

AGENDA  
CITY COUNCIL, YORK, NEBRASKA  
Thursday, April 4, 2024  
5:30 PM

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

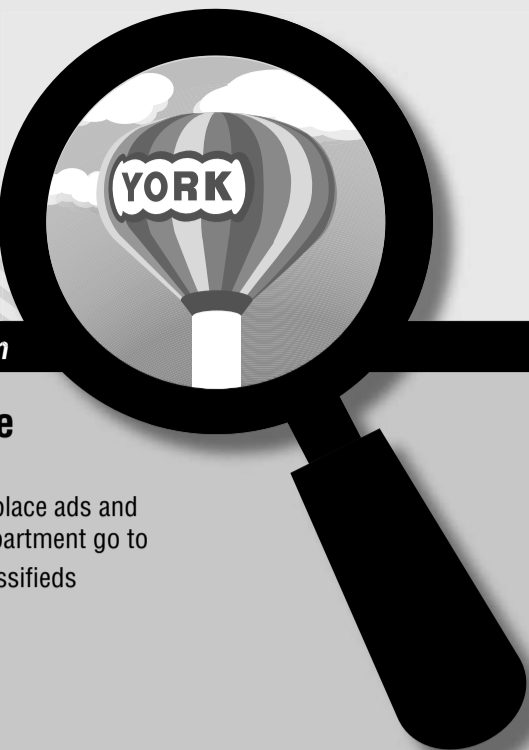
Public participation in City Council meetings follows the rules established in the City of York Ordinances and the state Open Meetings Act. Per City of York code (2-32-a), the presiding officer allows public participation during council meetings on any matter on the council agenda. Comments are not allowed 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 28, 2024
3. Pledge of Allegiance
4. Roll Call
5. Minutes of the March 21, 2024 meeting
6. Claims of Elected Officials
  - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$1,089.39
  - 6.2. Claim for Stephen Postier of the York County Development Corporation in the amount of \$8,598.34
7. Claims for the period of March 22, 2024 through April 4, 2024
8. City Administrator Report
9. Consider approval of estimate from Pavelka Trucking in the amount of \$50,000 to crush approximately 5,000 tons of concrete
10. Consider approval of Task Order 44 Amendment 01 with HDR Engineering, Inc, to provide a continuation of on-call engineering services and NDEE required methane migration monitoring and reporting services, not to exceed \$29,500.00

11. Consider approval of a quote from York Equipment for the purchase of an E60 R2-Series Bobcat Compact Excavator in the amount of \$88,700.00 for the water department
12. Consider approval of a Memorandum of Understanding between the City of York Police Department and the York Public Schools for the assignment of one peace officer as a school resource officer, with shared costs from each entity, effective through December 31, 2024 and automatically renewing each year
13. Consider approval of Resolution 2024-5, authorizing the Mayor to sign the attached Preliminary Engineering Services Supplemental Agreement No. 1 between the City of York and Olsson Inc. in the amount of \$14,839.19
14. Ryan Gieck to address the Council regarding Project Access York and landowner meetings
15. Roger Wolfe Jr. to address the Council regarding the City's code on concealed handguns on city property
16. Amy Lehman to address the Council regarding the connecting trail from the I-80 interchange to the Beaver Creek Trail
17. Adjournment

# Classifieds

www.YorkNewsTimes.com



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Friday.....	Wednesday at 11:00
Saturday.....	Thursday at 11:00
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**Employment**  
[yntjobseekers.com](http://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, April 2, 2024.

The York County Board of Commissioners will meet on Tuesday, April 2, 2024 as the Board of Equalization at 9:30 a.m.

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

Kelly Turner  
 County Clerk  
 York County, Nebraska  
 March 28, 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, April 4, 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 28, 2024 ZNEZ

#### NOTICE OF INFORMAL PROBATE OF WILL, INFORMAL APPOINTMENT OF PERSONAL REPRESENTATIVE AND NOTICE TO CREDITORS

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

Estate of DONNA R. BOWMAN, Deceased  
 Case No. PR 24-21

Notice is hereby given that on March 25, 2024, in the York County Court, the Registrar issued a written statement of informal probate of the Will of Donna R. Bowman, deceased.

Terri L. Gibbs, who resides at 2217 Breckenridge Dr., Lincoln, NE 68521, has been appointed Personal Representative of this estate. Creditors of this estate must present their claims to the Court on or before May 28, 2024, or be forever barred.

Allison O'Neill  
 Clerk of the County Court

PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.P.O., 233 South 13th Street, Suite 1400, Lincoln, NE 68508  
 Attorneys for Terri L. Gibbs, Personal Representative  
 March 28, April 4, 11, 2024 ZNEZ

#### MCCOOL JCT PUBLIC SCHOOL DISTRICT NO 83

March 2024 Claims

Checking 1 Fund: 01 GENERAL FUND CAPITAL ONE WALMART CARD PURCHASES 6.48  
 CENTRAL COMMUNITY COLLEGE - HASTINGS REGISTRATION 325.00  
 HASTINGS CENTRAL NEBRASKA REHABILITATION PT/OT SERVICES 2,573.00  
 CHEMSEARCH MAINTENANCE SUPPLIES 195.00  
 DAS STATE ACCOUNTING - CENTRAL FINANCE NETWORK NEBRASKA 267.63  
 DIODE COMMUNICATIONS DOOR SYSTEMS AND WEB SERVICES 440.02  
 DIODE COMMUNICATIONS EDUCATIONAL SERVICE UNIT #6 SERVICES /REGISTRATIONS 4,786.14  
 EMERGENT 3 INC SOFTWARE WEB SERVICES 3,300.00  
 FARMERS COOPERATIVE FUEL 7,556.77  
 FILLMORE COUNTY HOSPITAL SERVICES 1,812.50  
 FIVE STAR TRUCK CENTER - YORK BUS WASH 74.00  
 GENEVA TIRE AND AUTO INC. SERVICES & REPAIR 381.92  
 GWWC QUIZ BOWL ENTRIES 200.00  
 HOME DEPOT PRO, THE SUPPLIES 458.11  
 J.W. PEPPER & SON, INC. SUPPLIES 45.00  
 JENSEN LUMBER CO. SUPPLIES 259.29  
 KOPCHO SANITATION, INC. GARBAGE REMOVAL 632.50  
 LINCOLN JOURNAL STAR PRINTING & ADVERTISING 686.63  
 MATHESON TRIGAS INC. DBA LINWELD

