranties as to title or condition of the property.

MIDWEST BANK, NA, Trustee.
By /s/ Ronald E. Temple One of Its Attorneys, #20625 FITZGERALD, VETTER, TEMPLE, BARTELL & HENDERSON
1002 Riverside Blvd., Suite 200
P.O. Box 1407
Norfolk, NE 68702-1407
Tel.: (402) 371-7770
Email: rtemple@fvlawyers.com
March 7, 14, 21, 28 April 4, 2024 ZNEZ

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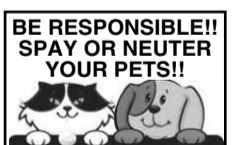
MIDWEST BANK, NA, Trustee.
By /s/ Ronald E. Temple One of Its Attorneys, #20625 FITZGERALD, VETTER, TEMPLE, BARTELL & HENDERSON
1002 Riverside Blvd., Suite 200
P.O. Box 1407
Norfolk, NE 68702-1407
Tel.: (402) 371-7770
Email: rtemple@fvlawyers.com
March 7, 14, 21, 28 April 4, 2024 ZNEZ

0300 MERCHANDISE

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

0355 Pets & Supplies

BE RESPONSIBLE!! SPAY OR NEUTER YOUR PETS!!



0400 FARMERS MARKET

"Top dollar paid for aluminum irrigation pipe. We pick up. We pay cash. 402-433-5413.

0435 Feed/Seed & Supplies

We are buying damaged corn. We will load it and haul it. 316-640-3203

0970 Pickups, 4x2 or 4x4

2004 Cadillac Flash Escade EX Blue tires and paint Previously Salvaged Title. ASking \$5,500 \$170,800 402-984-0355 Seriously inq. only

NOT SOMETHING FOR SALE!
GET IT IN WRITING.
York News-Times

0991 Minivans, Buses, Vans



'16 Chrysler Town and Country Touring-L, 3rd row seat, Sto-N-Go seats, Heat and air, cruise, power windows and locks. 97k miles.

\$14,995

Call Tim at 308-624-0055 or Kerwyn 308-390-8925



'16 Dodge Grand Caravan SE Mini-Van, Stow N-Go seats, middle row is a bench seat, fairly new tires. 103k

\$13,995

Call Tim at 308-624-0055 or Kerwyn 308-390-8925



'19 Kia Sorento SX Limited V6 AWD, 3.3l V6, Power windows and locks, Cruise, AWD and fairly newer tires, 59k miles

\$25,995

Call Tim at 308-624-0055 or Kerwyn 308-390-8925



0995 Autos for Sale or Lease



'12 Chevrolet Impala LT Fleet, 3.6l motor, power windows and locks, fairly newer tires, Great fuel mileage. 139k miles.

\$8,495

Call Tim at 308-624-0055 or Kerwyn 308-390-8925



'18 Chevrolet Silverado 1500 LTZ with a 5.3l V8, 4X4 4dr Crew Cab 5.8 ft. SB, back up camera, power windows, locks, Tilt steering, Navigation, heated and air conditioning seats. 37k miles.

\$38,995

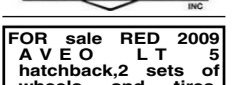
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



07 Ford F-150 XLT 4 dr SuperCab 4WD Styleside 6.5 ft., Power Windows and locks, 142k miles.

\$10,295

Call Tim at 308-624-0055 or Kerwyn 308-390-8925



FOR sale RED 2009 AVEO LT 5 hatchback, 2 sets of wheels and tires, 79000 miles tranny fluid changed at 50k. 3700 dollars phone 3086272920 Ravena, ne. after 10 am.



'18 Ford Fusion Titanium, power windows and locks, tilt wheel, cruise, Audio controls, AM FM radio, CD sync system USB, Blue Tooth, MP3 Player, Factory sub woofer, Good tires, sunroof, 16" spoke alloy wheels, 78k miles

\$10,495

Call Tim at 308-624-0055 or Kerwyn 308-390-8925



Looking for extra spending money. Come join our team at the Geneva VFW. Needing a part-time bartender starting asap, could possibly turn into more hours. For an application stop in after 4:00pm and ask for Erv.



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.

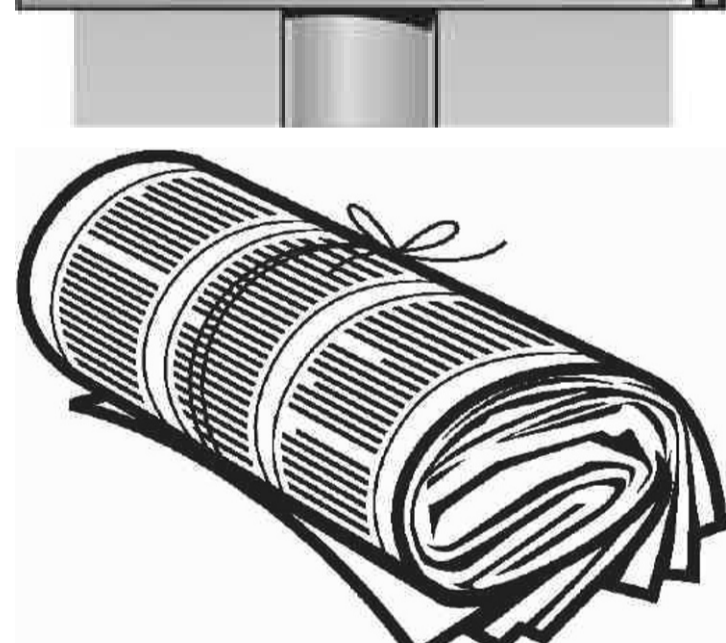


WE ARE OPEN!
York Adopt-A-Pet
New Shelter Visiting Hours
Thursday - Saturday Noon-3:00pm
Appointments can be made for other days and times by calling the shelter at 402-362-3964.
You can view our pets on: yorkadoptapet.com

MOOve it Faster with the Classifieds.



York News-Times
www.yorknewstimes.com



REGULAR MEETING
CITY COUNCIL – YORK, NEBRASKA
March 7, 2024
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: Absent, Matt Wagner: Present. The following City Officials were present: City Administrator Dr. Sue Crawford, Police Chief Ed Tjaden, Asset Manager/Planning Director, Parks & Rec Director Cheree Folts and City Clerk Amanda Ring.

Notice of this meeting was given in advance thereof by publication in the York News Times on February 29, 2024, 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 February 15, 2024 meeting. Ayes with a motion by Jennifer Sheppard and a second by Stephen Postier. Jerry Wilkinson: Absent, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: 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 \$1,119.48. Ayes with a motion by Stephen Postier and a second by Matt Wagner. Jerry Wilkinson: Absent, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Abstain (With Conflict), Jennifer Sheppard: Yea, Stephen Postier: Yea, Matt Wagner: Yea.

Motion to approve the claim of Jeff Pieper of Pieper's Inc. in the amount of \$237.96. Ayes with a motion by Stephen Postier and a second by Matt Wagner. Jerry Wilkinson: Absent, Jeff Pieper: Abstain (With Conflict), Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: 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 Jennifer Sheppard and a second by Matt Wagner. Jerry Wilkinson: Absent, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Abstain (With Conflict), Matt Wagner: Yea.

Claims

Motion to approve the claims for February 16, 2024 through March 7, 2024. Ayes with a motion by Stephen Postier and a second by Matt Wagner. Jerry Wilkinson: Absent, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Matt Wagner: Yea.

City Administrator Report

Dan Aude, Asset Manager/Planning Director, gave an update to the Council regarding nuisance properties. He shared how public works and the police department work together to make progress on these projects. Before and after pictures were shown for properties that have been cleaned up. He informed them that there would be three houses coming for approval of condemnation at the next

council meeting, March 21st. He then answered questions from the Council about the next steps forward in the condemnation process.

#21-DTR-014 Facade Improvement Program Updates

Madonna gave an update on the two #21-DTR-014 projects and why the approval of contractors is necessary.

Motion to approve the #21-DTR-014 Facade Improvement Program to Dose Management LLC, 623 N. Grant Avenue, for paint and tuck pointing, in the amended amount of \$55,400. Ayes with a motion by Stephen Postier and a second by Tony North. Jerry Wilkinson: Absent, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Matt Wagner: Yea.

Motion to approve the #21-DTR-014 Facade Improvement Program to the York Dance Center, 415 Platte Ave, for removal/repair of stucco, in the amended amount of \$31,837.00. Ayes with a motion by Jeff Pieper and a second by Scott Van Esch. Jerry Wilkinson: Absent, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Matt Wagner: Yea.

Second Ordinance No. 2363

This was the second reading for Ordinance No. 2363 for the annexation of Irregular Tract No. 11 in the Northwest Quarter (NW 1/4) of Section Nineteen (19), Township Ten (10) North, Range Two (2) West of the 6th P.M. in York County, Nebraska; less and except Lots 1 and 3, H & R Addition to the City of York and less and except Lot 1 H & R 2nd Addition to the City of York, all York County, Nebraska. The third reading will be March 21, 2024.

Hannah Epp addressing Council regarding Project Access York

Hannah Epp addressed the Council with her questions and concerns about Project Access York and Resolution 2024-5. She presented her thoughts to the Council regarding the pedestrian trail and posed many questions concerning clarification of the locations of parts of the trail, when and if property owners will be notified, if the council has been provided acceptable information regarding project design, if they feel comfortable with the project designs and more. Brandon Lehman addressed the Council and shared his concerns and questions regarding the lighting on the trail, snow control, tree removal, and ADA accessibility and more. Dalane Epp questioned how many pedestrians walked to and from the interstate and what the projected number will be after the trail is constructed, why put it in a poorly visible area with low accessibility, if law enforcement has been contacted regarding the impact these trails may have and when those conversations would have taken place. Ryan Gieck also made a statement to the Council with his concerns. The questions were documented to be answered at a later time. The Mayor thanked everyone for their comments and questions.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 6:07 o'clock p.m.

Amanda Ring, City Clerk

Barry Redfern, Mayor

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

SORTED BY VENDOR

| VENDOR | NAME | NO# INVOICES | TOTAL AMOUNT | 1099 | G/L ACCT NO# | G/L NAME | G/L AMOUNT |
|----------|----------------------------|-----------------|-----------------|------|-----------------|--|---------------|
| 01-00010 | GALE | 1 | 187.43 | | N | | |
| 01-00090 | THE HOME DEPOT PRO | 2 | 563.77 | | N | | |
| 01-00110 | MATHESON TRI-GAS | 1 | 137.32 | | N | | |
| 01-00120 | JACKSON SERVICES INC | 9 | 551.88 | | N | | |
| 01-00200 | NEBRASKA MACHINERY CO | 1 | 1,762.46 | | N | | |
| 01-00210 | EAKES OFFICE PLUS | 2 | 149.14 | | N | | |
| 01-00290 | NORTH PRINTING & OFFICE S* | 11 | 1,594.88 | | N | | |
| 01-00340 | BOUND TREE MEDICAL LLC | 3 | 554.78 | | N | | |
| 01-00360 | CITY OF YORK | 3 | 6,331.01 | | N | | |
| 01-00540 | GLOBAL TECH, INC. | 4 | 2,226.23 | | N | <i>police / ballfield / city hall / library</i> | |
| 01-00630 | MUNICIPAL SUPPLY OF NE | 1 | 309.33 | | N | | |
| 01-00640 | NEBRASKA PUBLIC POWER DIS | 1 | 32,140.49 | | N | | |
| 01-00650 | NE LAW ENFORCEMENT TRAIN | 1 | 150.00 | | N | | |
| 01-00750 | PIEPERS INC * | 6 | 83,745.38 | | N | <i>lead line replacement \$57K; collection system projects \$20K</i> | |
| 01-00780 | PRESTO X COMPANY | 10 | 563.57 | | N | | |
| 01-00800 | BURST, LLC | 9 | 206.04 | | N | | |
| 01-00911 | CORNERSTONE INS GROUP | 1 | 603,778.00 | | N | <i>Annual insurance policy - property, liab, work comp, etc.</i> | |
| 01-00960 | GRAINGER | 1 | 531.70 | | N | | |
| 01-01050 | MICROFILM IMAGING SYSTEMS | 1 | 120.00 | | N | | |
| 01-01090 | BAKER & TAYLOR, INC | 4 | 1,504.82 | | N | | |
| 01-0120 | RANDY BARNES | 1 | 40.00 | | N | | |
| 01-01290 | GRAND CENTRAL FOODS, INC. | 3 | 59.81 | | N | | |
| 01-01330 | JLC, INCORPORATED | 1 | 12.11 | | N | | |
| 01-01420 | NE CHILD SUPPORT PAYMENT | 1 | 259.04 | | N | | |
| 01-01470 | SERVI-TECH LABORATORIES | 3 | 294.00 | | N | | |
| 01-01490 | NE DEPT OF REVENUE | 2 | 8,991.17 | | N | | |
| 01-01640 | INTERNAL REVENUE SERVICE | 4 | 50,773.49 | | N | | |

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

SORTED BY VENDOR

| VENDOR | NAME | NO# INVOICES | TOTAL AMOUNT | 1099 | G/L ACCT NO# | G/L NAME | G/L AMOUNT |
|----------|-----------------------------|-----------------|-----------------|------|-----------------|---|---------------|
| 01-01650 | UNION BANK | 9 | 33,919.19 | | N | | |
| 01-01841 | CORNERSTONE BANK TRUST | 3 | 221,960.63 | | N | <i>Bond interest LB357- ballpark, comm ctr/auditorium, and new fire station (parks)</i> | |
| 01-02010 | YORK EQUIPMENT, INC. | 1 | 159.17 | | N | | |
| 01-02040 | YORK NEWS-TIMES | 1 | 394.99 | | N | | |
| 01-02170 | MIDWEST TURF & IRRIGATION | 1 | 295.56 | | N | | |
| 01-02200 | JACK'S UNIFORMS & EQUIP | 1 | 146.89 | | N | | |
| 01-02230 | MCCORMICK HEATING & AC | 2 | 270.00 | | N | | |
| 01-02500 | YORK FARM SUPPLY LLC | 2 | 786.50 | | N | | |
| 01-02530 | PEPSI COLA OF LINCOLN/ TO | 4 | 2,488.60 | | N | | |
| 01-02560 | CITYSERVICEVALCON LLC | 1 | 4.66 | | N | | |
| 01-02620 | LEAGUE OF NEBRASKA MUNICI | 2 | 630.00 | | N | | |
| 01-02650 | O'REILLY AUTO PARTS | 1 | 35.84 | | N | | |
| 01-02790 | SOUTHEAST COMM COLLEGE | 1 | 6,340.00 | | N | <i>Fire dept classes</i> | |
| 01-0321 | NICHOLAS W SHUMWAY | 1 | 298.82 | | N | | |
| 01-03240 | YORK COUNTY DEVELOPMENT C * | 1 | 28.00 | | N | | |
| 01-03530 | BUTLER CO LANDFILL. INC. | 2 | 1,823.97 | | N | <i>landfill tire disposal</i> | |
| 01-04240 | NE DEPT OF REVENEUE | 1 | 17.35 | | N | | |
| 01-05310 | SAPP BROTHERS PETROLEUM, | 3 | 286.09 | | N | | |
| 01-05600 | YORK GENERAL HOSPITAL | 1 | 149.00 | | N | | |
| 01-06230 | NEBRASKA FIRE SPRINKLER C | 1 | 385.00 | | N | | |
| 01-06410 | CASH-WA DISTRIBUTING | 3 | 1,317.83 | | N | | |
| 01-06630 | FASTENAL | 2 | 17.35 | | N | | |
| 01-06800 | NSVFA | 1 | 160.00 | | N | | |
| 01-09090 | WINDSTREAM | 1 | 45.16 | | N | | |
| 01-09110 | HY-TEC AUTO SERVICE | 1 | 280.80 | | N | | |
| 01-1 | MISCELLANEOUS VENDOR | 1 | 35.00 | | N | <i>outdoor pool refund</i> | |
| 01-10110 | BADGER METER INC | 1 | 372.30 | | N | | |

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

SORTED BY VENDOR

| VENDOR | NAME | NO# INVOICES | TOTAL AMOUNT | 1099 | G/L ACCT NO# | G/L NAME | G/L AMOUNT |
|----------|---------------------------|-----------------|-----------------|------|-----------------|--|---------------|
| 01-10840 | TOTAL ADMINISTRATIVE SERV | 2 | 4,112.58 | | N | | |
| 01-11160 | ADAM BATTERTON | 1 | 40.00 | | Y | | |
| 01-11190 | MEAD LUMBER & RENTAL | 1 | 46.99 | | N | | |
| 01-11220 | PAUL DAVIS RESTORATION & | 1 | 450.00 | | N | | |
| 01-11450 | HEIDI GREGG | 1 | 36.18 | | N | | |
| 01-14410 | LINCOLN WINWATER WORKS | 4 | 4,381.58 | | N | <i>Water & Sewer invoices</i> | |
| 01-14470 | FARMERS COOPERATIVE | 1 | 25.00 | | N | | |
| 01-14820 | CHRIS MULINIX | 1 | 10.00 | | Y | | |
| 01-15170 | ULINE | 1 | 434.28 | | N | | |
| 01-15560 | TRUCK CENTER | 2 | 1,772.37 | | N | | |
| 01-15670 | HOA SOLUTIONS INC | 1 | 77.88 | | N | | |
| 01-15900 | ARAMARK UNIFORM SERVICE | 1 | 178.37 | | N | | |
| 01-15940 | MED-TECH RESOURCE INC | 3 | 2,256.48 | | N | | |
| 01-15980 | HDR ENGINEERING INC | 2 | 2,902.33 | | N | | |
| 01-16930 | BRUCE WAGNER | 1 | 140.00 | | Y | | |
| 01-17390 | BENJAMIN J QUICK | 1 | 110.00 | | Y | | |
| 01-17730 | BLACKSTONE | 1 | 32.55 | | N | | |
| 01-17960 | WILLIAM LEE LUNDY | 1 | 70.00 | | Y | | |
| 01-19320 | CCS PRESENTATION SYSTEM | 1 | 841.00 | | N | | |
| 01-19370 | NE TECHNOLOGY & TELECOMMU | 2 | 141.42 | | N | | |
| 01-19890 | STANEK FIRE PROTECTION | 1 | 266.00 | | N | | |
| 01-19940 | OVERDRIVE INC | 2 | 1,076.89 | | N | | |
| 01-21290 | CATERPILLAR FINANCIAL SER | 1 | 50,502.87 | | N | <i>motor grader annual payment #3 of 4</i> | |
| 01-21320 | CULLIGAN | 1 | 45.50 | | N | | |
| 01-22050 | HEAVY METAL SUPPLY CO | 3 | 395.38 | | N | | |
| 01-22660 | SPECTRUM ENTERPRISE | 1 | 11.22 | | N | | |
| 01-22790 | SITE ONE LANDSCAPE SUPPLY | 3 | 9,168.43 | | N | <i>Soccer goals, complex maintenance and chemicals</i> | |

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

SORTED BY VENDOR

| VENDOR | NAME | NO# INVOICES | TOTAL AMOUNT | G/L 1099 ACCT NO# | G/L NAME | G/L AMOUNT |
|----------|---------------------------|------------------|-----------------|-------------------------|---|---------------|
| 01-24440 | QUALITY SOUND & COMMUNICA | 1 | 35.00 | Y | | |
| 01-25650 | CARDMEMBER SERVICE | 1 | 10,075.21 | N | <i>detail attached</i> | |
| 01-26010 | SOARIN GROUP | 1 | 717.00 | N | | |
| 01-26300 | CENTRAL STATES HYDRAULIC | 1 | 454.20 | N | | |
| 01-26330 | QUICK MED CLAIMS | 1 | 5,391.38 | N | | |
| 01-26670 | MIDWEST ALARM SERVICES | 1 | 91.38 | N | | |
| 01-27210 | MIDWEST AUTO PARTS INC. | 1 | 75.86 | N | | |
| 01-27490 | SUE CRAWFORD | 1 | 293.48 | N | <i>mileage - conference</i> | |
| 01-27510 | KIESLER POLICE SUPPLY | 2 | 1,441.52 | N | <i>ammunition - Police Dept.</i> | |
| 01-27730 | BENJAMIN FRANCISCO | 1 | 90.00 | Y | | |
| 01-27930 | KLEIN'S BLUE RIVER POWER | 1 | 101.59 | N | | |
| 01-27990 | HANS JOHNSON | 1 | 20.00 | Y | | |
| 01-28000 | FRANK J BILLINGTON IV | 2 | 215.00 | Y | | |
| 01-28080 | FIRST NATIONAL COMPANY | 1 <i>MONTHLY</i> | 1,000.00 | N | <i>museum rent</i> | |
| 01-28250 | DUSTIN JOHNSON | 1 | 2,330.35 | N | <i>landfill - replaced door</i> | |
| 01-28510 | LEE ENT ADVERTISING | 1 | 734.95 | N | | |
| 01-28540 | AMAZON BUSINESS | 5 | 393.79 | N | | |
| 01-28750 | ERIC DAVIS | 1 | 30.00 | Y | | |
| 01-29270 | ALLO | 1 | 109.50 | N | | |
| 01-29290 | JEFF BROWN | 1 | 234.18 | N | | |
| 01-29500 | AT & T MOBILITY | 1 | 185.56 | N | | |
| 01-29610 | BENEFIT PLANS ADMINISTRAT | 1 | 800.00 | N | | |
| 01-30150 | CARRIE REMMERS | 6 | 995.22 | N | | |
| 01-30230 | STARLITE SUPPLIES INC | 1 | 1,342.24 | N | <i>Parker - chemicals and fertilizers</i> | |
| 01-30950 | ERIK W PETERSON | 1 | 20.00 | Y | | |
| 01-31030 | NANCY DAVIDSON | 1 | 30.00 | Y | | |
| 01-31040 | JUSTIN DAVIS | 1 | 60.00 | Y | | |

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

SORTED BY VENDOR

| VENDOR | NAME | NO# INVOICES | TOTAL AMOUNT | 1099 | G/L ACCT NO# | G/L NAME | G/L AMOUNT |
|-----------------------|---------------------------|-----------------|-----------------|------|-----------------|---|---------------|
| 01-31110 | CONNER RYAN LEWIS | 1 | 10.00 | | N | | |
| 01-31330 | FIRST NEBRASKA VOLUNTEERS | 1 | 300.00 | | N | | |
| 01-31340 | NE STATE PATROL | 1 | 1,495.25 | | N | <i>Access - use of State systems for information and accident reports</i> | |
| 01-31350 | FOCUS C3, PC | 1 | 750.00 | | Y | | |
| 01-31360 | SPORTS FIELD MANAGEMENT A | 1 | 130.00 | | N | <i>Pratt membership</i> | |
| *** REPORT TOTALS *** | | 220 | 1,179,664.51 | | | | |

Payroll 181,260.68

Total \$ 1,360,925.19

| Department Head Credit Card Detail | | | | | |
|------------------------------------|-----------|-------------------|----------------------------|---|-----------|
| Fund | Account | Dept | General Ledger Category | Vendor/Description | Amount |
| 10 | 4101-2510 | General - Admin | Education & Training | Cornhusker - parking for Mid Winter Conference - Ring | 10.00 |
| 10 | 4101-2510 | General - Admin | Education & Training | Express Carriage Park - parking for Mid Winter Conference - Ring | 5.00 |
| 10 | 4101-2510 | General - Admin | Education & Training | Marriott - lodging for Mid Winter Conference - Sheppard | 112.00 |
| 10 | 4101-2510 | General - Admin | Education & Training | Marriott - lodging for Mid Winter Conference - Wilkinson | 112.00 |
| 10 | 4101-2510 | General - Admin | Education & Training | Marriott - parking & lodging for Mid Winter Conference - Postier | 123.25 |
| 10 | 4101-2510 | General - Admin | Education & Training | NE Municipalities - Mid Winter Conference - Redfern | 500.00 |
| 10 | 4101-2510 | General - Admin | Education & Training | NE Municipalities - Mid Winter Conference - Ring & Northrop | 876.00 |
| 10 | 4101-2510 | General - Admin | Education & Training | NE Planning Conference 2024 - Sue Crawford | 235.00 |
| 10 | 4101-2510 | General - Admin | Education & Training | PayPal - CMC course for Amanda Ring | 60.00 |
| 10 | 4101-7910 | General - Admin | Dues & Subscriptions | Zoom - monthly subscription | 17.19 |
| 10 | 4101-8210 | General - Admin | Miscellaneous | GoodyPop - for York University students at Pellie's presentation | 20.00 |
| 10 | 4101-8410 | General - Admin | Office Supplies | USPS - certified mailing of evidence | 17.30 |
| 10 | 4104-2314 | Police Dept | Special Services | Baymont Inn Suites - special project to get all supervisors to same training - 2/25-3/1 Shumway | 364.00 |
| 10 | 4104-2314 | Police Dept | Special Services | Baymont Inn Suites - 2/18 - 2/23 Brown | 364.00 |
| 10 | 4104-2314 | Police Dept | Special Services | Baymont Inn Suites - 2/18 - 2/23 Shumway | 364.00 |
| 10 | 4104-2314 | Police Dept | Special Services | Baymont Inn Suites - 2/25 - 3/1 Brown | 364.00 |
| 10 | 4104-2314 | Police Dept | Special Services | USPS - certified letter | 8.73 |
| 10 | 4104-2510 | Police Dept | Education & Training | Americinn Ottumwa - refund from last month | (30.24) |
| 10 | 4104-2510 | Police Dept | Education & Training | PPCT Management Systems - (8) Use of Force student manuals, certificates - Recertify in-house instructor in defensive tactics to train department | 401.55 |
| 10 | 4104-8410 | Police Dept | Office Supplies | USPS - certified letter | 9.68 |
| 10 | 4104-8820 | Police Dept | Supplies | Amazon - standing desk desktop device; extension usb cables | 123.85 |
| 10 | 4201-7710 | Convention Center | Event Service Supplies | Table Linens for Less - table clips and skirting | 726.15 |
| 10 | 4201-7710 | Convention Center | Event Service Supplies | The Webstaurant Store - clear plastic utility scoops | 30.67 |
| 22 | 4221-2660 | Fire/Ambulance | Fire Prevention & Training | Board of Regents University - Dan Slocum EMS continuing education | 220.00 |
| 22 | 4222-2660 | Fire/Ambulance | Fire Prevention & Training | Clarion Events - classes for FDIC for Nickels & Lambert | 1,032.75 |
| 22 | 4222-2660 | Fire/Ambulance | Fire Prevention & Training | Cozy Suites - lodging for Nickels & Lambert at FDIC (fire dept instructor conference) in downtown Indianapolis | 3,073.00 |
| 22 | 4222-2660 | Fire/Ambulance | Fire Prevention & Training | Jimmy Johns - lunch for FF2 Class | 129.77 |
| 22 | 4222-2660 | Fire/Ambulance | Fire Prevention & Training | VRBO - Service fee for Nickels & Lambert lodging | 437.00 |
| 24 | 4241-2314 | Library | Service Contracts | Wall St Journal - subscription | 164.97 |
| 24 | 4241-2510 | Library | Education & Training | American Library Association - Deb Robertson class | 47.40 |
| 24 | 4241-2510 | Library | Education & Training | NE Library Association - Deb Robertson registration spring meeting | 35.00 |
| 24 | 4241-8770 | Library | Program Expenses | Walmart - Capri Sun, lava, kisses, ring pops, sugar cookies, etc. | 40.74 |
| 24 | 4241-8770 | Library | Program Expenses | Walmart - glitter, glue, Oreos, plastic cups, cotton, cello bags, etc. | 62.45 |
| 50 | 4501-6610 | Street Dept | Repairs - Parts | G Force - Building Inspector truck wash | 18.00 |
| | | | | | 10,075.21 |

DEPARTMENT REPORTS

February

2024

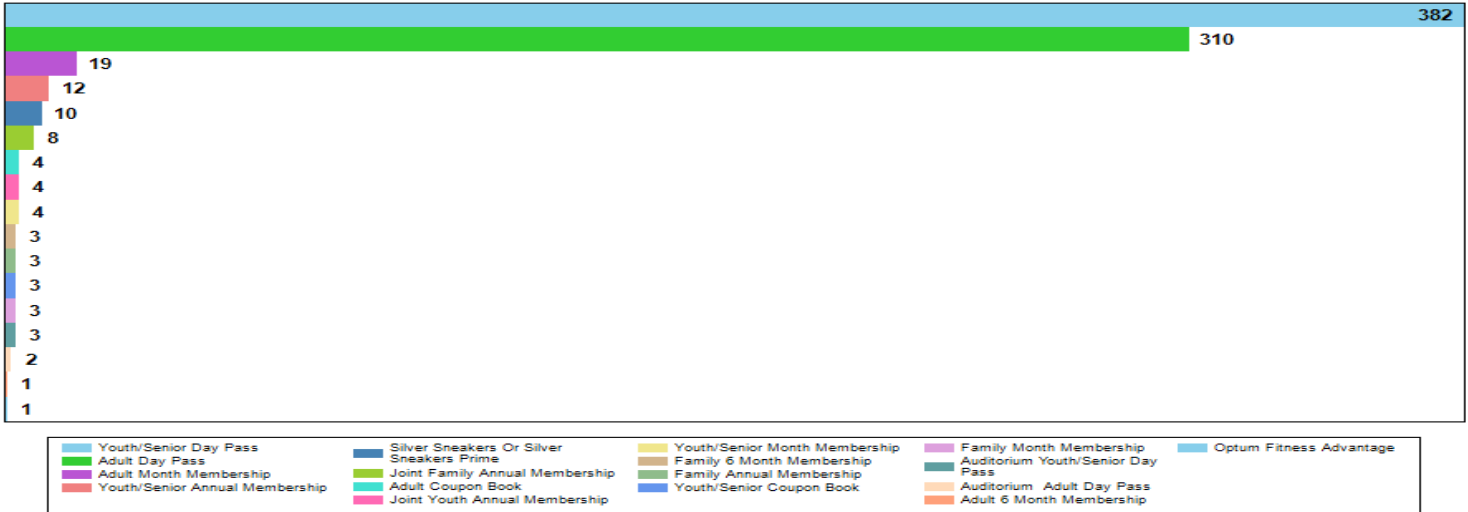
COMMUNITY CENTER
CONVENTION CENTER
FIRE
KILGORE MEMORIAL LIBRARY
POLICE
PUBLIC WORKS

Community Center

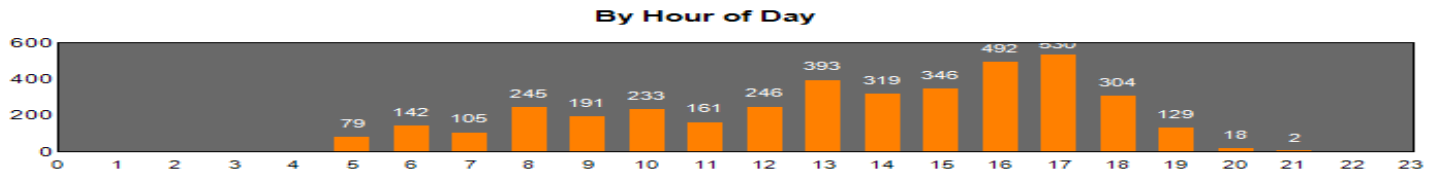
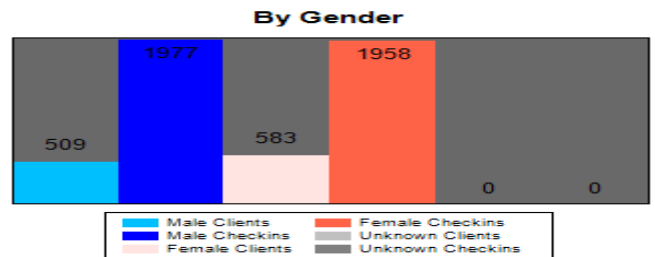
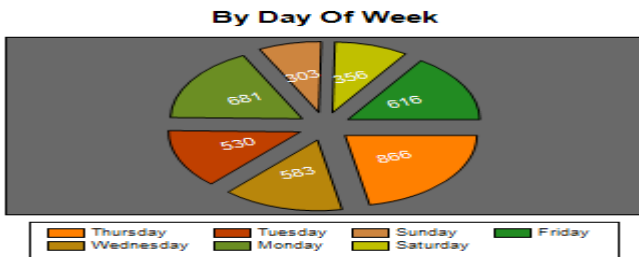
Total Income (Unofficial): \$19,227.20

| | CASH | CHECK | CREDIT | TOTAL | Center Admissions | Aud Admissions | FAC Admissions | Center Programs | FAC Programs | Center Rentals | Aud Rentals | Miscellaneous | Notes |
|--------|------------|------------|-------------|-------------|-------------------|----------------|----------------|-----------------|--------------|----------------|-------------|---------------|------------------------------------|
| TOTALS | \$3,809.00 | \$4,774.60 | \$10,643.60 | \$19,227.20 | \$12,769.20 | \$9.00 | \$0.00 | \$2,109.00 | \$35.00 | \$1,875.00 | \$1,580.00 | \$850.00 | United Way Contribution & Donation |

Total Memberships/Day Passes/Coupon Books Sold: 772



Total Membership Attendance: 3,935



York University Attendance: 464

Ballpark Complex

Total Income (Unofficial): \$18,860.00

| | CASH | CHECK | CREDIT | TOTAL | Complex Concessions | Miller Concessions | Rental Fees | Player Fees | Sponsorships | RV Fees | Registration & Facility Fees | Split % w/ | Miscellaneous | Notes |
|--------|--------|-------------|------------|-------------|---------------------|--------------------|-------------|-------------|--------------|----------|------------------------------|------------|---------------|-------|
| TOTALS | \$0.00 | \$15,800.00 | \$3,060.00 | \$18,860.00 | \$0.00 | \$0.00 | \$0.00 | \$1,200.00 | \$12,300.00 | \$360.00 | \$5,000.00 | \$0.00 | \$0.00 | |

Soccer Complex

Total Income (Unofficial): \$11,693.30

| | CASH | CHECK | CREDIT | TOTAL | Complex Concessions | Rental Fees | Player Fees | Sponsorships | Registration & Facility Fees | Split % w/ | Miscellaneous | Notes |
|--------|--------|-------------|--------|-------------|---------------------|-------------|-------------|--------------|------------------------------|------------|---------------|---------------------------|
| TOTALS | \$0.00 | \$11,693.30 | \$0.00 | \$11,693.30 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$10,000.00 | \$0.00 | \$1,693.30 | York General AED Donation |

Adult/Community/Youth Programs/Leagues

Adult Programs/Leagues: High-Intensity Interval Training (HIIT), Adult Lap Swim, Noon Ball, Senior Water Aerobics, Cornhole Tournament, Cornhole League, Adult Water Aerobics, & Women's 6's Indoor Volleyball League

Community Programs/Leagues: Story Walk, Pickleball Open Rec, Yoga, & Winter Swim Lessons

Youth Programs/Leagues: Lego Land, Water Babies, Munchkin Mornings, Artistic Me!, Float 4 Life, & Tot Picasso

| Rentals/Reservations | | | |
|-----------------------|--------|--|--|
| Location | Amount | Type | Notes |
| Community Center | 167 | YPR Programs/Leagues: High-Intensity Interval Training (HIIT), Adult Lap Swim, Lego Land, Water Babies, Yoga, Senior Water Aerobics, Munchkin Mornings, Adult Water Aerobics, Artistic Me!, Float 4 Life, Tot Picasso, Winter Swim Lessons, & Noon Ball | |
| | | Leadership Class, The Drumline Company Classes, Party Packages: St. Joseph Catholic Schools Week Celebration, Birthday Parties, St. Paul Lutheran School Preschool & Kindergarten Field Trip, Cultural Festival Meeting, Baby Shower, York County Extension 4-H Board Meeting, & Facility Rental: York County Extension 4-H Kick-Off Party | |
| Family Aquatic Center | 0 | NONE | End of Season Closure on Sunday, 8/27/2023 |
| Ballpark Complex | 0 | TOTAL | |
| Batting Cages | 0 | NONE | |
| Fields | 0 | NONE | |
| Soccer Complex | 21 | YHS Boys & Girls Soccer Practices & YU Men's & Women's Soccer Practices | Acquired Ownership on Friday, 10/20/2023 Currently Being Upgraded |
| Auditorium | 84 | YPR Programs/Leagues: Pickleball Open Rec, Noon Ball, Cornhole Tournament, & Cornhole League | |
| | | YU Men's Basketball Practices, Knights Baseball Batting Practices, York Replay Volleyball Club Practice, Softball Batting Practices, York Dance Center Practices, YU Volleyball Practices, Baby Showers, Nebraska Prime Softball Practices, Yorkshire Homeschool Archers Practices, 1 st Nebraska Volunteers Brass Band Civil War Concert, Friends University Men's Basketball Practice, & Birthday Party | |
| Parks/Fields | 7 | TOTAL | |
| East Hill Park | 0 | NONE | |
| Foster Park | 0 | NONE | |
| Harrison Park | 0 | NONE | |
| Miller Park | 0 | NONE | |
| Mincks Park | 0 | NONE | |
| Beaver Creek Field | 0 | NONE | |
| Levitt Stadium Field | 0 | NONE | |
| Miller Park Fields | 7 | YU Softball Practice, Fusion Softball Practices, Knights Baseball Practices, & Lady Rebels Softball Practice | |

| Supply Works | |
|-----------------------|-------------------|
| Airport | \$0.00 |
| Auditorium | \$343.56 |
| Ballpark Complex | \$0.00 |
| City Offices | \$181.01 |
| City Shop | \$0.00 |
| Community Center | \$367.58 |
| Family Aquatic Center | \$0.00 |
| Fire Department | \$259.81 |
| Landfill | \$0.00 |
| Library | \$132.33 |
| Parks | \$0.00 |
| Police Department | \$116.97 |
| Soccer Complex | \$0.00 |
| Wastewater | \$0.00 |
| TOTAL | \$1,401.26 |



February Department Report

Number of Events: 30

- Events on 23 of 29 days

Number of Guest: 3,200

Types of Events: Meetings, Seminar, Weddings, School Function, Company Party, Trainings, Auction, Tradeshow, Clinic, Church Service/Gathering

Highlights of the Month

Two fun events that were hosted at the convention center included the York County Spelling Bee and the Chamber's Home & Garden Show. Both are great community events that we are happy to be a part of. We continue to have a local church group meet out here a couple Sundays a month for services, they started using our facility about a year ago and continue to book on a monthly basis.