### 0099 LEGALS

#### WELDING SUPPLIES MCCOOL HEATING & A/C SERVICES/SUPPLIES 563.04

MCCOOL PRESCHOOL PRESCHOOL SERVICES 1,550.00  
 MCCORMICK'S HEATING & A/C INC. SERVICES/SUPPLIES 819.19  
 MIDWEST AUTO SUPPLIES 34.66  
 NEBRASKA RURAL COMMUNITY SCHOOLS ASSN. MEMBERSHIP DUES 320.00  
 NEBRASKA SAFETY CENTER @ UNK BUS DRIVER TRAINING 100.00  
 NEBRASKA UC FUND UNEMPLOYMENT CLAIM 1,060.00  
 OMNIFY BENEFITS COBRA ELIGIBLE FEE 13.40

PRESTOX SERVICES 100.07  
 QUILL CORPORATION SUPPLIES 48.78  
 RAILE REPAIR, LLC VEHICLE REPAIR 297.56  
 SAPP BROS, INC. FUEL 696.20  
 SCHOLASTIC, INC. SUBSCRIPTIONS 5.83  
 Stahr, Heather REIMBURSEMENT 24.98  
 U.S. BANK CREDIT CARD - MISC 1,984.05  
 U.S. POSTMASTER POSTAGE 272.00  
 UNITE PRIVATE NETWORKS, LLC, DISTANCE LEARNING 322.93

UNIVERSITY OF NEBRASKA HIGH SCHOOL ONLINE TUITION 250.00  
 VILLAGE OF MCCOOL JUNCTION WATER SERVICES 442.60  
 WAGE WORKS, INC. FSA EXPENSE 100.00  
 WINDSTREAM TELEPHONE SERVICE 290.83  
 Yates, Emily POSTAGE 120.00  
 YORK ACE HARDWARE SUPPLIES 87.63  
 Fund Total: 35,003.12

Checking 1 Fund: 06 HOT JUNCTION CAPITAL ONE WALMART CARD PURCHASES 407.04  
 Fund Total: 407.04  
 Checking Account Total: 35,410.16  
 Checking 5 Fund: 05 Activity Fund CAPITAL ONE WALMART CARD PURCHASES 961.54  
 U.S. BANK CREDIT CARD - MISC 8,838.87  
 YORK ACE HARDWARE SUPPLIES 17.97  
 Fund Total: 4,818.38  
 Checking Account Total: 4,818.38  
 March 28, 2024 ZNEZ

#### McCool Junction School Board Meeting March 11, 2024

McCool Junction Board of Education met on Monday March 11, 2024, in the downstairs conference room of the McCool Junction High School in accordance with the Nebraska Open Meetings Act. President Michele Schwartz called the meeting to order at 6:57 p.m. Present: Matt Clark, Steve Gerken, Doug Smith, Alysia Clark, Krystal Rasmussen, Michele Schwartz, Principal Landon Bloedorn, and Superintendent Dade McDonald.

Visitors: Aydin Orr, Weston Keil, Allanah Rutten, Trenton Orlando, Anna Vodicka, Madison Vodicka, Gwyn Walters

1. Routine Matters: (A) Approve the February 12th, 2024 regular minutes. Motion by Rasmussen, seconded by A. Clark, RCV 6/0. (B) Treasurers Report: Activity Fund, Lunch Fund, Special Building Fund, Depreciation Reserve Fund, Qualified Capital Purpose Undertaking Account, Interest Account. (C) Approve the Claims. Motion by M. Clark, seconded by Gerken. RCV 6/0. (D) Approve the Agenda. Motion by M. Clark, seconded by Rasmussen. RCV 6/0.

2. Scheduled Audience: None

3. Unscheduled Audience: None

4. Discussion Items: (a) Budget (b) Electric Bus Tax Credit (c) School Lunch Program Account (d) State Aid Certification 2024-25 (e) Non-certified Staff Pay for 2024-25 (f) Football Field & Track update (g) School Safety and Security Grant (h) Superintendent Contract (Executive Session)

5. Action Items:

6. Principal's Report: (a) Updates

7. Superintendent's Report: (a) Evening with the Stars (b) District Speech Tuesday March 12th (c) NRCSA Spring Conference (d) Class D All State Band March 23rd

8. Communications /Board Reports

9. Executive Session: Motion to convene to Executive Session at 7:27 p.m. Motion by M. Clark, seconded by A. Clark, RCV 6/0 Motion to leave Executive Session at 7:49 p.m. Motion by M. Clark, seconded by A. Clark, RCV 6/0.

### 0099 LEGALS

10. Adjournment: Motion by A. Clark, seconded by Rasmussen to adjourn meeting at 8:12 p.m. RCV 6/0.

NOTICE THAT THE NEXT REGULAR SCHEDULED MEETING OF THE MCCOOL JUNCTION SCHOOL BOARD OF EDUCATION DISTRICT #83, MCCOOL JUNCTION PUBLIC SCHOOL WILL BE ON MONDAY APRIL 8, 2024, AT 7:00 P.M. IN THE DOWNSTAIRS CONFERENCE ROOM OF THE MCCOOL JUNCTION HIGH SCHOOL BUILDING.

Secretary Steve Gerken  
 March 28, 2024 ZNEZ

#### Notice McCool Junction Public School Board Meeting

Notice is hereby given that the regular meeting of York County School District #83, McCool Junction Public Schools, will be held in the Conference Room at McCool Junction Public School, on Monday April 8th, 2024 at 7:00 p.m. in the conference room.

This meeting will be open to the public. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the Superintendent of Schools.

Steve Gerken  
 Secretary  
 March 28, 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 MEETING

Notice is hereby given that a special meeting of the Board of Education of Centennial Public School, District 67-R, will be held at 6:00 p.m. on the 8th day of April, 2024, in the cafeteria of the Centennial School, Utica, Nebraska, which meeting will be open to the public. The purpose of the meeting is to meet with the Strategic Overview Committee. An agenda, kept continuously current, is available for public inspection on the school website and at the office of the superintendent. By: Bryce Borchers, Secretary Centennial Board of Education  
 March 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, including the documentary stamp tax. This property is sold "as is" and this sale is made without any warranties as to title or

### 0099 LEGALS

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@fvtlawyers.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@fvtlawyers.com March 7, 14, 21, 28 April 4, 2024 ZNEZ

#### NOTICE OF WORKSHOP OF THE YORK CITY COUNCIL

NOTICE IS HEREBY given that the Mayor and Council of the City of York, Nebraska, have been invited to attend a workshop session on LB 840 plans with staff from the Nebraska Department of Economic Development from 4:00 p.m. until 5:00 p.m. on Thursday, April 4, 2024, at City Hall, 100 E. 4th Street, York, Nebraska in the Council Chambers.

CITY OF YORK, NEBRASKA  
 Amanda Ring, City Clerk  
 March 28, 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 a 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.

### 0905 Motorcycles & ATVs

06 HD Electra Glide, Trike, 40k miles. Good condition. Runs great. Asking \$10500. Greeley Ne. 402-342-1657.

### 0945 Classic & Antique Autos



1979 Mercury zephyr Z-7 six cylinder automatic transmission runs good, white with red interior, 140,000 miles needs brake work \$2500 308 379 7543 after 5 pm or leave a message

### 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, 3.3i 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



'18 Chevrolet Silverado 1500 LTZ with a 5.3i 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

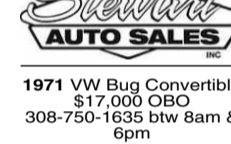
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



'17 Ford F-150 XLT 4dr 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



1971 VW Bug Convertible \$17,000 OBC 308-750-1635 btw 8am & 6pm

\$10,995

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



2009 Cadillac CTS 3.6L DI AWD, 4 door Sedan w 1/2SB, moonroof

\$10,995

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



'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



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

## The Classifieds Work Like

# MAGIC



**REGULAR MEETING**  
**CITY COUNCIL – YORK, NEBRAKSA**  
**March 21, 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: Scott Van Esch: Present, Vicki Northrop: Present, Tony North: Present, Jennifer Sheppard: Absent, Stephen Postier: Present, Jerry Wilkinson: Present, Matt Wagner: Present, Jeff Pieper: Present. The following City Officials were present: City Administrator Dr. Sue Crawford, City Attorney Charley Campbell, Police Chief Ed Tjaden, Fire Chief Tony Bestwick, Public Works Director James Paul, Parks & Rec Director Cheree Folts, Asset Manager Dan Aude and City Clerk Amanda Ring.

Notice of this meeting was given in advance thereof by publication in the York News Times on March 14, 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 March 7, 2024 meeting. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch. Jennifer Sheppard: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$1,594.88. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Jennifer Sheppard: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Abstain (With Conflict), Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Motion to approve the claim for Jeff Pieper of Pieper's Inc. in the amount of \$83,745.38. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Jennifer Sheppard: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Abstain (With Conflict).

Motion to approve the claim for Stephen Postier of the York County Development Corporation in the amount of \$28.00. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Jennifer Sheppard: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Abstain (With Conflict), Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Claims

Motion to approve the claims for March 8, 2024 through March 21, 2024. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Jennifer Sheppard: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Department Activities for February 2024

Motion to approve the departmental activities reports for the month of February 2024. Ayes with a motion by Scott Van Esch and a second by Stephen Postier. Jennifer Sheppard: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Cash Balances for February 2024

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

## City Administrator Report

Dr. Crawford reported that in reviewing the department's activities reports, it was noted that the mechanic serviced 125 vehicles across all city departments. She shared that economic development projects are utility heavy in requirements and the city will receive federal funding to conduct a study for wastewater needs. Items #14 and #15 on the agenda are the next exciting step in the turf project for Levitt Stadium and will be made as one motion. School Superintendent Dr. Bartholomew will speak on item #15. The baseball program in York is looking to raise funds for the press box at Levitt Stadium.

### Presentation on Fire Station Schemata

Dan Kerns, Project Manager, with Schemmer presented to the Council the design of the new fire station. The project kicked off in October. The committee has been working to find a design that meets the needs of the staff but is also within budget. Substantial completion of the fire station is expected by October 2025.

### SDL – Greater York Area Chamber of Commerce

Madonna Mogul, with the Chamber of Commerce, spoke about the special designated license request. Motion to approve the 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. Ayes with a motion by Matt Wagner and a second by Tony North. Jennifer Sheppard: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

### CDBG #21-DTR-014 End Contract Date Extension

Madonna Mogul, with the Chamber of Commerce, explained the need for the extension of this DTR grant. The funds were recently shifted to accommodate the immediate needs for the projects remaining. The extension of this grant will allow the contractors time to complete the work.

Motion to approve the contract amendment for the CDBG #21-DTR-014 grant to extend the original end contract date from April 25, 2024 to October 25, 2024. Ayes with a motion by Jeff Pieper and a second by Matt Wagner. Jennifer Sheppard: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

### Design-Build Agreement – Levitt Stadium Turf Project

Cheree Folts updated the Council on the construction portion of the turf project for Levitt Stadium. Dr. Mitch Bartholomew, School Superintendent, spoke to the Council regarding the add-on option included with Exhibit C for the extra bleachers they will be including with this project and stated the school will be paying for them with their LB357 funds.