Terri Carlson
Director
Holthus Convention Center





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

York Fire Department Monthly Report for February 2024

The York Fire Department responded to 111 calls for service during February of 2024. Of these calls, 72 were 911 EMS. We had a busy month for transfers. We did 33 for the month. During the month we also had 10 calls where we had 2 squads out and 3 incidents where we had 3 units out. We had 2 automatic fire alarms and 4 grass or field fires. One was a mutual aid call to McCool.

For activities for the month, we had 2 fire station build meetings. We are close to a design. On the 12th the Fire Chief gave a presentation to the Optimists at Chances R. They wanted a fire station build update and to see what else was going on at the station. On the 13th Captain Nickels talked to the Sertoma and gave them a similar update. Also on the 13th the Fire Chief arranged for a Standard Response Protocol instructor to come out from SECC to give a class. The goal of this class is to make sure that all our city entities use the same terminology and procedures for emergencies. Either natural or manmade. On the 15th there was an ER committee meeting at York General Hospital. On the 22nd the Fire Chief attended a Hazard Mitigation Committee meeting at the Upper Blue NRD. We were given a homework assignment to update our mitigation plan. We have been meeting periodically to get our CMS data collected and sent to the Center for Medicare and Medicaid. Our department Chaplain gave a fire safety class to the preschoolers at Emmanuel Faith on the 29th. There were 18 kids in the class.

Training for the month has been varied. Our EMTs started an advanced mod class on the 12th. This class gives us the ability to give certain medications to our patients that are above the scope of care for a normal EMT. While our advanced mod class was going on our newer members and nonmedical personnel were doing hose advancement and other handline operations, this class was taught by some of our volunteer firefighters. On the 20th Nate Caldwell, an SEC instructor, came out and gave us our yearly bloodborne pathogen and HIPPA class. It was very well attended. We have 10 career firefighters taking the first-ever Firefighter 2 class at York Fire. This is a national certification that is needed for us to obtain our Fire Officer certs. We will be continuing this class in April. We have been trying to have an FF 2 class for some time and I am proud of our career staff for stepping up and taking this class. All 3 of our medic students are continuing their courses of study. We had a record of 520 hours of training for the month of February.

Respectfully submitted,

York Fire Chief

Kilgore Memorial Library
Director's Report
Prepared for March, 2024
York City Council meeting

1. The Kent Bedient gallery is filled with artwork by the York Middle School art students of art teacher, Randy Howell. The Elmer Baker display case is empty at this time.
2. Kilgore Memorial Library has been notified that they have been awarded an American Library Association grant in the amount of \$10,000. The Libraries Transforming Communities grant gives us funding to work with residents with disabilities. A press release will be distributed in April to the community.
3. The Nebraska Library Association's annual Advocacy Day was held in Lincoln on March 20. As a member of the NLA Advocacy Committee, Deb Robertson, will attend this event for our library.
4. With Kilgore Library Staff member, Monica Tidyman, as the Chair of the Public Library and Trustee Section of the Nebraska Library Association this year, York will be the site of this groups annual meeting. There are two speakers scheduled to share topics for positive policies and the need for adults to play too to bring members to this conference in our community.
5. The Youth Services department of the library have two big partnerships going with the UNL Extension Educators of York County. One program offers backpacks with take home STEM experiments for elementary age students. This popular program includes all the necessary ingredients and supplies to complete challenges in Engineering, DNA, Food, Pollinators, weather, and animal science. The second program we are enjoying is the "Adopt a Cow" program that bring agriculture to the library for preschool storytime once a month.
6. The library is also hosting the AARP Tax-Aide program offering free tax assistance to anyone, free of charge, with a special focus on tax payers who are over 50 or have low to moderate income. These services are offered by appointment only by calling the United Way Information Line at 211.

Respectfully submitted by,



Debora Robertson
Director, Kilgore Memorial Library

LIBRARY DATA AT A GLANCE

| Data Type | Oct 2023 | Nov 2023 | Dec 2023 | Jan 2024 | Feb 2024 | March 2024 | April 2024 | May 2024 | June 2024 | July 2024 | Aug 2024 | Sept 2024 | Year to Date |
|-------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------------|-------------------|-----------------|------------------|------------------|-----------------|------------------|---------------------|
| Added to Physical Collections | 311 | 265 | 110 | 274 | 284 | | | | | | | | 1,244 |
| Added to E-Book Collections | 612 | 522 | 638 | 491 | 486 | | | | | | | | 2,749 |
| Physical item circulation | 5,525 | 5,151 | 4,578 | 3,999 | 5,294 | | | | | | | | 24,547 |
| E-books Circulations | 2,058 | 1,882 | 1,919 | 2,276 | 2,076 | | | | | | | | 10,211 |
| New Patrons | 140 | 142 | 131 | 174 | 157 | | | | | | | | 744 |
| Public Computer logins | 780 | 664 | 617 | 563 | 747 | | | | | | | | 3,371 |
| Door Count | 3,040 | 3,051 | 2,731 | 2,792 | 3,646 | | | | | | | | 15,260 |
| Website visits | 1,773 | 1,531 | 1,437 | 1665 | 1,592 | | | | | | | | 7,998 |
| Meeting Room Use | 453 | 392 | 298 | 291 | 417 | | | | | | | | 1,851 |

| Data Type | Total 2023 | Total 2022 | Total 2021 |
|---------------------------|-------------------|-------------------|-------------------|
| Physical Collections | 59,885 | 62,255 | 64,107 |
| E-Book Collections | 63,283 | 59,624 | 52,789 |
| Physical item circulation | 62,261 | 63,625 | 58,648 |
| E-book Circulations | 20,693 | 17,362 | 17,647 |
| Registered Borrowers | 4,502 | 4,077 | 5,104 |
| Public Computer logins | 7112* | 6,849 | 6,445 |
| Door Count | 36,610 | 36,648 | 48,055 |
| Website visits | 36,979 | 47,270 | 49,025 |
| Meeting Room Use | 59738 | 5,239 | 3,000 |

Data for annual report to Nebraska Library Commission submitted January each year.

POLICE DEPARTMENT MONTH END REPORT

February 2024

CFS = CALLS FOR SERVICE

| | |
|--|------------|
| Accidents calls in total | 17 |
| Cases | 10 |
| CFS only | 7 |
| Property damage accidents | 11 |
| Hit & run accidents | 6 |
| Personal injury accidents (persons injured –) | 0 |
| Fatality accidents | 0 |
| Number of vehicles involved in accidents | 28 |
| Total Mileage patrolled | 10,817 |
| (800- 693; 801 -2384; 802 – 623; 803 – 524; 804 – 828; 805 -- 2172 ; 806 – 1330; 808-- 1886; 809- 377) | |
| Total Calls for Service (CFS) | 677 |
| Tickets Issued—(T-traffic/ P-parking/ A-animal/ H-Notification-health) | |
| T-Citations –21; P-Citations – ; | |
| T-Warnings – 33 ; P-Warnings - 9 ; A-Warnings – 15; H-Warnings - | |
| P-Non-moving Violation-- 6; Defects— 5; H-Notifications -- 1 ; | |
| Verbal Warnings (all) -- 121; | |
| Health/Vegetation CFS | 2 |
| Animal/dog bite CFS | 44 |
| Parking related CFS | 38 |
| Extra/Special Services-(Escorts ; Other chks ; Aid ; Patrol,,hitchhiker) | 35 |
| School checks | 9 |
| Welfare Checks | 13 |
| Alarms (Business/Residential) | 17 |
| Traffic related CFS (Stops-Offenses-Mot. Asst-). | 216 |
| Juvenile involved CFS (juv-runaway/missing/kidnapping-abduction). | 19 |
| HHS-Child Abuse/Neglect-Adult Protective Services | 6 |
| Assaults/Sexual Assaults reports/investigated | 0 |
| Disturbance/Disorderly Conduct CFS | 25 |
| Vandalism/Property Damage (Criminal Mischief) reported/investigated | 6 |
| Burglary/Larceny/Robbery(theft-motor veh/unauth. use) Forgery/Fraud | 35 |
| Criminal Offenses (Cases Made) | 60 |
| -Citations in lieu of Arrest | 6 |
| -Arrests | 17 |

Board of Public Works
February 13, 2024 4:00 PM
City Administrator's Office

Attendance taken at 4:05 P.M.

Present Board Members:

Matt Leif
Kenny Ekeler
Bill Williamsen

Absent:

Marlowe Wall
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 January meeting passed with a motion by Bill Williamsen and a second by Kenny Ekeler.

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

4. Farm Management Report

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

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

5. Wastewater Financial Reports

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

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

6. Water Financial Reports

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

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

7. Wastewater Claims

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

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

8. Water Claims

Motion Passed: The January Water Claims passed with a motion by Matt Leif and a second by Bill Williamsen.

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

9. Director of Public Works Report

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

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

Meeting adjourned at 4:35 P.M.

Megan Makovicka



**DEPARTMENT OF PUBLIC WORKS
MONTHLY REPORT**

February — 2024

STREET DEPARTMENT

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

| | | | | | | | |
|--------|----|----------|---|------------|----|-------|---|
| Street | 74 | Airport | 0 | Park | 23 | Fire | 8 |
| Police | 10 | Landfill | 0 | Wastewater | 10 | Water | 0 |

The street sweeper did not operate in February.

Other major labor activities included:

| Job | Hours |
|--|------------|
| General maintenance | 7 |
| Shop cleaning | 8 |
| Property maintenance | 8 |
| Snow removal | 89 |
| Mowing/weed control | 0 |
| Tree/shrub maintenance | 0 |
| Sidewalk repair | 0 |
| Right-of-way maintenance | 2 |
| Gravel street/alley maintenance | 14 |
| Paved surface maintenance | 420 |
| Storm sewer repair | 16 |
| Traffic signing/signal installation/repair | 52 |
| Trash removal | 11 |
| Plant wages | 12 |
| System maintenance | 3 |
| TOTAL | 642 |

PARK DEPARTMENT

Park personnel performed the following activities:

| Job | Hours |
|----------------------------------|------------|
| Property maintenance | 37 |
| Mowing/weed control | 0 |
| Tree/shrub maintenance | 13 |
| Ball field maintenance | 152 |
| Playground equipment maintenance | 0 |
| Trash removal | 3 |
| Building maintenance | 8 |
| TOTAL | 213 |

LIBRARY

Park personnel performed the following activities:

| Job | Hours |
|----------------------|----------|
| Building maintenance | 6 |
| System maintenance | 0 |
| Property maintenance | 0 |
| Mowing/weed control | 0 |
| TOTAL | 6 |

WASTEWATER TREATMENT PLANT

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

| | Last Month | 2024 | 2023 | Units |
|---------------------------------|------------|------------|------------|---------|
| Total flow | 26,385,433 | 20,221,152 | 18,972,026 | gallons |
| Average flow/day | 879,514 | 697,281 | 67,757 | gallons |
| Average flow/person | 109.94 | 87.16 | 84.70 | gallons |
| Grit and screenings to landfill | 0.20 | 87.12 | 68.91 | tons |
| Bio solids wasted | 0.996852 | 1.345227 | 1.271918 | MG |

Wastewater Treatment Plant personnel performed the following activities:

| Job | Hours |
|--------------------------|------------|
| Plant wages | 145 |
| Building maintenance | 8 |
| Sewer system maintenance | 55 |
| Property maintenance | 117 |
| One-call locates | 18 |
| Laboratory testing | 67 |
| Equipment maintenance | 178 |
| Sludge removal | 20 |
| TOTAL | 608 |

WATER DEPARTMENT

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

| | Last Month | 2024 | 2023 | Unit |
|------------------------|------------------|-----------------|-----------------|------------|
| Total water pumped | 25,222,000 | 23,191,000 | 21,683,000 | gallons |
| Total water billed | 17,436,735 | 22,739,393 | 24,207,488 | gallons |
| Average use per day | 813,613 | 748,097 | 699,452 | gallons |
| Average use per person | 102 | 94 | 87 | gallons |
| Total electricity used | 73,411 | 57,856 | 47,929 | kW |
| Pumps yield | 344 | 401 | 452 | gallons/kW |
| Peak pumping date | 20 th | 9 th | 2 nd | |
| Peak amount | 1,040,000 | 1,159,000 | 957,000 | gallons |

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

| | 2024 | 2023 |
|-----------------------|------|----------------|
| Water bills | 1806 | 1818 |
| Sewer bills | 1765 | 1768 |
| New taps | 0 | ¾" – 6, 1" – 1 |
| Service leaks | 2 | 0 |
| Main leaks | 0 | 0 |
| Diggers Hotline calls | 191 | 227 |

Water Department personnel performed the following activities:

| Job | Hours |
|--------------------------------------|------------|
| Plant wages (monitoring wells, etc.) | 36 |
| Distribution maintenance | 152 |
| Property maintenance | 0 |
| One-call locates | 18 |
| Meter reading | 34 |
| Final notice collection | 3 |
| Meter maintenance | 0 |
| Pump/well maintenance | 0 |
| TOTAL | 243 |

SOLID WASTE RECEIVING CENTER AND LANDFILL

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

| | 2024 | | 2023 | |
|------------------|-------------|----------------|------------|----------------|
| | Trips | Tons | Trips | Tons |
| Landfill | 677 | 2228.33 | 629 | 1813.45 |
| C & D | 154 | 292.11 | 77 | 161.93 |
| Transfer Station | 250 | 68.76 | 75 | 13.59 |
| Brush Pile | 43 | 59.08 | 22 | 27.59 |
| Tire Pile | 2 | 0.00 | 3 | 0.00 |
| Metal Roll-off | 0 | 0.00 | 5 | 0.00 |
| Total | 1126 | 2648.28 | 811 | 2016.56 |

Revenue collected during February totaled \$154,165.00. The same period last year totaled \$48,450.00.

Landfill personnel performed the following activities:

| Job | Hours |
|----------------------------------|------------|
| Scale/Transfer Station Operation | 176 |
| Landfill Equipment | 663 |
| Wind screen & litter control | 0 |
| Recycling Act | 0 |
| General maintenance | 22 |
| System maintenance | 89 |
| Property maintenance | 5 |
| TOTAL | 955 |

AIRPORT

Public Works personnel performed the following activities:

| Job | Hours |
|----------------------|-----------|
| Airport Attendant | 22 |
| Building maintenance | 0 |
| Mowing/weed control | 0 |
| Plant wages | 2 |
| Trash removal | 8 |
| TOTAL | 32 |

SUMMARY BY DEPARTMENT

| Department | Hours | Percentage | Full Time Equivalent |
|--------------------------|-------------|------------|----------------------|
| Street | 642 | 24 | 4 |
| Parks/Com Center/Aud/FAC | 213 | 8 | 1.3 |
| Landfill | 955 | 35 | 6 |
| Wastewater | 608 | 23 | 3.8 |
| Water | 243 | 9 | 1.5 |
| Airport | 32 | 1 | 0.2 |
| Library | 6 | 0 | 0 |
| TOTAL | 2699 | 100 | 16.8 |

BUILDING INSPECTIONS AND PERMITS

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

| Inspections: | 2024 | 2023 | Permits Issued: | 2024 | 2023 |
|---------------------|-------------|-------------|------------------------|-------------|-------------|
| Building | 31 | 25 | Building | 20 | 31 |
| Electrical | 39 | 32 | Electrical | 7 | 14 |
| Plumbing | 12 | 12 | Plumbing | 1 | 5 |
| Mechanical | 16 | 12 | Mechanical | 3 | 6 |
| Nuisance | 0 | 0 | Curb/Street | 1 | 0 |
| Total | 98 | 81 | Total | 32 | 56 |

Twenty (20) permits were issued in February for a value of \$586,567.74, which brings the total for the year to \$3,915,567.74. (See attached.)

Permits of note issued:

- Faith Lutheran Church Reroof metal roof \$206,566.90
- Warren Thomas Storage building \$105,000.00
- Green Plains New Industrial building \$125,000.00

BOARD OF PUBLIC WORKS

The Board of Public Works met February 13, 2024. Minutes of the meeting are attached.

Building Permits issued in February 2024

04-Mar-24

| | OWNER | ADDRESS | LEGAL DESCRIPTION | DESCRIPTION | AMOUNT |
|--------|---------------------------------|--------------------|-------------------|--|------------|
| 101421 | Lance/Amanda Ring | 127 Ash Ave | | Repair basement wall, install 2 egress | 4,000.00 |
| 101417 | Green Realty | 104 S Lincoln Ave | | Reroof, regutter | 20,000.00 |
| 101416 | David Alexander | 729 N York Ave | | New garage floor, straighten structur | 13,000.00 |
| 101415 | Kathy Consbruck | 604 High St | | Fence | 6,339.84 |
| 101414 | Jordan Crawford | 1122 E 3rd St | | Reroof | 40,000.00 |
| 101413 | Amy Wurst | 123 E 10th St | | Enlarge front door, move existing w | 11,500.00 |
| 101409 | Shri Raj Hospitality LLC | 4619 S Lincoln Ave | | Sign replacement | 4,700.00 |
| 101441 | Joseph & Brenda Belfiore | 1605 E 5th St | | Portable shed | 5,300.00 |
| 101440 | Jessica McKenna | 1932 N Lincoln Ave | | Fence | 4,000.00 |
| 101439 | Gaylen & Beth Thomsen | 305 N Academy Ave | | Fence | 500.00 |
| 101436 | Midwest Bank | 316 S Lincoln Ave | | Demolish | |
| 101435 | Art Fredricksen | 14 Cottonwood Plz | | Deck w/ walk ramp | 2,400.00 |
| 101434 | HyVee | 220 E Nobes Rd | | Greenhouse & shade structure | 10,000.00 |
| 101432 | Lance & Amanda Ring | 127 Ash Ave | | Reroof & egress windows | 12,000.00 |
| 101426 | Faith Lutheran Church | 1214 Ohio Ave | | Reroof metal roof | 206,566.90 |
| 101422 | Tim & Bev McNeese | 30 Eastridge Ave | | Reroof | 13,261.00 |
| 101423 | Aric Kreifels | 110 W 7th St | | Demolish | |
| 101424 | Warren Thomas | 16 Quail Cove West | | Storage Building | 105,000.00 |
| 101442 | Levi & Megan Loofe | 1713 N Iowa Ave | | Fence | 3,000.00 |
| 101427 | Green Plains York Innovation Ce | 1414 Road O | | New Industrial Building | 125,000.00 |

\$586,567.74

Permits Issued: 20

**CITY OF YORK
CASH BALANCES
for the Month of February 2024**

| Fund # | Fund | 10/1/2023 Balance | Current Month Receipts | YTD Receipts | Current Month Disbursements | YTD Disbursements | Ending Balance |
|----------------------------|------------------------------|-------------------------|------------------------------|-------------------------|-----------------------------------|-------------------------|-------------------------|
| 10-101 | General | \$4,475,518.89 | \$728,827.82 | \$3,662,020.75 | \$965,364.26 | \$4,749,782.09 | \$3,387,757.55 |
| | American Rescue Plan Act | \$419,423.09 | \$0.00 | \$0.00 | \$5,236.75 | \$5,406.39 | \$414,016.70 |
| 10-102 | Auditorium | \$0.00 | \$17,591.00 | \$81,445.00 | \$15,714.36 | \$68,211.76 | \$13,233.24 |
| 10-103 | Park | \$0.00 | \$57,769.92 | \$318,158.17 | \$25,799.10 | \$154,222.85 | \$163,935.32 |
| 10-104 | Police | \$49,856.00 | \$246,717.47 | \$1,234,061.45 | \$218,870.19 | \$1,221,610.31 | \$62,307.14 |
| 10-105 | Community Center | \$0.00 | \$91,877.49 | \$356,298.86 | \$52,545.27 | \$229,288.27 | \$127,010.59 |
| 10-106 | Aquatic Center | \$0.00 | \$25,101.25 | \$125,656.25 | \$39,141.69 | \$61,219.57 | \$64,436.68 |
| 10-110 | Senior Center | \$0.00 | \$1,886.83 | \$9,434.15 | \$1,343.69 | \$6,002.67 | \$3,431.48 |
| 10-201 | Convention Center | \$0.00 | \$52,279.47 | \$309,584.40 | \$41,680.83 | \$195,543.94 | \$114,040.46 |
| 10-111 | Ball Field | \$0.00 | \$48,326.58 | \$212,176.51 | \$18,370.22 | \$165,414.66 | \$46,761.85 |
| 10-112 | Museum | \$0.00 | \$6,569.75 | \$42,848.75 | \$5,521.55 | \$42,917.05 | (\$68.30) |
| 10-113 | Soccer Complex | \$0.00 | \$9,125.47 | \$39,854.15 | \$25,854.31 | \$52,950.25 | (\$13,096.10) |
| 13 | User Fees | \$24,325.51 | \$1,200.00 | \$1,200.00 | \$0.00 | \$5,681.50 | \$19,844.01 |
| 22 | Ambulance | \$50,315.45 | \$236,939.12 | \$989,483.29 | \$143,654.91 | \$804,536.15 | \$235,262.59 |
| 22 | Fire | \$0.00 | \$49,169.42 | \$246,679.10 | \$37,105.21 | \$214,504.87 | \$32,174.23 |
| 23 | Capital Projects Sinking | \$430,849.92 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$430,849.92 |
| 24 | Library | \$0.00 | \$78,643.23 | \$333,744.49 | \$57,622.52 | \$287,117.93 | \$46,626.56 |
| 14-000 | General Capital-Non-Dept. | \$9,310.62 | \$162,716.40 | \$194,816.40 | \$0.00 | \$127,745.52 | \$76,381.50 |
| 14-146 | General Capital - Parks | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 14-147 | General Capital - Ballpark | \$0.00 | \$0.00 | \$330,705.54 | \$0.00 | \$11,270.09 | \$319,435.45 |
| 14-148 | General Capital - Soccer | \$0.00 | \$0.00 | \$113,666.88 | \$0.00 | \$6,840.71 | \$106,826.17 |
| 14-149 | General Capital - Levitt | \$0.00 | \$0.00 | \$2,997,179.61 | \$0.00 | \$65,884.93 | \$2,931,294.68 |
| 14-221 | General Cap - Ambulance | \$0.00 | \$0.00 | \$2,413,224.43 | \$31,001.66 | \$86,898.27 | \$2,326,326.16 |
| 14-222 | General Capital - Fire | \$0.00 | \$0.00 | \$2,413,224.44 | \$31,001.67 | \$86,898.28 | \$2,326,326.16 |
| General Balances | | \$5,459,599.48 | \$1,814,741.22 | \$16,425,462.62 | \$1,715,828.19 | \$8,649,948.06 | \$13,235,114.04 |
| 11 | Keno | \$1,769.47 | \$3.21 | \$33.91 | \$100.00 | \$100.00 | \$1,703.38 |
| 20 | Aviation | \$387,357.30 | \$9,185.97 | \$102,754.45 | \$35,573.21 | \$176,209.59 | \$313,902.16 |
| 31 | Fire Pension | \$0.00 | \$17,828.55 | \$92,772.77 | \$20,316.67 | \$81,809.39 | \$10,963.38 |
| 30 | Police Pension | \$0.00 | \$8,623.14 | \$46,119.03 | \$12,847.72 | \$45,989.97 | \$129.06 |
| 32 | 911 Surcharge | \$45,981.20 | \$87.44 | \$3,232.95 | \$0.00 | \$0.00 | \$49,214.15 |
| 33 | Health Insurance | \$1,447,364.32 | \$139,174.26 | \$732,885.20 | \$72,584.14 | \$669,929.42 | \$1,510,320.10 |
| Total Tax Funds | | \$7,342,071.77 | \$1,989,643.79 | \$17,403,260.93 | \$1,857,249.93 | \$9,623,986.43 | \$15,121,346.27 |
| 50 | Street | \$3,585,719.97 | \$249,147.72 | \$1,403,246.57 | \$218,218.34 | \$775,491.73 | \$4,213,474.81 |
| 70 | Landfill-Cash & Invest | \$3,081,675.95 | \$160,438.38 | \$917,087.42 | \$147,676.09 | \$507,237.63 | \$3,491,525.74 |
| | Landfill-Operations | \$112,807.75 | \$108,224.63 | \$359,406.17 | \$108,224.63 | \$359,406.17 | \$112,807.75 |
| | Landfill-Debt Service | \$186,690.00 | \$39,451.46 | \$147,831.46 | \$0.00 | \$295,070.00 | \$39,451.46 |
| 78 | Old Landfill Closure | \$12,452.10 | \$0.00 | \$152.74 | \$0.00 | \$0.00 | \$12,604.84 |
| 79 | Landfill Post Closure | \$2,774,357.38 | \$0.00 | \$34,031.10 | \$0.00 | \$0.00 | \$2,808,388.48 |
| | C&D Site Closure/Post Closur | \$216,894.57 | \$0.00 | \$2,660.49 | \$0.00 | \$0.00 | \$219,555.06 |
| 75 | Landfill Construction | (\$110,579.28) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | (\$110,579.28) |
| Total Non-Tax Funds | | \$ 9,860,018.44 | \$ 557,262.19 | \$ 2,864,415.95 | \$ 474,119.06 | \$ 1,937,205.53 | \$ 10,787,228.86 |
| 12 | CDBG Revolving Loan | \$176,083.31 | \$311.46 | \$393.69 | \$13,251.54 | \$85,721.45 | \$90,755.55 |
| 12 | Housing Grant - Federal Fund | \$67,223.15 | \$28.32 | \$60,439.99 | (\$11,226.77) | \$4,665.61 | \$122,997.53 |
| 12 | Buy Rehab Sell | \$166,047.84 | \$33.05 | \$5,718.16 | \$0.00 | \$0.00 | \$171,766.00 |
| 18 | Creative District | \$0.00 | \$18.02 | \$10,142.88 | \$0.00 | \$0.00 | \$10,142.88 |
| 60 | Federal Proj (Blackburn Br)) | (\$7,179.54) | \$1,114.17 | \$22,585.06 | \$13,860.73 | \$183,701.14 | (\$168,295.62) |
| 60 | Shadow Brook Project | (\$14,374.68) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | (\$14,374.68) |
| 60 | Concrete Panel/Asphalt Proj | \$1,654,079.26 | \$0.00 | \$0.00 | \$0.00 | \$857,838.44 | \$796,240.82 |
| 19-192 | Land Acq - Indust. Park | \$2,148,085.33 | \$1,823.95 | \$27,614.37 | \$869,315.05 | \$1,938,587.20 | \$237,112.50 |
| 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 | Total Bond Funds | \$769,017.57 | \$84,245.73 | \$441,676.95 | \$0.00 | \$980,800.00 | \$229,894.52 |
| 40 | Total TIF Funds | \$423,287.18 | \$11,398.84 | \$25,307.06 | \$6,350.35 | \$10,918.28 | \$437,675.96 |
| Total Misc. Funds | | \$ 5,471,192.34 | \$ 98,973.54 | \$ 593,878.16 | \$ 891,550.90 | \$ 4,062,232.12 | \$ 2,002,838.38 |
| Total All Funds | | \$ 22,673,282.55 | \$ 2,645,879.52 | \$ 20,861,555.04 | \$ 3,222,919.89 | \$ 15,623,424.08 | \$ 27,911,413.51 |

| | | |
|---------------------------|---------------|------------------|
| LB 357 Cash Available | (from Page 2) | \$1,900,573.53 |
| Wastewater Cash Available | (from Page 3) | \$4,609,627.15 |
| Water Cash Available | (from Page 3) | \$9,864,176.36 |
| | | \$ 44,285,790.55 |

City of York
LB 357 Funds Summary

| | 31-Jan-24 | 29-Feb-24 |
|---------------------------------------|-----------------------|-----------------------|
| LB 357 Funds Allocation | | |
| Cash Balance | \$16,422,996.31 | \$16,562,865.13 |
| Less: Quiet Zone | (\$1,496,028.97) | (\$1,496,028.97) |
| School-Owned Properties | (\$1,076,730.34) | (\$1,076,730.34) |
| Ball Field | (\$9,875,833.19) | (\$9,875,833.19) |
| City-Owned Properties | (\$2,124,939.32) | (\$2,213,699.10) |
| | \$1,849,464.49 | \$1,900,573.53 |
| Less Restricted Funds | | |
| Debt Service | (\$420,286.05) | (\$525,357.56) |
| Debt Service Reserve | \$0.00 | \$0.00 |
| | \$0.00 | \$0.00 |
| Total Unallocated LB 357 Funds | \$1,429,178.44 | \$1,375,215.97 |

City of York Public Works Summary

| | 31-Jan-24 | 29-Feb-24 |
|----------------------------------|----------------|----------------|
| Wastewater | | |
| Cash Balance | \$4,468,521.13 | \$4,609,627.15 |
| Less: Construction Fund | \$0.00 | \$0.00 |
| Total Cash Available | \$4,468,521.13 | \$4,609,627.15 |
| Less Restricted Funds | | |
| Operations | \$0.00 | \$0.00 |
| Debt Service | (\$122,248.79) | (\$244,497.57) |
| Debt Service Reserve | \$0.00 | \$0.00 |
| Renewal & Replacement | \$0.00 | \$0.00 |
| Total Unrestricted Funds | \$4,346,272.34 | \$4,365,129.58 |
| Water | | |
| Cash Balance | \$8,826,021.99 | \$8,894,031.71 |
| Less: Construction Fund | (\$310,569.40) | (\$310,720.60) |
| Add: Farm Management Acct | \$1,280,792.71 | \$1,280,865.25 |
| Total Cash Available | \$9,796,245.30 | \$9,864,176.36 |
| Less Restricted Funds | | |
| Operations | \$0.00 | \$0.00 |
| Debt Service | (\$209,976.45) | (\$270,255.46) |
| Debt Service Reserve | (\$266,500.00) | (\$266,500.00) |
| Total Unrestricted Funds | \$9,319,768.85 | \$9,327,420.90 |

City of York
for the Month of February 2024

| Auditors Grouping | <u>Total Amount</u> | <u>Restricted or Assigned</u> | <u>Unrestricted</u> | <u>Notes</u> |
|-----------------------------|------------------------|-------------------------------|------------------------|---|
| 10 General: | | | | |
| General | \$3,387,757.55 | 29,395.26 | \$3,358,362.29 | Restricted - YCF (Parks, Police) & Police Memorial Fund |
| ARP Act \$ | \$414,016.70 | \$414,016.70 | \$0.00 | Restricted grant money |
| Senior Center | \$3,431.48 | | \$3,431.48 | |
| Police | \$62,307.14 | \$49,856.00 | \$12,451.14 | Restricted - Federal equitable sharing money |
| Community Center | \$127,010.59 | | \$127,010.59 | |
| Park | \$163,935.32 | \$25,000.00 | \$138,935.32 | Mincks Park splash pad grants |
| Auditorium | \$13,233.24 | | \$13,233.24 | |
| Convention Center | \$114,040.46 | | \$114,040.46 | |
| Aquatic Center | \$64,436.68 | | \$64,436.68 | |
| Ball Park | \$46,761.85 | | \$46,761.85 | |
| Museum | (\$68.30) | | (\$68.30) | |
| Soccer Complex | (\$13,096.10) | | (\$13,096.10) | |
| Total | \$4,383,766.61 | \$518,267.96 | \$3,865,498.65 | |
| | | | | |
| 13 User Fees | \$19,844.01 | | \$19,844.01 | |
| 14 General Capital Projects | \$8,086,590.12 | \$8,086,590.12 | | Hail insurance claims & bonded projects |
| 22 Fire/EMS | \$267,436.82 | \$48,502.02 | \$218,934.80 | Restricted - York Community Foundation |
| 24 Library | \$46,626.56 | | \$46,626.56 | |
| 30 Police Pension | \$129.06 | | \$129.06 | |
| 31 Fire Pension | \$10,963.38 | | \$10,963.38 | |
| Total General | \$12,815,356.56 | \$8,653,360.10 | \$4,161,996.46 | |
| | | | | |
| 50 Street | \$4,213,474.81 | \$4,213,474.81 | | |
| 20 Aviation | \$313,902.16 | \$313,902.16 | | |
| 16 Debt Service | \$229,894.52 | \$229,894.52 | | |
| 15 LB 357 | \$1,900,573.53 | \$1,900,573.53 | | |
| 23 Capital Projects Sinking | \$430,849.92 | \$430,849.92 | | |
| 60 Capital Projects | \$613,570.52 | \$613,570.52 | | |
| 12 CDBG | \$385,519.08 | \$385,519.08 | | |
| 18 Creative District | \$10,142.88 | \$10,142.88 | | |
| 11 Keno | \$1,703.38 | \$1,703.38 | | |
| 19 Sinking | \$326,035.42 | \$326,035.42 | | |
| 32 E911 | \$49,214.15 | \$49,214.15 | | |
| 40 TIF | \$437,675.96 | \$437,675.96 | | |
| Total Governmental | \$21,727,912.89 | \$17,565,916.43 | \$4,161,996.46 | |
| | | | | |
| 70 Landfill: | | | | |
| Landfill | \$3,491,525.74 | | \$3,491,525.74 | |
| Landfill-Operations | \$112,807.75 | \$112,807.75 | | Bond Requirements |
| Landfill-Debt Service | \$39,451.46 | \$39,451.46 | | Bond Requirements |
| Old Landfill Closure | \$12,604.84 | \$12,604.84 | | |
| Landfill Closure/Post | \$2,808,388.48 | \$2,808,388.48 | | |
| C&D Site Closure/Post | \$219,555.06 | \$219,555.06 | | |
| Construction | (\$110,579.28) | | (\$110,579.28) | |
| Total Landfill | \$6,573,754.05 | \$3,192,807.59 | \$3,380,946.46 | |
| 80 Wastewater | \$4,609,627.15 | \$244,497.57 | \$4,365,129.58 | Bond Requirements |
| 90 Water | \$9,864,176.36 | \$536,755.46 | \$9,327,420.90 | Bond Requirements |
| | | | | |
| Total Enterprise | \$21,047,557.56 | \$3,974,060.62 | \$17,073,496.94 | |
| | | | | |
| 33 Heath Insurance | \$1,510,320.10 | \$1,510,320.10 | | Assigned for insurance claims needs |
| | | | | |
| Total City | \$44,285,790.55 | \$23,050,297.15 | \$21,235,493.40 | |

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

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

Greater York Area Chamber of Commerce

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

603 N Lincoln Ave

Retail Liquor License Address or Non-Profit Business Address

47-3041260

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

5/2/24

Event Start Time(s):

4:00 PM

Event End Time(s):

8:00 PM

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Kilgore Memorial Library

Event Street Address/City: 520 N Nebraska Ave, York, NE 68467

Indoor area to be licensed in length & width: 100 X 60

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

Type of Event: Tasting Event Estimate # of attendees: 100

Type of alcohol to be served: Beer Wine Distilled Spirits

(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Madonna Mogul Event Contact Phone Number: 402-362-5531

Event Contact Email: madonnam@yorkchamber.org

*Signature Authorized Representative:  Printed Name Madonna Mogul

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

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

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

Local Governing Body completes below:

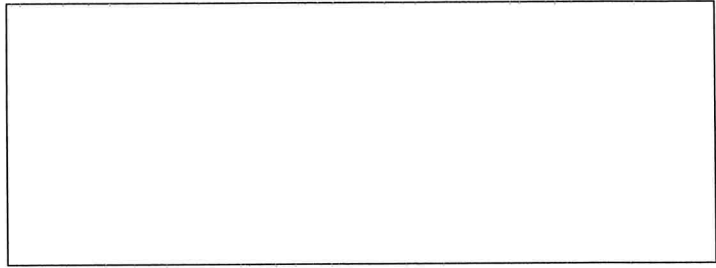
The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL DESIGNATED LICENSE
Non-Profit Applicants ONLY**

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



This page is required to be completed by Non-Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Greater York Area Chamber of Commerce

NAME OF CORPORATION

47-3041260

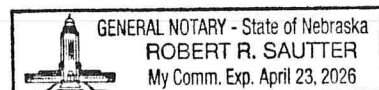
FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 12th DAY OF March, 2024

NOTARY PUBLIC SIGNATURE & SEAL



March 21, 2024

Gina Doose
Nebraska Department of Economic Development
245 Fallbrook Blvd, Suite 002
Lincoln, NE 68521

RE: City of York – CDBG #21-DTR-014
Request for Contract Amendment

Dear Ms. Doose:

At our meeting on March 21, 2024, the City Council authorized myself to request a contract extension for this project. This amendment will extend the original contract end dates from April 25, 2024 to October 25, 2024.