Motion to approve 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 a \$100/day liquidated damages if not substantially completed by August 9, 2024; and approval of adding one alternative included with Exhibit C, to supply and install a 750-seat bleacher section with an increased (+/-) 1,200 square foot bleacher pad, in the amount of \$97,682.00. Ayes with a motion by Scott Van Esch and a second by Tony North. Jennifer Sheppard: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

### Public hearing on City of York One & Six Year Street Improvement Program

The Mayor announced this was the time and place for the public hearing on the One and Six Year Street Improvement Program. James Paul detailed the planned projects for the next year and then shared future updates that were included in the six-year plan. He stated that there was potential to work with the County on adjacent projects in the future. There was no other public comment.

### Resolution 2024-6 - City of York One- and Six-Year Street Improvement Program

#### **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.

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
									<b>Total 1-year</b>	<b>\$1,237,221</b>
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	reconstruction	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
									<b>Total 6-year</b>	<b>\$4,614,300</b>
									<b>Combined Total</b>	<b>\$5,851,521</b>

Revised 3/4/2024

Motion to approve Resolution 2024-6 for the City of York's annual One- and Six-Year Street Improvement Program. Ayes with a motion by Stephen Postier and a second by Jerry Wilkinson. Jennifer Sheppard: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Resolution 2024-7 – Surplus Property  
**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.

**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	

Cheree Folts and James Paul gave descriptions of the items they were declaring surplus.

Motion to approve Resolution 2024-7 declaring certain City property surplus and authorizing the disposition of surplus property. Ayes with a motion by Jeff Pieper and a second by Scott Van Esch. Jennifer Sheppard: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

**Resolution 2024-8 - Condemnation 55 S. Platte Ave, York**

The three condemnation resolutions were explained to the Council by Dan Aude. He gave the process that has been followed to bring these resolutions to the Council for approval. Property owners will be given 30 days to clean up the property or, if they disagree, they are given 20 days to file an appeal with the City Clerk.

**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.

Motion to approve Resolution 2024-8, condemning the structure located at 55 S. Platte Ave, York, as unsafe or unfit for human occupancy because there exists violations of the International Property Maintenance Code adopted by the City. Ayes with a motion by Matt Wagner and a second by Jerry Wilkinson. Jennifer Sheppard: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

**Resolution 2024-9 - Condemnation 803 N. York Ave, York**

## 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.

Motion to approve Resolution 2024-9, condemning the structure located at 803 N. York Ave, York, as unsafe or unfit for human occupancy because there exists violations of the International Property Maintenance Code adopted by the City. Ayes with a motion by Matt Wagner and a second by Vicki Northrop. Jennifer Sheppard: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

## Resolution 2024-10 - Condemnation 1631 N. York Ave, York 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.

Motion to approve Resolution 2024-10, condemning the structure located at 1631 N. York Ave, York, as unsafe or unfit for human occupancy because there exists violations of the International Property Maintenance Code adopted by the City. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Jennifer Sheppard: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Third Reading: Ordinance No. 2363 – Annexation IT 11 (19-10-2)  
This was the third and final reading of Ordinance No. 2363.

ORDINANCE NO. 2363

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

Motion to approve 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. Ayes with a motion by Matt Wagner and a second by Scott Van Esch. Jennifer Sheppard: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Ordinance No. 2367 – Sale of real estate to Oscar Marin

Dan Aude told the Council this was a lot the City had acquired through the nuisance process several years ago and there is now an individual interested in purchasing it.

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.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2367. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third readings. Ayes with a motion by Jeff Pieper and a second by Scott Van Esch. Jennifer Sheppard: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Motion to approve Ordinance No. 2367 to authorize the sale and conveyance of certain real estate in the City of York, described as Lot Twelve (12), Block Nineteen (19), New York Addition to the City of York, York County, Nebraska, to Oscar Marin. Ayes with a motion by Jeff Pieper and a second by Stephen Postier. Jennifer Sheppard: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Public hearing on preliminary and final plat

The Mayor announced this was the time and place set for a public hearing for the preliminary and final plat described as 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. Dan Aude explained to the Council this plat was separating out 34' for the RV Campground driveway. There was no other public comment.

Motion to approve the preliminary and final plat for 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. Ayes with a motion by Jerry Wilkinson and a second by Jeff Pieper. Jennifer Sheppard: Absent, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 6:17 p.m.

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Amanda Ring, City Clerk

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Barry Redfern, Mayor

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00001	CITY OF YORK - WATER DEPT	1	3,838.65	N		
01-00010	GALE	5	348.62	N		
01-00090	THE HOME DEPOT PRO	3	1,189.14	N		
01-00110	MATHESON TRI-GAS	3	337.88	N		
01-00120	JACKSON SERVICES INC	14	950.11	N		
01-00180	AGRI-PRODUCTS, INC.	1	123.50	N		
01-00200	NEBRASKA MACHINERY CO	9	281,450.28	N		
01-00210	EAKES OFFICE PLUS	4	10,696.53	N		
01-00230	CORNHUSKER STATE IND.	1	9.25	N		
01-00290	NORTH PRINTING & OFFICE S	9	1,089.39	N		
01-00300	BLACK HILLS ENERGY	13	9,073.36	N		
01-00340	BOUND TREE MEDICAL LLC	5	972.16	N		
01-00360	CITY OF YORK	3	31,194.15	N		
01-00540	GLOBAL TECH, INC.	6	4,632.16	N		
01-00640	NEBRASKA PUBLIC POWER DIS	2	3,685.41	N		
01-00680	NE DEPT. OF AERONAUTICS	1	543.33	N		
01-00701	OLSSON ASSOCIATES	4	16,209.34	N		
01-00710	OVERLAND SAND & GRAVEL	1	348.40	N		
01-00740	TK ELEVATOR CORP	1	232.35	N		
01-00780	PRESTO X COMPANY	3	203.99	N		
01-00800	BURST, LLC	25	827.06	N		
01-00960	GRAINGER	3	212.68	N		
01-01090	BAKER & TAYLOR, INC	7	2,104.64	N		
01-01290	GRAND CENTRAL FOODS, INC.	8	153.89	N		
01-01300	VOSS LIGHTING	1	214.80	N		
01-01330	JLC, INCORPORATED	1	20.52	N		
01-01420	NE CHILD SUPPORT PAYMENT	1	259.04	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01460	PERENNIAL POWER	1	12,023.99	N			
01-01470	SERVI-TECH LABORATORIES	3	448.00	N			
01-01490	NE DEPT OF REVENUE	2	9,006.40	N			
01-01610	OVERHEAD DOOR	1	404.74	N			
01-01640	INTERNAL REVENUE SERVICE	4	50,838.24	N			
01-01650	UNION BANK	8	33,930.34	N			
01-01750	NEBRASKA PUBLIC HEALTH EN	1	554.00	N			
01-01840	CORNERSTONE BANK	4	300,000.00	N			
01-01841	CORNERSTONE BANKTRUST	1	62,345.00	N			
01-01940	SARGENT DRILLING	1	4,911.68	N			
01-01990	WAGNER DECORATING	1	34.99	N			
01-02080	TYLER TECHNOLOGIES - INCO	1	250.00	N			
01-02170	MIDWEST TURF & IRRIGATION	1	95.14	N			
01-02210	NE DOOR & WINDOW LLC YORK	1	47.50	N			
01-02230	MCCORMICK HEATING & AC	1	135.00	N			
01-02250	MILLER SEED & SUPPLY CO	1	59.85	N			
01-02530	PEPSI COLA OF LINCOLN/ TO	2	474.25	N			
01-02590	ADOPT A PET	1	3,333.34	N			
01-02650	O'REILLY AUTO PARTS	5	160.75	N			
01-03240	YORK COUNTY DEVELOPMENT C	2	8,598.34	N			
01-03260	HOMETOWN LEASING	3	247.07	N			
01-0357	BRETT SORENSEN	1	108.86	N			
01-03590	PENNER'S TIRE & AUTO	1	81.06	N			
01-03930	YORK CHAMBER OF COMMERCE	2	2,515.00	N			
01-04450	ENVIRONMENTAL ANALYSIS SO	2	710.99	N			
01-04660	NEBRASKA MUNICIPAL FIRE C	1	517.00	N			
01-05250	MURPHY TRACTOR	1	880.16	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-05400	YORK BOOT NREPAIR INC	1	120.00	N			
01-05870	WEX BANK	1	8,595.42	N			
01-06230	NEBRASKA FIRE SPRINKLER C	1	280.00	N			
01-06370	HEIMAN FIRE EQUIPMENT, IN	1	1,499.74	N			
01-06530	YORK COUNTY MUTUAL AID DI	1	500.00	N			
01-06630	FASTENAL	1	228.85	N			
01-06800	NSVFA	1	160.00	N			
01-07160	PAVERS INC	1	2,349.06	N			
01-07500	ALLEN SNIDER	1	144.55	N			
01-08400	CREDIT MANAGEMENT SERVICE	1	212.18	N			
01-09220	CENTRAL NEBRASKAREFRIGER	1	451.15	N			
01-1	MISCELLANEOUS VENDOR	3	210.00	N			
01-10840	TOTAL ADMINISTRATIVE SERV	3	4,369.52	N			
01-11010	VERIZON	1	1,108.18	N			
01-11340	IMAGE TREND INC	1	275.63	N			
01-12540	TRACTOR SUPPLY COMPANY	1	119.99	N			
01-14410	LINCOLN WINWATERWORKS	5	7,943.16	N			
01-14850	CHEREE FOLTS	3	193.11	N			
01-14880	ALFRED BENESCH & CO	1	2,177.00	N			
01-15170	ULINE	1	485.28	N			
01-15300	EZ FACILITY INC.	3	7,820.00	N			
01-15670	HOA SOLUTIONS INC	1	6,388.50	N			
01-15880	CHARLIE'S U-SAVE RX	2	327.60	N			
01-15900	ARAMARK UNIFORM SERVICE	9	1,489.72	N			
01-15930	STERICYCLE INC	1	638.66	N			
01-15940	MED-TECH RESOURCE INC	1	101.67	N			
01-16200	B2 ENVIRONMENTAL INC	1	900.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-17810	DEBORA ROBERTSON	1	68.34	N			
01-18350	METERING & TECHNOLOGY SOL	1	2,181.95	N			
01-18410	REGIONAL CARE INC	1	42,465.46	N			
01-19640	ELECTRONIC CONTRACTINGCO	1	91.35	N			
01-19940	OVERDRIVE INC	1	1,073.25	N			
01-20850	DEARBORN LIFE INSURANCE C	1	1,951.53	N			
01-21320	CULLIGAN	1	15.00	N			
01-21330	THOMAS MOMMENS	1	160.00	N			
01-21570	CHESTERMAN CO	1	241.78	N			
01-22050	HEAVY METAL SUPPLY CO	5	407.56	N			
01-22100	SLACK AUTO SUPPLY LLC	6	81.15	N			
01-22200	KARESA NORQUEST	1	11.94	N			
01-22660	SPECTRUM ENTERPRISE	1	1,055.95	N			
01-22790	SITE ONE LANDSCAPE SUPPLY	6	14,285.06	N			
01-22870	MAKE MY DAY LLC	1	420.00	N			
01-23070	AMERICAN RED CROSS	1	342.00	N			
01-24120	FIRESPRING	1	160.00	N			
01-25020	911 YORK COUNTY COMMUNICA	1	127,916.38	N			
01-25080	DEARBORN NATIONAL-VOL FIR	1	212.80	N			
01-25100	NEBRASKA RURAL RADIO ASSO	4	5,583.01	N			
01-25370	BRANDON LAMBERT	1	46.22	N			
01-26010	SOARIN GROUP	1	753.00	N			
01-26300	CENTRAL STATES HYDRAULIC	1	469.20	N			
01-26910	DJ GONGOL & ASSOCIATES IN	1	1,998.00	N			
01-26950	BLUE VALLEY PUBLIC SAFETY	1	2,930.00	N			
01-27210	MIDWEST AUTO PARTS INC.	50	2,596.68	N			
01-27400	WY-AD ENTERPRISES LLC	1	15,000.00	Y			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-27890	DAN AUDE	1	81.74	N		
01-28030	JACOB STUTZMAN	1	50.75	Y		
01-28090	LIGHTHOUSE UNIFORMS	1	747.10	N		
01-28220	CENTRAL STATES TELECOM IN	1	50.00	N		
01-28230	STANDARD INS CO	1	4,756.83	N		
01-28380	FREEDOM REPAIR AND MOTORS	1	554.43	Y		
01-28510	LEE ENT ADVERTISING	1	2,008.53	N		
01-28540	AMAZON BUSINESS	11	704.93	N		
01-28570	ERIC ECKERT	1	300.00	N		
01-29050	RUSTIC DRY GOODS	1	324.31	N		
01-29160	SECURITY EQUIPMENT INC	1	99.75	N		
01-29270	ALLO	1	1,742.86	N		
01-29610	BENEFIT PLANS ADMINISTRAT	1	800.00	N		
01-29910	MAMMOTH SPORTS CONSTRUCTI	1	1,448,725.00	Y		
01-29960	A TO Z CHEMICAL SUPPLY	1	1,724.25	N		
01-29970	AUTO ZONE	4	80.00	N		
01-29980	BOMGAARS	9	434.22	N		
01-30150	CARRIE REMMERS	6	341.88	N		
01-30220	NEBRASKA SIGN	3	6,249.52	N		
01-30230	STARLITE SUPPLIES INC	1	1,342.00	N		
01-30630	EAGLE PRINTING & SIGN	1	169.00	N		
01-31000	TURF TANK	1	668.44	N		
01-31130	DINGES PARTNERS GROUP LLC	1	8,782.34	N		
01-31180	CROUCH RECREATION INC	7	125,881.26	N		
01-31210	DAVID PRATT	1	34.84	N		
01-31370	TILLEY SPRINKLER SYSTEMS	1	101,044.00	N		
01-31380	THEATRICAL MEDIA SERVICES	1	441.29	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT	G/L NO#	G/L NAME	G/L AMOUNT
01-31390	METROPOLITAN COMPOUNDS, I	1	1,147.70		N		
01-31400	SHEEHAN'S OUTDOORSERVICE	1	150.00		N		
*** REPORT TOTALS ***		392	2,844,675.87				
		Payroll	180,845.60				
		Total	3,025,521.47				