The City of York respectfully requests your approval of a CDBG contract amendment to extend the contract end date to October 25, 2024 for the completion of the City's Downtown Revitalization project. This amendment will allow the city to continue to allow businesses time to finish their projects that were delayed due to a limited supply of contractors and materials, contractors backing out of projects last minute or overcharging on estimates due to Davis Bacon requirements, and additional unexpected barriers, such as contractor/subcontractor deaths.

As Mayor of the City of York, Nebraska, I certify the following:

- This amendment request was approved at the Board meeting on March 21, 2024.
- The extension will allow the business owners and City to complete the final stages of the project.
- No additional matching funds or budget amendment are required for the proposed amendment.
- The proposed amendment does not include a new activity.

Please contact myself or Kelly Gentrup (kgentrup@sendedd.org) with the Southeast Nebraska Development District (SENDD) at (402) 475-2560 for additional information.

Thank you for your consideration of this request.

Sincerely,

Barry Redfern
Mayor

Enclosed: CDBG Contract Amendment Request Form; Implementation Schedule

CDBG CONTRACT AMENDMENT REQUEST FORM

This form must be completed and submitted to the Nebraska Department of Economic Development when making a contract amendment request. Complete the sections for each type of amendment requested. Along with this form, you are required to submit all attachments identified under the applicable amendment type.

CDBG Grant # _____ Grantee _____

DED Program Representative _____

| | |
|---|---|
| By completing this form, I confirm that this project is current on all reporting requirements. | |
| Name, Organization _____ | |
| Email _____ | |
| Requesting Amendment # _____ | Date of Last Project Status Report (PSR): _____ |

Extension of Contract End Date

Original Contract End Date _____
Current Contract End Date including any previously approved extensions _____
Proposed Contract End Date _____

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the extension.
2. Identification and reasons for the proposed amendment, including:
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. Where additional local matching funds are required due to this extension, certification that such funds are available.

Attachment 2: Revised implementation schedule showing completion of major milestones for all activities.

Decrease in proposed accomplishments

Original Proposed Accomplishments _____ Amended Proposed Accomplishments _____

Required Attachments

Attachment 1: A letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the decrease in proposed accomplishments;
2. Identification and reasons for the proposed amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required due to this decrease, certification that such funds are available.

Attachment 2: Revised implementation schedule showing completion of major milestones for all activities.

Amendment to Housing Program Guidelines

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the amendment to the housing program guidelines;
2. Identification and reasons for the proposed amendment;
3. If additional local matching funds are required due to this amendment, certification that such funds are available.

Attachment 2: If the housing program guidelines amendment will affect major milestones, a revised implementation schedule showing completion of major milestones for all activities.

Attachment 3: A complete copy of the proposed revised housing program guidelines.

Budget/Sources and Uses Amendment

Original Contract Budget Approved

| Activity Name | Activity Number | CDBG Funds | Other Funds | Total Funds |
|---------------|-----------------|------------|-------------|-------------|
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| Total | | | | |

Proposed Budget After Amendment

| Activity Name | Activity Number | CDBG Funds | Other Funds | Total Funds |
|---------------|-----------------|------------|-------------|-------------|
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| Total | | | | |

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the budget amendment;
2. Identification and reasons for the proposed budget amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required due to this amendment, certification that such funds are available.
4. If the amendment includes a new activity, certification that the activity meets the national objective.

Attachment 2: Minutes from the public hearing held on the proposed amendment (required if reallocating more than 10% of the total original grant amount).

Attachment 3: If the budget amendment will affect major milestones, a revised implementation schedule showing completion of major milestones for all activities.

Attachment 4: Certification of re-evaluation of the environmental assessment (this form is included in the CDBG Administration Manual Chapter 6 – Environmental Review).

| FOR DED USE ONLY | | | |
|---|--------------------|-------------|--|
| <i>Program Representative Recommendation:</i> <input type="checkbox"/> <i>approve</i> <input type="checkbox"/> <i>deny</i> <input type="checkbox"/> <i>consultation</i> | <i>Initials</i> | <i>Date</i> | |
| | Signature | | |
| Date amendment request received | Printed Name/Title | | |
| <input type="checkbox"/> <i>approved</i> <input type="checkbox"/> <i>denied</i> | Date | | |

York NE 21DTR014 Downtown Revitalization Project Implementation Schedule

General Administration: \$25,000.00

| Activity | Time of Performance |
|------------------------------|----------------------------|
| Obtain Contract with SENDD | Quarter 1 |
| Environmental Review & ROF | Quarter 1 |
| Grant/Project Administration | Quarter 1 – 12 |
| Market Program | Quarter 3 - 10 |
| Prepare Reports | Quarter 2, 4, 6, 8, 10, 12 |
| Review Apps | Quarter 3 - 6 |
| Construction Oversight | Quarter 6 - 12 |
| Close & Marketing | Quarter 11-12 |

Construction Management: \$10,000.00

| Activity | Time of Performance |
|------------------------------|---------------------|
| Davis Bacon Compliance | Quarter 6 – 11 |
| Pre-Construction Conferences | Quarter 6 – 11 |
| Conduct Employee Interviews | Quarter 6 – 11 |
| Review Weekly Payrolls | Quarter 6 – 11 |
| Prepare Final Wage Report | Quarter 12 |

Commercial Rehabilitation: \$400,000.00

| Activity | Time of Performance |
|------------------------------------|---------------------|
| SHPO & Tier II reviews (as needed) | Quarter 6 – 11 |
| Plans & Specs (when needed) | n/a |
| Award Construction Contracts | Quarter 6 – 11 |
| Construction | Quarter 6 – 11 |

Recap of Project Progress

| Business | CDBG | Expended | Match | Remaining |
|--|---------------------|---------------------|---------------------|---------------------|
| Mogul Real Estate – 924 N Grant Ave | \$50,000 | \$50,000 | \$19,273.36 | 0.00 |
| Apex Electric – 202 N Lincoln Ave | \$22,455.00 | \$7,537.50 | \$4,972.50 | \$14,917.50 |
| Yorkshire Playhouse – 517 N Lincoln Ave | \$50,000.00 | \$50,000.00 | \$26,171.00 | \$0.00 |
| Cyclone Properties, LLC – 116 E 6 th St | \$48,585.00 | \$48,585.00 | \$17,167.00 | \$0.00 |
| Penners Tire & Auto – 903 N Lincoln Ave | \$44,799.00 | \$44,799.00 | \$28,810.98 | \$0.00 |
| Red Couch Counseling – 223 E 8 th St | \$20,563.76 | \$17,751.57 | \$5,917.20 | \$2,812.19 |
| BLT Rentals – 114, 116, 118 W 6 th St | \$8,977.50 | \$8,977.50 | \$3,947.50 | \$0.00 |
| Slack Supply – 817 N Lincoln Ave | \$17,877.50 | \$17,538.72 | \$5,846.25 | \$34.78 |
| T&J Rentals – 208 E 4 th St | \$50,000.00 | \$50,000.00 | \$20,173.13 | \$0.00 |
| York Dance Center – 415 Platte Ave | \$14,457.24 | \$0.00 | | \$14,457.24 |
| Dose Management – 623 N Grant Ave | \$50,000.00 | \$0.00 | | \$50,000.00 |
| Service Master – 410 N Lincoln Ave | \$22,275.00 | \$0.00 | | \$22,275.00 |
| Total | \$400,000.00 | \$295,189.29 | \$132,278.92 | \$104,810.71 |

Projects Completed & Reimbursed: 8

Projects under Construction to be completed by year end: 1

Projects Completed but not reimbursed: 1

Projects experiencing delays due to contractor availability: 2

Projects with a rescinded application: 10

Pending Application: 0

CDBG Award: \$400,000.00

CDBG Funds Expended to Date: \$295,189.29

CDBG Funds Allocated: \$400,000.00

Match Funds Expended: \$132,278.92

CDBG Funds Remaining from Allocated Projects: \$104,810.71

AIA® Document A141® - 2014 Exhibit C

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 16th day of November in the year 2023 (the "Agreement")
(In words, indicate day, month and year.)

This Design-Build Amendment is effective upon execution this 21st day of March in the year 2024. (the "Amendment").

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 4th Street
York, NE 68467

THE DESIGN-BUILDER:

(Name, legal status and address)

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

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- C.1 CONTRACT SUM
- C.2 CONTRACT TIME
- C.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- C.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- C.5 COST OF THE WORK

ARTICLE C.1 CONTRACT SUM

§ C.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section C.1.2 below

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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[<< >>] Cost of the Work plus the Design-Builder's Fee, in accordance with Section C.1.3 below

[<< >>] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section C.1.4 below

(Based on the selection above, complete Section C.1.2, C.1.3 or C.1.4 below.)

§ C.1.2 Stipulated Sum

§ C.1.2.1 The Stipulated Sum shall be **Two Million Eight Hundred Seventeen Thousand Four Hundred Fifty Dollars and No/100 Cents (\$2,817,450.00)**, subject to authorized adjustments as provided in the Design-Build Documents and subject to further review upon the completion of Design.

§ C.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

No Alternates are included in the Stipulated Sum.

Below is a Schedule of Alternates that may be selected by Owner either at Contract Execution or in writing to Design-Builder within ten (10) calendar days from the date of Contract Execution. Place a check mark next to each Alternate being selected at Contract Execution.

Schedule of Alternates

- Add \$35,460: to supply and install +/-286 lf. of 8' tall black vinyl chain link fence.
- Add \$19,062: to supply and install +/- 12,000 sf. to seed, fine grade and install irrigation.
- Add \$83,783: to supply retaining wall pad for the concrete retaining wall.
- Add \$97,682: to supply and install a 750-seat bleacher section with increased +/- 1,200 sf. bleacher pad.

§ C.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

See attached Exhibit C.1

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

§ C.1.3 Intentionally Omitted

<< >>

§ C.1.4. Intentionally Omitted

<< >>

§ C.1.5 Payments

§ C.1.5.1 Milestone Payments

§ C.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make milestone payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

Milestone Payment Schedule for all Scope of Work excluding the bleachers:

- 50% of Base Contract Sum due upon execution of this Agreement.
- 50% of Alternates Sum, as selected by Owner, due within ten (10) calendar days of Alternates selection; except for selection of 750 seat bleacher set with bleacher pad below.
- 25% of Base Contract Sum and Alternates Sum due upon completion of Site Excavation.
- 20% of Base Contract Sum and 20% Alternates Sum due upon completion of Base Construction.
- 5% of Base Contract Sum and Alternates Sum due upon Substantial Completion of Project.

Milestone Payment Schedule for the 750 seat bleachers set with bleacher pad, if selected:

- \$40,000 to be paid for the bleachers upon execution of this Agreement or upon selection of the Alternate.
- The remaining balance for the bleachers (\$57,682) will be invoiced on or after October 1, 2024.

§ C.1.5.1.1.1 For the purposes of this Agreement and § C.1.5.1.1, the following meanings shall apply:

- “Work” means all construction services required by, intended by, and included in this Amendment, whether completed or partially completed, and includes all other labor, materials, equipment, parts, supplies, skills, supervision, transportation, services, and other facilities and things necessary, proper, or incidental for the Contractor to carry out and complete its obligations under the terms of the Amendment. The Scope of Work for the Contractor for Package B is set forth in the attached Exhibit C.1.
- “Site Excavation” shall mean the removal of all materials necessary for Base Construction to commence on the Project.
- “Base Construction” shall mean work necessary for earth excavation, placement of aggregate and/or drainage systems to prepare the worksite for installation of synthetic turf.
- “Substantial Completion” shall mean the state in the progress of the Work when the Work or designated portion thereof is sufficiently complete so the Owner can occupy or utilize the Work for its intended use.

§ C.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Each Application for Payment shall cover the amounts due and owing at the time of the Application per the milestone payment schedule set forth above in § C.1.5.1.1.

§ C.1.5.1.3 Provided that an Application for Payment is received not later than the 25th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 15th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than ~~thirty~~ (30) calendar days after the Owner receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ C.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Stipulated Sum, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder’s Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ C.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ C.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections C.1.5.1.4 or C.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ C.1.5.1.7 The Design-Builder shall have the right to make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site, in order to timely procure materials and equipment necessary for the Work.

§ C.1.5.2 Milestone Payments—Stipulated Sum

§ C.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ C.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each payment shall be made in accordance with the calculations of the Milestone Billing Schedule in § C.1.5.1.1.

§ C.1.5.2.3 The milestone payment amount determined in accordance with Section C.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ C.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections C.1.5.2.2.1 and C.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

None

§ C.1.5.3 Intentionally Omitted.

§ C.1.5.4 Intentionally Omitted.

§ C.1.5.5 Final Payment

§ C.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ C.1.5.5.2 Intentionally Omitted.

ARTICLE D.2 CONTRACT TIME

§ C.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ C.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than « » (« ») days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Work to be substantially complete on or before August 9, 2024; subject to delivery of, and acceptance by, the Design-Builder of long lead items from manufacturer(s) for the Project, and timely completion of scopes of work by the Owner on the Project, to the satisfaction of Design-Builder.

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated Damages: This Project is subject to liquated damages as described below, and it is understood and agreed that time is the essence for this Contract. Should the Design-Builder fail to substantially complete the Work in accordance with Section C.2.2 above the Design-Builder shall pay to the City, as liquidated damages and not as a penalty, \$100.00 per calendar day of default unless an extension of time granted by the City specifically providing for the waiving of liquidated damages, which such extension of time shall not be unreasonably withheld by the City provided good cause is shown by the Design-Builder for any such delay in reaching substantial completion. If liquidated are assessed against the Design-Builder, the City shall have the right to deduct the liquidated damages amount from any moneys in its hands, otherwise due, or to become due, to the Contractor, or to sue for and recover compensation for damages for non-performance of this Contract within the time stipulated.

ARTICLE C.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ C.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ C.3.1.1 The Supplementary and other Conditions of the Contract:

The Owner and Design-Builder hereby agree and stipulate that the transaction described in this Amendment is an Equalis Group Cooperative Project. Therefore, the following document is incorporated into this Amendment 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 Amendment and that Master Agreement Contract, this Amendment will prevail.

| Document | Title | Date | Pages |
|----------|-------|------|-------|
| TBD | | | |

§ C.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

See attached Exhibit C.1

| Section | Title | Date | Pages |
|---------|-------|------|-------|
| | | | |

§ C.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

TBD

| Number | Title | Date |
|--------|-------|------|
| | | |

§ C.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Design-Builder’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project.)

| Title | Date | Pages |
|-------|------|-------|
| N/A | | |

Other identifying information:

See Exhibit C.1

§ C.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

See Exhibit C.1

.2 Contingencies

See Exhibit C.1

§ C.3.1.6 Design-Builder’s assumptions and clarifications:

See Exhibit C.1

§ C.3.1.7 Deviations from the Owner’s Criteria as adjusted by a Modification:

None.

§ C.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

N/A

ARTICLE C.4 DESIGN-BUILDER’S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ C.4.1 The Design-Builder’s key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

Dustin Forgy
601 E Wyandotte St.
Meriden, KS 66512

.2 Project Manager

Erik Monhollon
601 E Wyandotte St.
Meriden, KS 66512

.3 Others

Shawn Grisamore
601 E Wyandotte St.
Meriden, KS 66512

§ C.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

TBD

ARTICLE C.5 COST OF THE WORK

§ C.5.1 Cost To Be Reimbursed as Part of the Contract

§ C.5.1.1 Labor Costs

§ C.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ C.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

| Person Included | Status (full-time/part-time) | Rate (\$0.00) | Rate (unit of time) |
|-----------------|------------------------------|---------------|---------------------|
| | | | |

§ C.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ C.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section C.5.1.1.

§ C.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ C.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ C.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ C.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ C.5.1.3.2 Costs of materials described in the preceding Section C.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the

completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ C.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ C.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ C.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ C.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ C.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ C.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ C.5.1.5 Miscellaneous Costs

§ C.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ C.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ C.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ C.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section C.5.1.6.3.

§ C.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ C.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ C.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ C.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ C.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ C.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ C.5.1.6 Other Costs and Emergencies

§ C.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ C.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ C.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ C.5.1.7 Related Party Transactions

§ C.5.1.7.1 For purposes of Section C.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ C.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section C.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section C.5.4.

§ C.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section C.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section C.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section C.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section C.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ C.5.3 Discounts, Rebates, and Refunds

§ C.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from

the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ C.5.3.2 Amounts that accrue to the Owner in accordance with Section C.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ C.5.4 Other Agreements

§ C.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ C.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section C.5.5, below.

§ C.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ C.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ C.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

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

OWNER (Signature)

City of York
Barry Redfern, Mayor

(Printed name and title)

DESIGN-BUILDER (Signature)

Mammoth Sports Construction, LLC
Jacob Farrant, CEO/Manager

(Printed name and title)



Design-Build Amendment - Exhibit C.1

Date: March 21, 2024

Project: Levitt Stadium Football and Baseball Field Conversion

Project Address: 921 E 6th St., York, NE 68467

BASE PRICE: \$2,817,450

Scope of Work for Full Conversions of the Baseball & Football Field

- a. Double Play for the baseball field in field conversion +/- 18,983 sf.
- b. XT 57 +/- 117,632 sf. for the remainder of the playing surfaces.
- c. (1) two colored mid field logo 40' x 40'.
- d. (9) two colored end zone letters.
- e. (1) 10 x 7 two colored logo behind home plate.
- f. +/- 850 sf. of fit turf on existing concrete pad at batting cage.
- g. Site electrical relocation allowance.
- h. Spot stabilization allowance.
- i. Concrete curb as required.
- j. +/- 1,300 sf of concrete sidewalk
- k. +/-144 sf of concrete ramp for access from the locker room to the elevated field.
- l. +/-595 lf. of concrete cast in place retaining wall.
- m. (1) 3" pad for existing light post at the football field.
- n. +/- 32 lf of 3" padding at the Southwest corner of the football field fence.
- o. +/-4,000 sf of concrete slab on grade.
- p. (1) set of goal post and installation.
- q. (1) play clock concrete footing, structural steel substructure, and electrical connection.
- r. (2) CMU dugouts with wood roof structure, electrical and asphalt shingle.
- s. 360 lf. of portable 6' tall fence.
- t. Black Vinyl Chain link fence and gates per plan.
 - +/- 626 lf of combination 42" & 48" fence.
 - +/- 770 lf. of 6' fence.
 - +/- 600 lf. of 8' fence.
 - +/- 96 lf. of 10' fence.
 - +/- 42 lf. of 12' fence.
- u. (1) 500 seat bleacher and concrete bleacher pad with ADA access and seating.
- v. New aggregate base, drainage, fencing, and athletic equipment are included.
- w. Contract price is based on acceptance of proposal within 30 days from date of this document.