SELECTION CRITERIA

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VENDOR SET: 01 CITY OF YORK  
VENDOR: ALL  
BANK: ALL  
VENDOR CLASS(ES): ALL CLASSES

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TRANSACTION SELECTION

REPORTING: PAID ITEMS

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 3/22/2024 THRU 4/04/2024	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

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PRINT OPTIONS

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

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## Amanda Ring

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**From:** James Paul  
**Sent:** Friday, March 29, 2024 9:07 AM  
**To:** Amanda Ring  
**Subject:** FW: Crushing concrete

Please put on next council meeting as well

-----Original Message-----

**From:** benpavelkatrucking@yahoo.com <benpavelkatrucking@yahoo.com>  
**Sent:** Thursday, March 21, 2024 2:17 PM  
**To:** James Paul <jpaul@cityofyork.net>  
**Subject:** Crushing concrete

James, I estimate there is 2500-3000 tons and probably 2000 tons at the land fill crushing cost is \$10 per ton with no mobilization charge. City will provide water while crushing in town

Thanks Ben Pavelka

Sent from my iPhone

## **TASK ORDER 44**

### **Amendment 01**

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

**TASK ORDER NUMBER: 44 – Amendment 01**

**PROJECT NAME: YASWA FY23/24 Annual Engineering Services**

## **PART 1.0 PROJECT DESCRIPTION:**

The objective of this expanded scope of services (amendment) is to provide a continuation of on-call engineering services and NDEE required methane migration monitoring and reporting services.

## **PART 2.0 SCOPE OF SERVICES:**

### **Task Series 100 – On-Call Services**

- Operations support to assist in landfilling operations.
- Fill planning development and support.
- Coordination of electronic fill plan files with Trimble installation staff.
- Operations training – as requested.
- Three (3) site visits for two (2) HDR professionals.
- Evaluation of existing stormwater pumping system and recommendation on next steps.
- Coordination of Phase 6 warranty work being conducted on current leachate extraction pumping system.
- Development of daily and monthly checklists for operational staff – as requested.
- Evaluation of operational staff needs and adjustments.

#### **DELIVERABLES:**

Deliverables for this task include:

- Electronic fill plan files to Trimble installation staff.
- Fill plan diagrams to site operations staff.
- One (1) Operator training (in person) given by up to two (2) HDR professionals.
- Daily and monthly checklist updates (as requested)

#### **MEETINGS:**

As outlined in the activities above, ENGINEER will coordinate and facilitate three (3) site visits for up to two (2) HDR professionals.

#### **KEY UNDERSTANDINGS:**

- Training dates will be agreed upon by HDR and YASWA at least 5 business days in advance.
- Coordination efforts with Trimble installation staff will be conducted virtually.
- Coordination of stormwater and leachate system will be coordinated virtually unless site visit is requested, at which point this requested site visit will count as one (1) of four (4) budgeted site visits.

# Task Series 500 – Methane Migration Monitoring, Reporting & Corrective Action Coordination

## Task 501 – Quarterly Methane Migration Monitoring

Once each quarter, HDR will complete methane gas monitoring in facility structures and at the property boundary at each of 11 methane migration monitoring probes and two (2) facility structures in accordance with NDEE Title 132 Chapter 004.17C and Appendix C – Landfill Gas Plan of the 2020 YASWA MSW Permit Renewal. Monitoring will be completed by local HDR staff using a manufacturer and field calibrated Landtec GEM 5000+.