Alternates For Selection by Owner:

- Add \$35,460: to supply and install +/-286 lf. of 8' tall black vinyl chain link fence.
- Add \$19,062: to supply and install +/- 12,000 sf to seed, fine grade and install irrigation.
- Add \$83,783: to supply retaining wall pad for the concrete retaining wall.
- Add \$97,682: to supply and install a 750-seat bleacher section with increased +/- 1,200 sf. bleacher pad.



Additional Terms:

*Potential and additional costs that may be incurred after or during site investigation and/or design include but are not limited to: (1) Site Investigation (Utilities relocation, upgrades, or modifications); (2) Governing Jurisdiction or Agency Review, Comments or Requirements (SWPP- storm water protection plan, erosion control, environmental testing or remediation, permitting or other necessary approvals); or (3) Changes of Owner requested after .

Clarifications & Assumptions for Scope of Work

The Clarifications Assumptions for the Scope of Work for this Project are as follows:

Design Services and Construction Documentation

Design Services Agreement, survey and geotechnical costs are excluded from this Design- Build Amendment, as such costs have separately been invoiced to Owner for payment.

General Inclusions and Exclusions

1. Sales tax is excluded.
2. General Liability Insurance is included.
3. Supervision and mobilization are included.
4. Construction permitting costs have been excluded.
5. Payment, Performance and/or Statutory bonds, and associated fees are included.
6. An allowance of \$30,000 has been included for spot soil stabilization.
7. An allowance of \$60,000 has been included to re-route/repair site electrical around the perimeter of the field.
8. An allowance of \$30,000 for reworking the existing bleacher ADA ramp has been included.
9. Erosion control and maintenance thereof is included.
 - a. Any water/drainage studies, SWPPP plan, or additional drainage requirements over and above the listed and typical artificial turf field drainage system are excluded.
10. All necessary tools, equipment and personal protective equipment are included.
11. Final punch-out and clean-up of the completed project are included.
12. Standard 1-year workmanship warranty is included.
13. The Design-Builder reserves the right to include, pay overtime and acceleration costs within this contract as required to manage the schedule.
14. Unforeseen subsurface conditions, including burial remains and/or artifacts, and removal of underground structures are excluded.
15. Site Security is excluded.
16. Development fees are excluded.
17. Utility consumption costs for construction activities are excluded.
 - a. Utilities are to remain under the owner's name and paid by owner.
18. Construction & Special Testing, including the identification of the presence of hazardous materials or substances at the Project before, during or after the Work, is excluded.
19. The Owner shall provide structurally capable ingress/egress for ALL of Design-Builder's personnel, equipment, and materials and staging within 50' of field. Construction traffic shall be expected at the work site, and upon surrounding streets and roads, for the duration of this Agreement, including but not limited to heavy machinery use, semi-tractor and dump truck travel and the delivery of construction materials necessary for the Work. The Design-Builder is NOT responsible for wear and



tear to streets or roads on or adjacent to the work site due to construction traffic ingress/egress to the work site.

20. Design-Builder requires, and Owner shall provide, a suitable staging area per field. A 25' x 25' hard or paved clean surface area located within 100' feet of the playing surface shall be provided for purposes of proper mixing of infill material. The staging area must have a minimum access of 15 feet wide by 15 feet high. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. The staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. The Design-Builder shall not be liable for any damage to the staging area or existing surfaces unless such damage is caused by Design-Builder's intentional misconduct or gross negligence.
21. Temporary toilets are excluded. Owner to provide access to existing restroom facilities at no additional cost.
22. Any item or scope of work not specifically listed above or below is excluded.

General Sitework & Preparation

1. Construction of (2) construction entrances has been included.
2. Site demolition is excluded unless otherwise noted or shown.
3. Owner Provided Demolition Scope Clarifications:
 - a. Existing manhole removal or rework from MSC scope including backfill in compacted lifts.
 - b. Chain link fence removal of any kind is excluded. Foundations assumed to be removed and backfilled properly in compacted lifts, as part of Owner's scope of work.
 - c. Tree removal of any kind is excluded. Assumes existing root ball base has been removed entirely and properly backfilled in compacted lifts, as part of Owner's scope of work.
 - d. Cutting, capping or removal of any water or irrigation lines are excluded. It is assumed any removal of lines will be properly backfilled in compacted lifts, as part of Owner's scope of work.
 - e. Demolition of the (2) existing dugouts, dugout pads or footings are excluded. It is assumed the footings will be removed and properly backfilled in compacted lifts, as part to Owner's scope of work.
 - f. Saw cutting and concrete removal are excluded.
 - i. Saw cutting associated with the new storm tie in the parking area is included.
 - g. Compaction of all items removed in the field of play must be approved and accepted by the Design-Builder. Any additional work needed to fix deficiencies related to Owner's scope of work, including but not limited to backfilling, compaction or settling, will be additional costs.
4. Stripping of topsoil and excavation to subgrade are included.
5. Haul-off material will be taken to a location designated, and/or provided, by Owner within one (1) mile of project site.
 - a. If haul off material cannot be placed at site designated or provided by Owner within one (1) mile of the site, and such materials are hauled more than one (1) mile from the project site, an additional fee of Three Dollars (\$3.00) per cubic yard/per mile, up to ten (10) miles, shall be charged to Owner for haul-off of excess material and added to contract sum via change order.
6. If Owner provided utility plans are not available, Design-Builder will utilize "Dig Safe" or 811 and private locate utilities. Design-Builder will coordinate these efforts with Owner.
7. Utility infrastructure work or repair is excluded, unless otherwise stated herein.
 - a. The supply of or adjustment to manholes, clean-outs, and grates and supply of the manhole covers is specifically excluded.
8. An allowance of \$60,000 has been included for site electrical relocation. The Owner acknowledges that full scope of site electrical relocation is not yet determined and may require additional scope of work and/or costs.



9. +/- 595 lf. of cast in place retaining wall is included. Architectural grade face is not included.
10. Asphalt patch for storm water tie has been included.
11. Fencing: black vinyl chain link fencing is included.
 - a. +/- 626 lf of combination 42" & 48" fence.
 - b. +/- 770 lf. of 6' fence.
 - c. +/- 600 lf. of 8' fence.
 - d. +/- 96 lf. of 10' fence.
 - e. +/- 42 lf. of 12' fence.
 - f. (12) gates of various sizes which will include 5 double gates and 2 single gates, as set forth in approved design.
12. Site Concrete: is included.
 - a. +/- 144 sf of concrete ramp to field.
 - b. +/- 1,300 sf of concrete sidewalk.
 - c. +/- 2,500 sf of concrete for bleacher pad.
13. Any site improvements not specifically addressed or reflected in plans are excluded.
14. Rock Excavation is excluded.
15. Dewatering associated with excavation is excluded.
16. Any scope of work performed by the Owner, must meet the satisfaction and approval of the Design-Builder. Rework and/or remediation requested by the Design-Builder on scopes of work performed by the Owner, shall be at the cost of the Owner and shall constitute good cause to extend the time for Design-Builder to reach substantial completion.
17. Site landscaping and reseeded has been excluded.

Synthetic Turf Field (Full Conversion)

1. **Stabilization:** A spot subgrade soil stabilization allowance has been included per the geotechnical report.
2. **Drainage Stone:** 4" of permeable base stone and 2" of permeable finish stone are included.
 - a. Grading and compaction of each course to proper planarity and density is included.
3. **Geotextile Fabric:** Mirafi 140N geotextile fabric or equal is included above the subgrade and underneath the drainpipe and drain stone.
4. **Drainage Pipe:** 6"-12" HDPE piping around perimeter of field, flat drains in a herring bone pattern at 40' on-center, and necessary connectors for a complete subgrade drainage infrastructure are included.
 - a. All drain basins, cleanouts, or access panels as per plan.
 - b. Tie-in to local storm utility as per plan.
5. **Curb & Nailer Board:** 6"x12" concrete curbing and attached nailer board are included at the perimeter of the turf area.
6. **Synthetic Turf:** Supply and installation of approximately 136,615 square feet of artificial turf is included with the noted installation options below:
 - a. +/- 35,684 sf of FieldTurf DoublePlay for the baseball field infield playing area.
 - b. +/- 100,931 sf of FieldTurf XT 57 synthetic turf system is included for the remainder of the playing field area.
 - c. +/- 850 sf of FieldTurf FitTurf for the existing concrete pad batting cage area.
 - i. Please note that no slab preparation has been included. It is assumed this slab is adequate condition to receive the turf.
 - d. Football, Baseball, Logos, field markings are included as noted below.
 - i. 2 colored 40'x40' midfield logo is included.
 - ii. 2 colored endzone letters are included "DUKES" & "YORK".
 - iii. (1) 10' x 7' two colored logo behind home plate



- e. Baseball & Softball Synthetic Turf Warranty: An eight (8) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface; with exception on the base paths and base areas which shall be two (2) years instead of eight (8) years and without 3rd party insurance. No warranty or 3rd party insurance is provided for high traffic areas, including the home plate area and/or the pitcher's mound area.
 - f. Football & Soccer Warranty: An (8) year 3rd party pre-paid insured warranty on the artificial turf surface is included.
7. **Athletic Equipment:** Supply and installation of the following is included.
- a. (1) set - 20' H 8' offset goal posts: Sportsfield Specialties Base Plate Mount
 - b. Goal post pads are excluded.
 - c. Installation of (1) Owner provided play clock is included.
 - d. (1) set - 30' yellow foul poles: Sportsfield Specialties FPW630 Description: 30' Ground Sleeve Foul Poles
 - e. (2) ea. - 48"x8'4" CMU dugouts with shingle roof.
 - i. Electrical for dugouts is include per approved design plan.
 - f. (2) ea. - 48" modular guardrail system - 30' long
 - g. (1) ea. - Concrete pitching mound.
 - h. (3) ea. - Pitching rubber – 4-way system
 - i. 360 lf. - Portable fence system (manufactured)
 - j. 32 lf. - 3" wall pad system
 - k. (1) ea. - Bases: Sportsfield Specialties SHBBPLSET Set
 - l. (1) ea. - Home plate: Sportsfield Specialties SHSRHP Bury All HP
 - i. White turf is provided at bullpen home plate in lieu of physical plate.
 - m. Portable pitching mounds are excluded.
 - n. (1) ea. – 3" pad at existing light pole (between football and baseball playing areas)
 - o. All athletic equipment not listed above is excluded.
8. **Stadium Seating:**
- a. 1- 500 seat ADA bleacher system with concrete pad.
 - b. \$30,000 allowance has been included to rework ADA ramp at existing bleacher system.

Artificial Turf Maintenance, Equipment and Training

- 1. **Maintenance Equipment:**
 - a. (1) Field Sweep is included.
 - b. Vehicle for towing maintenance equipment is excluded.
- 2. **Maintenance Training:** Training of the maintenance staff on the basic components of effective and routine maintenance is included.
- 3. **Annual Maintenance:**
 - a. Annual maintenance is excluded.

Force Majeure:

By execution of the Contract, 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 any and 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 shall, in the event of Force Majeure, execute a Change Order, as set forth in the Contract, to adjust the Contract Sum, Contract Time and any other cost or expense as a result of each Force Majeure Event.

AIA® Document A141® – 2014 Exhibit C

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 16th day of November in the year 2023 (the “Agreement”)
(In words, indicate day, month and year.)

This Design-Build Amendment is effective upon execution this 21st day of March in the year 2024. (the “Amendment”).

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 4th Street
York, NE 68467

THE DESIGN-BUILDER:

(Name, legal status and address)

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

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- C.1 CONTRACT SUM
- C.2 CONTRACT TIME
- C.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- C.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- C.5 COST OF THE WORK

ARTICLE C.1 CONTRACT SUM

§ C.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section C.1.2 below

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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[<< >>] Cost of the Work plus the Design-Builder's Fee, in accordance with Section C.1.3 below

[<< >>] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section C.1.4 below

(Based on the selection above, complete Section C.1.2, C.1.3 or C.1.4 below.)

§ C.1.2 Stipulated Sum

§ C.1.2.1 The Stipulated Sum shall be **Two Million Eight Hundred Seventeen Thousand Four Hundred Fifty Dollars and No/100 Cents (\$2,817,450.00)**, subject to authorized adjustments as provided in the Design-Build Documents and subject to further review upon the completion of Design.

§ C.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

No Alternates are included in the Stipulated Sum.

Below is a Schedule of Alternates that may be selected by Owner either at Contract Execution or in writing to Design-Builder within ten (10) calendar days from the date of Contract Execution. Place a check mark next to each Alternate being selected at Contract Execution.

Schedule of Alternates

- Add \$35,460: to supply and install +/-286 lf. of 8' tall black vinyl chain link fence.
- Add \$19,062: to supply and install +/- 12,000 sf. to seed, fine grade and install irrigation.
- Add \$83,783: to supply retaining wall pad for the concrete retaining wall.
- Add \$97,682: to supply and install a 750-seat bleacher section with increased +/- 1,200 sf. bleacher pad.

§ C.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

See attached Exhibit C.1

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

§ C.1.3 Intentionally Omitted

<< >>

§ C.1.4. Intentionally Omitted

<< >>

§ C.1.5 Payments

§ C.1.5.1 Milestone Payments

§ C.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make milestone payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

Milestone Payment Schedule for all Scope of Work excluding the bleachers:

- 50% of Base Contract Sum due upon execution of this Agreement.
- 50% of Alternates Sum, as selected by Owner, due within ten (10) calendar days of Alternates selection; except for selection of 750 seat bleacher set with bleacher pad below.
- 25% of Base Contract Sum and Alternates Sum due upon completion of Site Excavation.
- 20% of Base Contract Sum and 20% Alternates Sum due upon completion of Base Construction.
- 5% of Base Contract Sum and Alternates Sum due upon Substantial Completion of Project.

Milestone Payment Schedule for the 750 seat bleachers set with bleacher pad, if selected:

- \$40,000 to be paid for the bleachers upon execution of this Agreement or upon selection of the Alternate.
- The remaining balance for the bleachers (\$57,682) will be invoiced on or after October 1, 2024.

§ C.1.5.1.1.1 For the purposes of this Agreement and § C.1.5.1.1, the following meanings shall apply:

- “Work” means all construction services required by, intended by, and included in this Amendment, whether completed or partially completed, and includes all other labor, materials, equipment, parts, supplies, skills, supervision, transportation, services, and other facilities and things necessary, proper, or incidental for the Contractor to carry out and complete its obligations under the terms of the Amendment. The Scope of Work for the Contractor for Package B is set forth in the attached Exhibit C.1.
- “Site Excavation” shall mean the removal of all materials necessary for Base Construction to commence on the Project.
- “Base Construction” shall mean work necessary for earth excavation, placement of aggregate and/or drainage systems to prepare the worksite for installation of synthetic turf.
- “Substantial Completion” shall mean the state in the progress of the Work when the Work or designated portion thereof is sufficiently complete so the Owner can occupy or utilize the Work for its intended use.

§ C.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Each Application for Payment shall cover the amounts due and owing at the time of the Application per the milestone payment schedule set forth above in § C.1.5.1.1.

§ C.1.5.1.3 Provided that an Application for Payment is received not later than the 25th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 15th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than ~~thirty~~ (30) calendar days after the Owner receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ C.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Stipulated Sum, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder’s Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ C.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ C.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections C.1.5.1.4 or C.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ C.1.5.1.7 The Design-Builder shall have the right to make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site, in order to timely procure materials and equipment necessary for the Work.

§ C.1.5.2 Milestone Payments—Stipulated Sum

§ C.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ C.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each payment shall be made in accordance with the calculations of the Milestone Billing Schedule in § C.1.5.1.1.

§ C.1.5.2.3 The milestone payment amount determined in accordance with Section C.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ C.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections C.1.5.2.2.1 and C.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

None

§ C.1.5.3 Intentionally Omitted.

§ C.1.5.4 Intentionally Omitted.

§ C.1.5.5 Final Payment

§ C.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ C.1.5.5.2 Intentionally Omitted.

ARTICLE D.2 CONTRACT TIME

§ C.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ C.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than « » (« ») days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Work to be substantially complete on or before August 9, 2024; subject to delivery of, and acceptance by, the Design-Builder of long lead items from manufacturer(s) for the Project, and timely completion of scopes of work by the Owner on the Project, to the satisfaction of Design-Builder.

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated Damages: This Project is subject to liquated damages as described below, and it is understood and agreed that time is the essence for this Contract. Should the Design-Builder fail to substantially complete the Work in accordance with Section C.2.2 above the Design-Builder shall pay to the City, as liquidated damages and not as a penalty, \$100.00 per calendar day of default unless an extension of time granted by the City specifically providing for the waiving of liquidated damages, which such extension of time shall not be unreasonably withheld by the City provided good cause is shown by the Design-Builder for any such delay in reaching substantial completion. If liquidated are assessed against the Design-Builder, the City shall have the right to deduct the liquidated damages amount from any moneys in its hands, otherwise due, or to become due, to the Contractor, or to sue for and recover compensation for damages for non-performance of this Contract within the time stipulated.

ARTICLE C.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ C.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ C.3.1.1 The Supplementary and other Conditions of the Contract:

The Owner and Design-Builder hereby agree and stipulate that the transaction described in this Amendment is an Equalis Group Cooperative Project. Therefore, the following document is incorporated into this Amendment 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 Amendment and that Master Agreement Contract, this Amendment will prevail.

Document

Title

Date

Pages

TBD

§ C.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

See attached Exhibit C.1

Section

Title

Date

Pages

§ C.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

TBD

| Number | Title | Date |
|--------|-------|------|
| | | |

§ C.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Design-Builder’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project.)

| Title | Date | Pages |
|-------|------|-------|
| N/A | | |

Other identifying information:

See Exhibit C.1

§ C.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

See Exhibit C.1

.2 Contingencies

See Exhibit C.1

§ C.3.1.6 Design-Builder’s assumptions and clarifications:

See Exhibit C.1

§ C.3.1.7 Deviations from the Owner’s Criteria as adjusted by a Modification:

None.

§ C.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

N/A

ARTICLE C.4 DESIGN-BUILDER’S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ C.4.1 The Design-Builder’s key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

Dustin Forgy
601 E Wyandotte St.
Meriden, KS 66512

.2 Project Manager

Erik Monhollon
601 E Wyandotte St.
Meriden, KS 66512

.3 Others

Shawn Grisamore
601 E Wyandotte St.
Meriden, KS 66512

§ C.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

TBD

ARTICLE C.5 COST OF THE WORK

§ C.5.1 Cost To Be Reimbursed as Part of the Contract

§ C.5.1.1 Labor Costs

§ C.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ C.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

| Person Included | Status (full-time/part-time) | Rate (\$0.00) | Rate (unit of time) |
|-----------------|------------------------------|---------------|---------------------|
| | | | |

§ C.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ C.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section C.5.1.1.

§ C.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ C.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ C.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ C.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ C.5.1.3.2 Costs of materials described in the preceding Section C.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the

completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ C.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ C.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ C.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ C.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ C.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ C.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ C.5.1.5 Miscellaneous Costs

§ C.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ C.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ C.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ C.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section C.5.1.6.3.

§ C.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ C.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ C.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ C.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ C.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ C.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ C.5.1.6 Other Costs and Emergencies

§ C.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ C.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ C.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ C.5.1.7 Related Party Transactions

§ C.5.1.7.1 For purposes of Section C.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ C.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section C.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section C.5.4.

§ C.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section C.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section C.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section C.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section C.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ C.5.3 Discounts, Rebates, and Refunds

§ C.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from

the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ C.5.3.2 Amounts that accrue to the Owner in accordance with Section C.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ C.5.4 Other Agreements

§ C.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ C.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section C.5.5, below.

§ C.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ C.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ C.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

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

OWNER (Signature)

City of York
Barry Redfern, Mayor

(Printed name and title)

DESIGN-BUILDER (Signature)

Mammoth Sports Construction, LLC
Jacob Farrant, CEO/Manager

(Printed name and title)



Design-Build Amendment - Exhibit C.1

Date: March 21, 2024

Project: Levitt Stadium Football and Baseball Field Conversion

Project Address: 921 E 6th St., York, NE 68467

BASE PRICE: \$2,817,450

Scope of Work for Full Conversions of the Baseball & Football Field

- a. Double Play for the baseball field in field conversion +/- 18,983 sf.
- b. XT 57 +/- 117,632 sf. for the remainder of the playing surfaces.
- c. (1) two colored mid field logo 40' x 40'.
- d. (9) two colored end zone letters.
- e. (1) 10 x 7 two colored logo behind home plate.
- f. +/- 850 sf. of fit turf on existing concrete pad at batting cage.
- g. Site electrical relocation allowance.
- h. Spot stabilization allowance.
- i. Concrete curb as required.
- j. +/- 1,300 sf of concrete sidewalk
- k. +/-144 sf of concrete ramp for access from the locker room to the elevated field.
- l. +/-595 lf. of concrete cast in place retaining wall.
- m. (1) 3" pad for existing light post at the football field.
- n. +/- 32 lf of 3" padding at the Southwest corner of the football field fence.
- o. +/-4,000 sf of concrete slab on grade.
- p. (1) set of goal post and installation.
- q. (1) play clock concrete footing, structural steel substructure, and electrical connection.
- r. (2) CMU dugouts with wood roof structure, electrical and asphalt shingle.
- s. 360 lf. of portable 6' tall fence.
- t. Black Vinyl Chain link fence and gates per plan.
 - +/- 626 lf of combination 42" & 48" fence.
 - +/- 770 lf. of 6' fence.
 - +/- 600 lf. of 8' fence.
 - +/- 96 lf. of 10' fence.
 - +/- 42 lf. of 12' fence.
- u. (1) 500 seat bleacher and concrete bleacher pad with ADA access and seating.
- v. New aggregate base, drainage, fencing, and athletic equipment are included.
- w. Contract price is based on acceptance of proposal within 30 days from date of this document.

Alternates For Selection by Owner:

- Add \$35,460: to supply and install +/-286 lf. of 8' tall black vinyl chain link fence.
- Add \$19,062: to supply and install +/- 12,000 sf to seed, fine grade and install irrigation.
- Add \$83,783: to supply retaining wall pad for the concrete retaining wall.
- Add \$97,682: to supply and install a 750-seat bleacher section with increased +/- 1,200 sf. bleacher pad.



Additional Terms:

*Potential and additional costs that may be incurred after or during site investigation and/or design include but are not limited to: (1) Site Investigation (Utilities relocation, upgrades, or modifications); (2) Governing Jurisdiction or Agency Review, Comments or Requirements (SWPP- storm water protection plan, erosion control, environmental testing or remediation, permitting or other necessary approvals); or (3) Changes of Owner requested after .

Clarifications & Assumptions for Scope of Work

The Clarifications Assumptions for the Scope of Work for this Project are as follows:

Design Services and Construction Documentation

Design Services Agreement, survey and geotechnical costs are excluded from this Design- Build Amendment, as such costs have separately been invoiced to Owner for payment.

General Inclusions and Exclusions

1. Sales tax is excluded.
2. General Liability Insurance is included.
3. Supervision and mobilization are included.
4. Construction permitting costs have been excluded.
5. Payment, Performance and/or Statutory bonds, and associated fees are included.
6. An allowance of \$30,000 has been included for spot soil stabilization.
7. An allowance of \$60,000 has been included to re-route/repair site electrical around the perimeter of the field.
8. An allowance of \$30,000 for reworking the existing bleacher ADA ramp has been included.
9. Erosion control and maintenance thereof is included.
 - a. Any water/drainage studies, SWPPP plan, or additional drainage requirements over and above the listed and typical artificial turf field drainage system are excluded.
10. All necessary tools, equipment and personal protective equipment are included.
11. Final punch-out and clean-up of the completed project are included.
12. Standard 1-year workmanship warranty is included.
13. The Design-Builder reserves the right to include, pay overtime and acceleration costs within this contract as required to manage the schedule.
14. Unforeseen subsurface conditions, including burial remains and/or artifacts, and removal of underground structures are excluded.
15. Site Security is excluded.
16. Development fees are excluded.
17. Utility consumption costs for construction activities are excluded.
 - a. Utilities are to remain under the owner's name and paid by owner.
18. Construction & Special Testing, including the identification of the presence of hazardous materials or substances at the Project before, during or after the Work, is excluded.
19. The Owner shall provide structurally capable ingress/egress for ALL of Design-Builder's personnel, equipment, and materials and staging within 50' of field. Construction traffic shall be expected at the work site, and upon surrounding streets and roads, for the duration of this Agreement, including but not limited to heavy machinery use, semi-tractor and dump truck travel and the delivery of construction materials necessary for the Work. The Design-Builder is NOT responsible for wear and



tear to streets or roads on or adjacent to the work site due to construction traffic ingress/egress to the work site.

20. Design-Builder requires, and Owner shall provide, a suitable staging area per field. A 25' x 25' hard or paved clean surface area located within 100' feet of the playing surface shall be provided for purposes of proper mixing of infill material. The staging area must have a minimum access of 15 feet wide by 15 feet high. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. The staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. The Design-Builder shall not be liable for any damage to the staging area or existing surfaces unless such damage is caused by Design-Builder's intentional misconduct or gross negligence.
21. Temporary toilets are excluded. Owner to provide access to existing restroom facilities at no additional cost.
22. Any item or scope of work not specifically listed above or below is excluded.

General Sitework & Preparation

1. Construction of (2) construction entrances has been included.
2. Site demolition is excluded unless otherwise noted or shown.
3. Owner Provided Demolition Scope Clarifications:
 - a. Existing manhole removal or rework from MSC scope including backfill in compacted lifts.
 - b. Chain link fence removal of any kind is excluded. Foundations assumed to be removed and backfilled properly in compacted lifts, as part of Owner's scope of work.
 - c. Tree removal of any kind is excluded. Assumes existing root ball base has been removed entirely and properly backfilled in compacted lifts, as part of Owner's scope of work.
 - d. Cutting, capping or removal of any water or irrigation lines are excluded. It is assumed any removal of lines will be properly backfilled in compacted lifts, as part of Owner's scope of work.
 - e. Demolition of the (2) existing dugouts, dugout pads or footings are excluded. It is assumed the footings will be removed and properly backfilled in compacted lifts, as part to Owner's scope of work.
 - f. Saw cutting and concrete removal are excluded.
 - i. Saw cutting associated with the new storm tie in the parking area is included.
 - g. Compaction of all items removed in the field of play must be approved and accepted by the Design-Builder. Any additional work needed to fix deficiencies related to Owner's scope of work, including but not limited to backfilling, compaction or settling, will be additional costs.
4. Stripping of topsoil and excavation to subgrade are included.
5. Haul-off material will be taken to a location designated, and/or provided, by Owner within one (1) mile of project site.
 - a. If haul off material cannot be placed at site designated or provided by Owner within one (1) mile of the site, and such materials are hauled more than one (1) mile from the project site, an additional fee of Three Dollars (\$3.00) per cubic yard/per mile, up to ten (10) miles, shall be charged to Owner for haul-off of excess material and added to contract sum via change order.
6. If Owner provided utility plans are not available, Design-Builder will utilize "Dig Safe" or 811 and private locate utilities. Design-Builder will coordinate these efforts with Owner.
7. Utility infrastructure work or repair is excluded, unless otherwise stated herein.
 - a. The supply of or adjustment to manholes, clean-outs, and grates and supply of the manhole covers is specifically excluded.
8. An allowance of \$60,000 has been included for site electrical relocation. The Owner acknowledges that full scope of site electrical relocation is not yet determined and may require additional scope of work and/or costs.



9. +/- 595 lf. of cast in place retaining wall is included. Architectural grade face is not included.
10. Asphalt patch for storm water tie has been included.
11. Fencing: black vinyl chain link fencing is included.
 - a. +/- 626 lf of combination 42" & 48" fence.
 - b. +/- 770 lf. of 6' fence.
 - c. +/- 600 lf. of 8' fence.
 - d. +/- 96 lf. of 10' fence.
 - e. +/- 42 lf. of 12' fence.
 - f. (12) gates of various sizes which will include 5 double gates and 2 single gates, as set forth in approved design.
12. Site Concrete: is included.
 - a. +/- 144 sf of concrete ramp to field.
 - b. +/- 1,300 sf of concrete sidewalk.
 - c. +/- 2,500 sf of concrete for bleacher pad.
13. Any site improvements not specifically addressed or reflected in plans are excluded.
14. Rock Excavation is excluded.
15. Dewatering associated with excavation is excluded.
16. Any scope of work performed by the Owner, must meet the satisfaction and approval of the Design-Builder. Rework and/or remediation requested by the Design-Builder on scopes of work performed by the Owner, shall be at the cost of the Owner and shall constitute good cause to extend the time for Design-Builder to reach substantial completion.
17. Site landscaping and reseeded has been excluded.

Synthetic Turf Field (Full Conversion)

1. **Stabilization:** A spot subgrade soil stabilization allowance has been included per the geotechnical report.
2. **Drainage Stone:** 4" of permeable base stone and 2" of permeable finish stone are included.
 - a. Grading and compaction of each course to proper planarity and density is included.
3. **Geotextile Fabric:** Mirafi 140N geotextile fabric or equal is included above the subgrade and underneath the drainpipe and drain stone.
4. **Drainage Pipe:** 6"-12" HDPE piping around perimeter of field, flat drains in a herring bone pattern at 40' on-center, and necessary connectors for a complete subgrade drainage infrastructure are included.
 - a. All drain basins, cleanouts, or access panels as per plan.
 - b. Tie-in to local storm utility as per plan.
5. **Curb & Nailer Board:** 6"x12" concrete curbing and attached nailer board are included at the perimeter of the turf area.
6. **Synthetic Turf:** Supply and installation of approximately 136,615 square feet of artificial turf is included with the noted installation options below:
 - a. +/- 35,684 sf of FieldTurf DoublePlay for the baseball field infield playing area.
 - b. +/- 100,931 sf of FieldTurf XT 57 synthetic turf system is included for the remainder of the playing field area.
 - c. +/- 850 sf of FieldTurf FitTurf for the existing concrete pad batting cage area.
 - i. Please note that no slab preparation has been included. It is assumed this slab is adequate condition to receive the turf.
 - d. Football, Baseball, Logos, field markings are included as noted below.
 - i. 2 colored 40'x40' midfield logo is included.
 - ii. 2 colored endzone letters are included "DUKES" & "YORK".
 - iii. (1) 10' x 7' two colored logo behind home plate



- e. Baseball & Softball Synthetic Turf Warranty: An eight (8) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface; with exception on the base paths and base areas which shall be two (2) years instead of eight (8) years and without 3rd party insurance. No warranty or 3rd party insurance is provided for high traffic areas, including the home plate area and/or the pitcher's mound area.
 - f. Football & Soccer Warranty: An (8) year 3rd party pre-paid insured warranty on the artificial turf surface is included.
7. **Athletic Equipment:** Supply and installation of the following is included.
- a. (1) set - 20' H 8' offset goal posts: Sportsfield Specialties Base Plate Mount
 - b. Goal post pads are excluded.
 - c. Installation of (1) Owner provided play clock is included.
 - d. (1) set - 30' yellow foul poles: Sportsfield Specialties FPW630 Description: 30' Ground Sleeve Foul Poles
 - e. (2) ea. - 48"x8'4" CMU dugouts with shingle roof.
 - i. Electrical for dugouts is include per approved design plan.
 - f. (2) ea. - 48" modular guardrail system - 30' long
 - g. (1) ea. - Concrete pitching mound.
 - h. (3) ea. - Pitching rubber – 4-way system
 - i. 360 lf. - Portable fence system (manufactured)
 - j. 32 lf. - 3" wall pad system
 - k. (1) ea. - Bases: Sportsfield Specialties SHBBPLSET Set
 - l. (1) ea. - Home plate: Sportsfield Specialties SHSRHP Bury All HP
 - i. White turf is provided at bullpen home plate in lieu of physical plate.
 - m. Portable pitching mounds are excluded.
 - n. (1) ea. – 3" pad at existing light pole (between football and baseball playing areas)
 - o. All athletic equipment not listed above is excluded.
8. **Stadium Seating:**
- a. 1- 500 seat ADA bleacher system with concrete pad.
 - b. \$30,000 allowance has been included to rework ADA ramp at existing bleacher system.

Artificial Turf Maintenance, Equipment and Training

- 1. **Maintenance Equipment:**
 - a. (1) Field Sweep is included.
 - b. Vehicle for towing maintenance equipment is excluded.
- 2. **Maintenance Training:** Training of the maintenance staff on the basic components of effective and routine maintenance is included.
- 3. **Annual Maintenance:**
 - a. Annual maintenance is excluded.

Force Majeure:

By execution of the Contract, 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 any and 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 shall, in the event of Force Majeure, execute a Change Order, as set forth in the Contract, to adjust the Contract Sum, Contract Time and any other cost or expense as a result of each Force Majeure Event.

Resolution No. 2024-6

Be it resolved by the Mayor and City Council of the City of York, Nebraska:

That the One-and-Six Year Highway and Street Improvement Program of the City of York, Nebraska, is hereby adopted after due and legal publication of Notice of Public Hearing thereon as directed by the State Highway Commission and public hearing thereon and that this Resolution and documents attached thereto shall serve a certification of matters herein to said Commission as required by law, the passage hereof being prior to the anniversary date of original filing.

Dated this 21st day of March, 2024.