Results of methane monitoring will be recorded real-time and reported in raw format to YASWA at the end of each monitoring event and refined in the quarterly report submitted to NDEE within 30 days following the end of each quarter. An exceedance of 25-percent of the methane lower explosive limit (LEL) in facility structures or 100-percent of the LEL at the property boundary will be reported to YASWA immediately following the completion of the monitoring event as the first step in initiating the required sequence of corrective actions.

### ASSUMPTIONS:

- For each sampling event, HDR anticipates sending one (1) HDR employees for up to one (1) rental equipment day.
  - The first sampling event has been budgeted to include two (2) HDR employees for up to one (1) equipment day.

### DELIVERABLES:

- None Anticipated.

### KEY UNDERSTANDINGS:

- Monitoring probes will be accessible for sampling activities.
- HDR will notify YASWA staff prior to sampling activities.
- Site will be made accessible to HDR for sampling activities.
- If any of the 11-property boundary methane migration probes are observed to have a stabilized methane concentration of greater than or equal to 100-percent of the LEL, monthly monitoring for at least 6 months will be conducted. Monthly monitoring and reporting will occur under Task 504 and Task 505.
- If any of the 11-property boundary methane migration probes are observed to have a stabilized methane concentration of greater than or equal to 85-percent of the LEL, corrective action will be triggered (by use of extraction) and YASWA will be notified, and corrective action coordination will occur under Task 504 and Task 505

## Task 502 – Quarterly Methane Migration Reporting

Following quarterly sampling events, HDR will review methane migration data collected during each respective quarterly reporting period and will provide expert critical feedback and recommendations in accordance with NDEE Title 132 Chapter 04.17. Data will be entered into a tracking database in order to track methane migration trends over time. In addition, HDR will develop a quarterly methane migration report to be submitted to both YASWA and NDEE no later than 30 days following the end of each respective quarter.

### ASSUMPTIONS:

- One report will be developed for each quarterly sampling event for submittal to both YASWA and NDEE.

### DELIVERABLES:

- Methane Migration Monitoring Report for the following quarters –
  - Q1 2024
  - Q2 2024
  - Q3 2024

### KEY UNDERSTANDINGS:

- HDR will submit quarterly methane migration monitoring reports to NDEE on behalf of YASWA.

### **Task 503 – Monthly Methane Migration Monitoring**

If any of the 11-property boundary methane migration probes are observed to have a stabilized methane concentration of greater than or equal to 100-percent of the LEL during any of the Task 501 quarterly monitoring events, monthly monitoring for at least 6 months will be conducted. If at the end of the 6-month sampling window concentrations are still above 100-percent of the methane LEL, monthly monitoring will continue until concentrations are observed below the LEL for methane.

Monthly monitoring will be conducted in accordance with the description of Task 501.

#### **ASSUMPTIONS:**

- For each sampling event, HDR anticipates sending one (1) HDR employee for up to one (1) rental equipment day.

#### **DELIVERABLES:**

- Methane Migration Monitoring data for up to four (4) months.

#### **KEY UNDERSTANDINGS:**

- Monitoring probes will be accessible for sampling activities.
- HDR will notify YASWA staff prior to sampling activities.
- Site will be made accessible to HDR for sampling activities.
- If any of the 11-property boundary methane migration probes are observed to have a stabilized methane concentration of greater than or equal to 100-percent of the LEL, monthly monitoring for at least 6 months will be conducted. Monthly monitoring and reporting will occur under Task 504 and Task 505.
- If any of the 11-property boundary methane migration probes are observed to have a stabilized methane concentration of greater than or equal to 85-percent of the LEL, corrective action will be triggered (by use of extraction) and YASWA will be notified, and corrective action coordination will occur under Task 504 and Task 505

### **Task 504 – Monthly Methane Migration Reporting**

If monthly monitoring is required, HDR will conduct data review and logging in accordance with Task 502. Monthly monitoring information will be included within respective quarterly monitoring reports and submitted to YASWA and NDEE in accordance with Task 502. Monthly reports will be provided monthly to YASWA in addition to the inclusion within the quarterly reports.

#### **ASSUMPTIONS:**

- Monthly reporting will only be conducted if triggered by during quarterly monitoring events as described in Task 501 and Task 502.

#### **DELIVERABLES:**

- Methane Migration Monitoring reports for up to four (4) months delivered to YASWA.
- Methane Migration Monitoring reports for up to four (4) months included within the respective quarterly report for submittal to YASWA and NDEE.

### **Task 505 – Corrective Action Coordination**

If corrective action regarding methane migration is required, HDR will provide support and coordination of corrective action (via methane extraction system). Guidance will include notification that extraction system is required to be operated, periods of time which extraction system must be operated, and proposed notifications to be provided to NDEE.

#### **ASSUMPTIONS:**

- HDR is not responsible for maintaining or operating the methane extraction system.

#### **DELIVERABLES:**

- Notification to be placed in operating record of requirement for extraction system operation.
- Notification to be placed in operating record of period of operation for extraction system operation.

## PART 3.0 OWNER’S RESPONSIBILITIES:

OWNER shall provide access to the existing methane migration monitoring probes and shall provide review and comments on draft methane migration monitoring reports. OWNER shall also operate methane extraction system as recommended by HDR.

## PART 4.0 PERIODS OF SERVICE:

The term of this Task Order shall be effective upon Notice to Proceed through September 30, 2024.

## PART 5.0 PAYMENTS TO ENGINEER:

The YASWA FY23/24 Annual Engineering Services – Amendment 01 services will be performed up to a sum not to exceed twenty-nine thousand five-hundred dollars (\$29,500) without written authorization from OWNER. Compensation for these Services shall be based on Direct Labor Costs times a factor of 3.2 for the services of ENGINEER’S personnel engaged on the Project, plus Reimbursable Expenses.