Barry Redfern, Mayor

Attest:

Amanda Ring, City Clerk

| Project Number | Year Designation | Year Updated | Street_Name | Surface Type | Project Type | New Surface Type | Width (Ft) | Length (Ft) | Square Ft | Cost |
|----------------|------------------|--------------|--|---------------|----------------|------------------|------------|-------------|---------------------|--------------------|
| 17-8 | 1 Year | 2024 | S 50th St, Lincoln Ave to west | Asphalt | reconstruction | Concrete | 28 | 524 | 14,684 | \$209,000 |
| 17-10 | 1 Year | 2024 | Blackburn Ave, 3rd to 9th | Asphalt/Brick | reconstruction | Concrete | 29 | 2074 | 60,135 | \$698,000 |
| 20-23 | 1 Year | 2024 | ADA Ramps Associated with rehab & reconstruction | Concrete | reconstruction | Concrete | | | | \$180,221 |
| 24-1 | 1 Year | 2024 | 8th, Grant to Nebraska | Brick | reconstruction | Concrete | 36 | 264 | 9,504 | \$150,000 |
| | | | | | | | | | Total 1-year | \$1,237,221 |
| 24-2 | 6 year | 2024 | 4th street West City Limit to Greenwood Ave | Asphalt | rehabilitation | Asphalt | 26 | 1336 | 34,736 | \$310,000 |
| 17-11 | 6 year | 2024 | W Frontage Rd by Case dealer | Asphalt | reconstruction | Concrete | 24 | 1453 | 34,884 | \$302,500 |
| 17-14 | 6 year | 2024 | 8th, Platte to Lincoln | Brick | reconstruction | Concrete | 42 | 327 | 13,734 | \$376,500 |
| 17-6 | 6 year | 2024 | 25th St, Lincoln to east City Limit | Asphalt | reconstruction | Concrete | 22 | 1512 | 33,254 | \$300,000 |
| 17-7 | 6 year | 2024 | Grant Ave, S 21st to Nobes | Asphalt | rehabilitation | Asphalt | 22 | 5280 | 116,160 | \$1,007,100 |

| | | | | | | | | | | |
|-------|--------|------|---|-----------------|----------------|----------|----|------|--------|-----------|
| 75-4 | 6 Year | 2024 | 5th St, Nebraska to East Ave | Brick | reconstruciton | Concrete | 24 | 950 | 22,796 | \$472,800 |
| 89-16 | 6 year | 2024 | 5th St, Greenwood to 325' W of Division | Brick | reconstruction | Concrete | 20 | 1317 | 26,348 | \$434,000 |
| 10-1 | 6-year | 2024 | Nebraska Ave, 16th to 17th | Concrete | reconstruction | Concrete | 32 | 444 | 14,222 | \$104,400 |
| 75-5 | 6-year | 2024 | 8th, Lincoln to Grant | Brick | reconstruction | Concrete | 34 | 337 | 11,458 | |
| 17-9 | 6-year | 2024 | S 21st, Lincoln to Grant | Asphalt | rehabilitation | Asphalt | 22 | 1584 | 34,858 | \$302,200 |
| 17-2 | 6-year | 2024 | Platte Ave, 4th to 9th | Asphalt | reconstruction | Concrete | 34 | 1830 | 62,220 | |
| 17-13 | 6 Year | 2024 | Platte Ave, 9th to 11th | Brick, Concrete | reconstruction | Concrete | 28 | 722 | 20,224 | \$785,000 |
| 20-5 | 6 Year | 2024 | Greenwood, 4th to 8th | Asphalt | reconstruction | Asphalt | 24 | 1300 | 31,200 | \$237,800 |
| 17-9 | 6 year | 2024 | W Lincoln Frontage Rd, north of S 50th | Asphalt | rehabilitation | Concrete | 27 | 1214 | 32,770 | \$292,000 |

Total 6-year **\$4,614,300**

Revised 3/4/2024

Combined Total **\$5,851,521**

RESOLUTION 2024-7

**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.

PASSED AND APPROVED this 21st day of March, 2024.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk

EXHIBIT A

| UNIT # | YEAR | DESCRIPTION | DEPARTMENT | VALUATION | SERIAL # |
|------------|-------|---|----------------|-----------|------------------|
| 1 | ? | Taxidermy Bird | Museum | \$10 | 0682-1 |
| 1 | ? | Taxidermy Bird | Museum | \$10 | ? |
| 502 | 2007 | Ford Crown Victoria | Airport | \$500 | 2FAFP1WX7X135635 |
| | 1990s | East Hill Playground Large Structure | Parks | | |
| | 1990s | Bouncing Horses | Parks | | |
| | 1990s | Jungle Jeep | Parks | | |
| | 2022 | Fun City Bounce House | Comm Center | \$500 | |
| | | Soccer Complex Miscellaneous (benches, flags, freezer, cotton candy machine, pretzel warmer, popcorn maker etc) | Soccer Complex | <0 | |

RESOLUTION 2024-8

WHEREAS, the City of York, Nebraska has been provided with information that shows that property located at 55 S. Platte Ave., York, Nebraska is unsafe or unfit for human occupancy because there exist one or more violations of the International Property Maintenance Code adopted by the City which include the west end of the house is deteriorated and missing, broken windows, the roof is deteriorated and part of it is missing, there is severe water damage to the structure, and the outbuildings are deteriorated and collapsing; and

WHEREAS, the City is aware that a written Notice has previously been sent to the property owner of the above violations and instructed the property owner to correct and remove the violations, and the property owner has failed to make such corrections or remove the structure, and has further failed to advise the City of a plan of correction.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF YORK, NEBRASKA that the structure located at 55 S. Platte Ave., York, Nebraska 68467 is determined to be unsafe because there exists violations of the International Property Maintenance Code as set forth above.

BE IT FURTHER RESOLVED that pursuant to Neb. Rev. Stat. §18-1722.01 (Reissue 2022) that the Zoning Administrator shall issue a Notice of Condemnation to require the condemnation and removal of the structure, and shall post such Notice and a copy of this Resolution on the property, and shall file a copy of the Resolution with the York County Register of Deeds.

Dated this 21st day of March, 2024.

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

RESOLUTION 2024-9

WHEREAS, the City of York, Nebraska has been provided with information that shows that property located at 803 N. York Ave., York, Nebraska is unsafe or unfit for human occupancy because there exist one or more violations of the International Property Maintenance Code adopted by the City which include missing siding on the exterior of the house, broken windows, deterioration of the roof, no interior facilities present in the house, the foundation has cracks, is caving in and has a hole on the south side of the house, open roof eaves, the front and back door steps are missing, and broken, cracked sidewalks, and overgrown vegetation; and

WHEREAS, the City is aware that a written Notice has previously been sent to the property owner of the above violations and instructed the property owner to correct and remove the violations, and the property owner has failed to make such corrections or remove the structure, and has further failed to advise the City of a plan of correction.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF YORK, NEBRASKA that the structure located at 803 N. York Ave., York, Nebraska 68467 is determined to be unsafe because there exists violations of the International Property Maintenance Code as set forth above.

BE IT FURTHER RESOLVED that pursuant to Neb. Rev. Stat. §18-1722.01 (Reissue 2022) that the Zoning Administrator shall issue a Notice of Condemnation to require the condemnation and removal of the structure, and shall post such Notice and a copy of this Resolution on the property, and shall file a copy of the Resolution with the York County Register of Deeds.

Dated this 21st day of March, 2024.

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

RESOLUTION 2024-10

WHEREAS, the City of York, Nebraska has been provided with information that shows that property located at 1631 N. York Ave., York, Nebraska is unsafe or unfit for human occupancy because there exist one or more violations of the International Property Maintenance Code adopted by the City which include missing siding on the exterior of the structure, broken windows, a rotted sill plate, there are no interior facilities in the structure, the foundation is deteriorated, there are open roof eaves, broken steps leading to the house, broken sidewalks, overgrown vegetation and debris in the yard; and

WHEREAS, the City is aware that a written Notice has previously been sent to the property owner of the above violations and instructed the property owner to correct and remove the violations, and the property owner has failed to make such corrections or remove the structure, and has further failed to advise the City of a plan of correction.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF YORK, NEBRASKA that the structure located at 1631 N. York Ave., York, Nebraska 68467 is determined to be unsafe because there exists violations of the International Property Maintenance Code as set forth above.

BE IT FURTHER RESOLVED that pursuant to Neb. Rev. Stat. §18-1722.01 (Reissue 2022) that the Zoning Administrator shall issue a Notice of Condemnation to require the condemnation and removal of the structure, and shall post such Notice and a copy of this Resolution on the property, and shall file a copy of the Resolution with the York County Register of Deeds.

Dated this 21st day of March, 2024.

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

ORDINANCE NO. 2363

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF LAND AND TO PROVIDE AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Annexation Ordinance.

Pursuant to Neb. Rev. Stat. §16-117 (Reissue 2022), a Petition has been filed by the owner of property contiguous or adjacent to the City to request that said property be included within the corporate limits of the City of York. The Petition recites that GARK HOMES SHV 3 W, LLC, a Nebraska Limited Liability Company, is the owner of real estate described below which is urban or suburban in character:

Irregular Tract No. 11 in the Northwest Quarter (NW¼) of Section Nineteen (19), Township Ten (10) North, Range Two (2) West of the 6th P.M., in York County, Nebraska.

less and except

Lots 1 and 3, H & R Addition to the City of York, in York County, Nebraska.

and

less and except

Lot 1 H & R 2nd Addition to the City of York, in York County, Nebraska.

Section 2. After notice pursuant to law the City Council adopts this Ordinance to approve the Petition and the annexation of the real estate described above, and the Council hereby authorizes the annexation of such real estate to the corporate limits of the City of York, Nebraska, which property is contiguous or adjacent to the corporate limits of the City and which is urban or suburban in character.

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

PASSED AND APPROVED by the York City Council this _____ day of _____, 2024.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

F:\NETNODE3\CHARLIE\YORK\ORDINANCES\GarkHomesSHV3W LLC AnnexationORD.wpd

ORDINANCE NO. 2367

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AUTHORIZE THE SALE AND CONVEYANCE OF CERTAIN REAL ESTATE IN THE CITY OF YORK, NEBRASKA MORE PARTICULARLY DESCRIBED AS HEREIN SET FORTH, AND PROVIDING FOR THE PUBLICATION OF NOTICE OF SUCH CONVEYANCE AND THE TERMS THEREOF; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Pursuant to Neb. Rev. Stat. §16-202 (Reissue 2022) the Mayor and City Clerk are hereby directed to execute and deliver a Real Estate Purchase Agreement as approved by the York City Attorney, and Municipal Deed for the following described real estate owned by the City of York, Nebraska to Oscar Marin, as set forth herein.

Section 2. The real estate to be conveyed is described as follows:

Lot Twelve (12), Block Nineteen (19), New York Addition to the City of York, York County, Nebraska.

No personal property is included in the purchase price. The real estate is to be used for the construction of a residential house.

Section 3. Such real estate shall be conveyed by the City of York to Oscar Marin, in exchange for the purchase price of Nine Thousand and no/100 (\$9,000.00) plus fees and costs.

Section 4. Notice of such sale and conveyance of real estate and the terms thereof shall be published for three consecutive weeks in the York News-Times as required by law.

Section 5. All ordinances and parts of ordinances in conflict herewith are repealed.

Section 6. This ordinance shall take effect and be in full force and effect from and after its passage, approval, publication, and remonstrance as required by law.

PASSED AND APPROVED by the York City Council this _____ day of April, 2024.

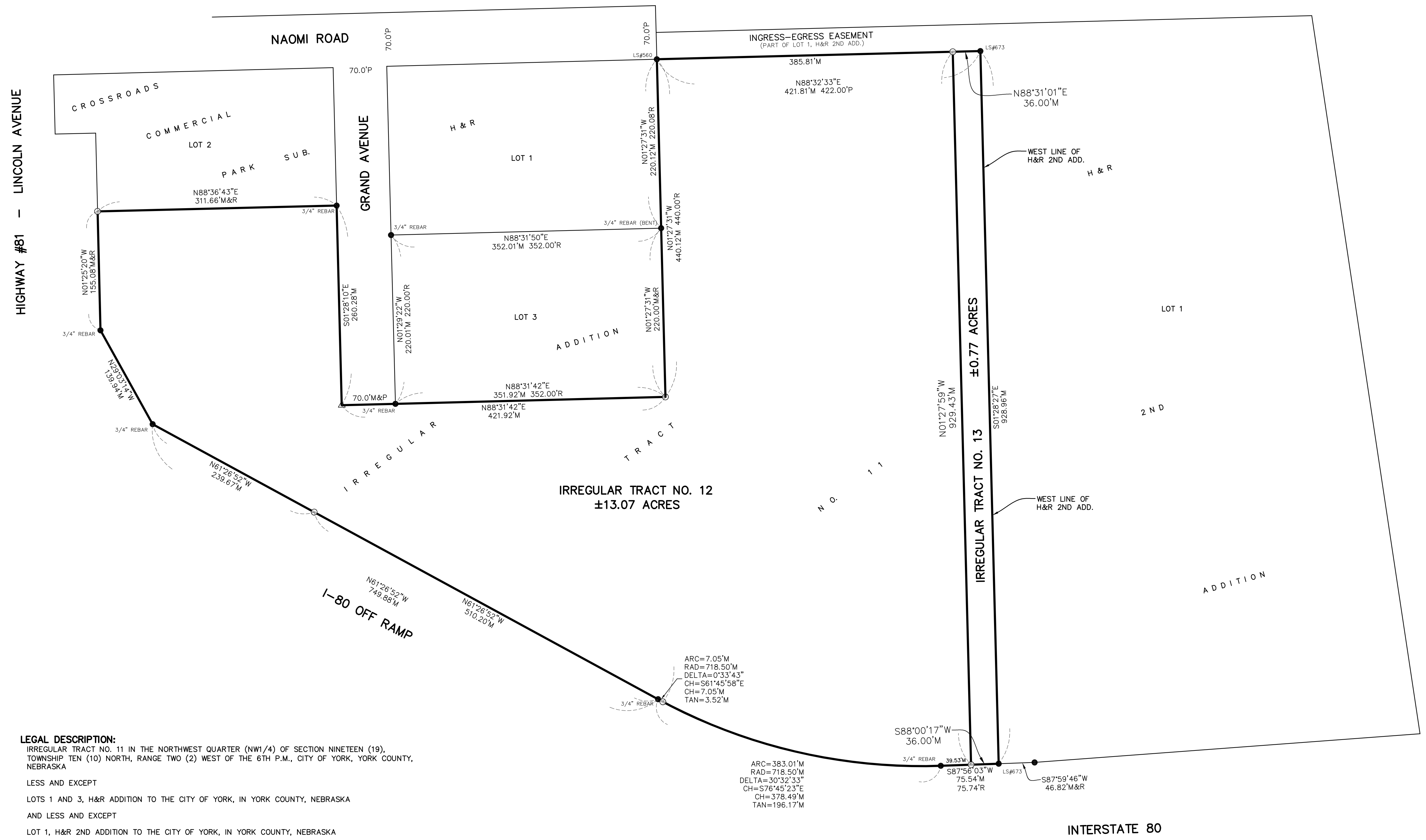
Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

IRREGULAR TRACTS 12 AND 13

PART OF THE NW1/4 OF SECTION 19, T10N, R2W, CITY OF YORK, YORK COUNTY, NE

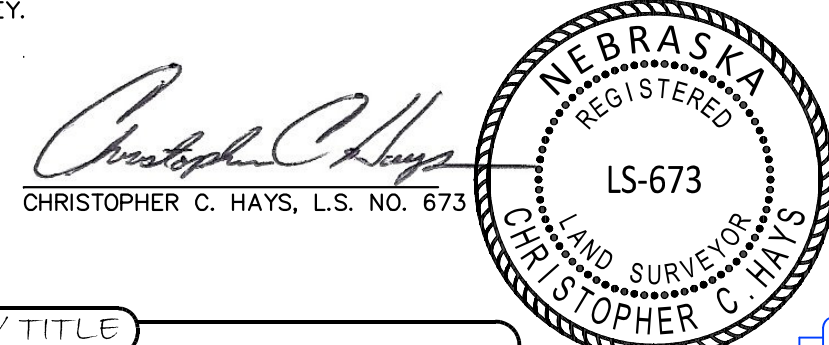


LEGAL DESCRIPTION:
 IRREGULAR TRACT NO. 11 IN THE NORTHWEST QUARTER (NW1/4) OF SECTION NINETEEN (19), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) WEST OF THE 6TH P.M., CITY OF YORK, YORK COUNTY, NEBRASKA

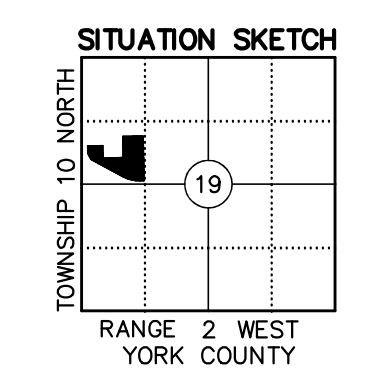
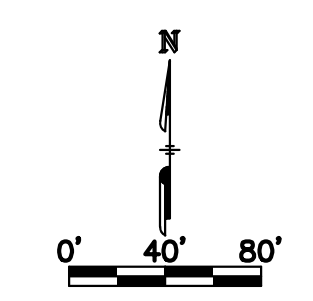
LESS AND EXCEPT
 LOTS 1 AND 3, H&R ADDITION TO THE CITY OF YORK, IN YORK COUNTY, NEBRASKA

AND LESS AND EXCEPT
 LOT 1, H&R 2ND ADDITION TO THE CITY OF YORK, IN YORK COUNTY, NEBRASKA

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



- LEGEND**
- P PLATTED DISTANCE
 - M MEASURED DISTANCE
 - R RECORDED DISTANCE
 - G GOVERNMENT DISTANCE
 - FOUND CORNER
 - SET 5/8" x 24" REBAR W/YELLOW PLASTIC CAP STAMPED "HAYS L.S.#673"
 - ⊕ SECTION CORNER
 - △ CALCULATED POINT
 - ⊗ SET CHISELED "X"
 - X- FENCE LINE



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

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

PROJECT / TITLE
 IRREGULAR TRACTS 12 AND 13
 NW1/4 OF SECTION 19-10-2W, YORK CO., NE

FIELD WORK COMPLETION DATE: FEBRUARY 6, 2024
SURVEY PLAT COMPLETION DATE: FEBRUARY 6, 2024

SHEET
 1 of 1

DEED OF DEDICATION:
 KNOW ALL MEN BY THESE PRESENTS: THAT WE, RAMAKRISHNA B KILARU – MANAGER OF GARK HOMES SHV 3 W LLC., AND GEOFFREY ROWND – SENIOR VICE PRESIDENT OF NEBRASKA BANK BEING THE OWNERS OF THE LAND DESCRIBED HEREON HAVE CAUSED THE SAME TO BE SURVEYED, PLATTED AND DESIGNATED AS IRREGULAR TRACTS 12 AND 13 AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, AND THAT THE FOREGOING SUBDIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

BY: _____
 RAMAKRISHNA B KILARU – MANAGER OF GARK HOMES SHV 3 W LLC

BY: _____
 GEOFFREY ROWND – SENIOR VICE PRESIDENT OF NEBRASKA BANK

ACKNOWLEDGMENT:
 STATE OF _____ SS.
 COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY CAME THE ABOVE NAMED RAMAKRISHNA B KILARU – MANAGER OF GARK HOMES SHV 3 W LLC, TO BE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION OF THIS PLAT AND HE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

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

NOTARY PUBLIC _____

ACKNOWLEDGMENT:
 STATE OF _____ SS.
 COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY CAME THE ABOVE NAMED GEOFFREY ROWND – SENIOR VICE PRESIDENT OF NEBRASKA BANK, TO BE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION OF THIS PLAT AND HE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

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

NOTARY PUBLIC _____

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

DATED THIS _____ DAY OF _____, 20____ A.D.

BY: _____
 COUNTY TREASURER

APPROVAL OF THE PUBLIC WORKS DIRECTOR:
 THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE DIRECTOR OF PUBLIC WORKS, YORK NEBRASKA THIS _____ DAY OF _____, 20____ A.D.

BY: _____
 DIRECTOR

APPROVAL OF THE CITY PLANNING COMMISSION:
 THIS PLAT OF IRREGULAR TRACTS NO. 12 AND 13 IN THE NW1/4 OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 2 WEST OF THE 6TH P.M., CITY OF YORK, YORK COUNTY, NEBRASKA WAS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF YORK, YORK COUNTY, NEBRASKA THIS _____ DAY OF _____, 20____ A.D.

BY: _____
 CHAIRPERSON

CITY COUNCIL ACCEPTANCE:
 THIS PLAT OF IRREGULAR TRACTS NO. 12 AND 13 IN THE NW1/4 OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 2 WEST OF THE 6TH P.M., CITY OF YORK, YORK COUNTY, NEBRASKA WAS APPROVED AND ACCEPTED BY THIS CITY COUNCIL OF THE CITY OF YORK, NEBRASKA.

THIS _____ DAY OF _____, 20____ A.D.

BY: _____
 BARRY H. REDFERN – MAYOR

ATTEST: _____
 AMANDA RING – CITY CLERK