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

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation, travel, housing, subconsultants, subcontractors, telephone, shipping and express, and other incurred expense. ENGINEER will pass through invoices received by ENGINEER from subconsultants and subcontractors with a 10 percent markup included. There are no anticipated ENGINEER subcontractors for Task Order 34 - Amendment 1. If the need for an ENGINEER subcontractor is identified, written authorization from OWNER will be obtained prior to agreement between ENGINEER and subcontractor.

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

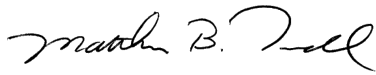
Task Description	HDR Services	Expenses	Total Budget
<b>Task 100 – General Engineering Services</b>			
Task 102 – On-Call Engineering Services	\$14,533	\$467	\$15,000
<b>Task 100 Total</b>	<b>\$14,533</b>	<b>\$467</b>	<b>\$15,000</b>
<b>Task 500 – Methane Migration Monitoring, Reporting &amp; Corrective Action Coordination</b>			
Task 501 – Quarterly Methane Migration Monitoring	\$3,975	\$1,525	\$5,500
Task 502 – Quarterly Methane Migration Reporting	\$957	\$43	\$1,000
Task 503 – Monthly Methane Migration Monitoring	\$1,722	\$2,778	\$4,500
Task 504 – Monthly Methane Migration Reporting	\$969	\$32	\$1,000
Task 505 – Corrective Action Coordination	\$2,463	\$36	\$2,500
<b>Task 500 Total</b>	<b>10,086</b>	<b>\$4,414</b>	<b>\$14,500</b>
<b>Total Approved Budget</b>	<b>\$24,619</b>	<b>\$4,881</b>	<b>\$29,500</b>

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF YORK, NEBRASKA  
"OWNER"

HDR ENGINEERING, INC.  
"ENGINEER"

BY: \_\_\_\_\_

BY: 

NAME: \_\_\_\_\_

NAME: Matthew Tondl

TITLE: \_\_\_\_\_

TITLE: Sr. Vice President

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

ADDRESS: 1917 S. 67<sup>th</sup> Street  
Omaha, Nebraska 68106



Product Quotation  
 Quotation Number: **RG428115**  
 Quote Sent Date: **Mar 27, 2024**  
 Expiration Date: **Apr 26, 2024**

Prepared By  
**Rick Gerken**  
 Phone: 402 363-4419  
 Email: caseihykrick@yahoo.com

Customer  
**CITY OF YORK**  
 PO BOX 276  
 YORK, NE, 68467-0276  
 Phone: +1 402 363 2600

Contact

Dealer  
**York Equipment, Inc, York, NE**

Item Name	Item Number	Quantity	Price Each	Total
<b>E60 R2-Series Bobcat Compact Excavator</b>	M3321	1	90,117.00	90,117.00
<b>Standard Equipment:</b>				
Auto-Idle			Horn	
Auto-Shift, 2-Speed Travel			Hydraulic Joystick Controls	
Auxiliary Hydraulics with Selectable Flow			Keyless Start	
W/ Arm Mounted Flush Face Quick Couplers			LED Work Lights	
Canopy			Lift Eye	
Includes: Cup Holder, Retractable Seat Belt,			Long Arm	
Vinyl Suspension Seat			Rubber Tracks	
Roll Over Protective Structure (ROPS) - Meets			Spark Arrestor	
Requirements of ISO 12117-2: 2008			Long Arm	
Tip Over Protective Structure (TOPS) - Meets			Deluxe Display	
Requirements of ISO 12117: 2000			Turbocharged, Tier 4, Non DPF	
Falling Object Protective Structure (FOPS) - Meets			Vandalism Protection	
Requirements of ISO 10262			X-Change Attachment Mounting System	
Control Console Locks			Telematics - Machine IQ	
Control Pattern Selector Valve (ISO/STD)			Warranty: 2 years, or 2000 hours whichever occurs first	
Dozer Blade with Float				
Engine/Hydraulic Monitor with Shutdown				
Fingertip Auxiliary Hydraulic Control				
Fingertip Boom Swing Control				
<b>Cab Deluxe Package</b>	M3321-P11-C12	1	13,256.00	13,256.00
<i>Included:</i> Cab Deluxe Package:, Long Arm ,				
Enclosed Cab with Auto HVAC, 3yr				
Machine IQ Health and Security				
Subscription, Keyless Start, Bobcat 7"				
Touch Display with Radio and Bluetooth,				
Heated High Back Cloth Suspension Seat,				
Travel Motion Alarm				
<b>Extendable Arm with Add-On Counterweight</b>	M3321-R03-C10	1	9,505.00	9,505.00
<b>Hydraulic Clamp - Ext Arm - Class IV</b>	M3321-R08-C33	1	3,125.00	3,125.00
<b>Hydraulic X-Change - Ext Arm</b>	M3321-R06-C08	1	2,433.00	2,433.00
<b>Second Auxiliary Hydraulics - Ext Arm</b>	M3321-R07-C03	1	1,712.00	1,712.00
<b>30" MX4 XCHG TEETH</b>	7322088	1	2,144.00	2,144.00
<b>Total for E60 R2-Series Bobcat Compact Excavator</b>				<b>122,292.00</b>

Quote Total - USD	122,292.00
Dealer P.D.I.	600.00
Freight Charges	2,000.00
Destination Charges	111.00
Discount	
<i>Discount</i>	-36,303.00
Sales total before Taxes	88,700.00
Taxes	0.00
<b>Quote Total - USD</b>	<b>88,700.00</b>

**Customer Acceptance:**

Quotation Number: RG428115

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

Print: \_\_\_\_\_ Sign: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_ Tax Exempt: Y  / N

**MEMORANDUM OF UNDERSTANDING BETWEEN  
York Police Department and York Public Schools**

This Memorandum of Understanding (MOU) is made and entered on the date fully executed below by the parties identified as the York Police Department and York Public Schools:

Terms used herein shall be defined by Neb. Rev. Stat. Section 79-2702.

Student means a registered pupil of the York Public Schools.

School Discipline means punitive measures taken by the York Public Schools upon a student resulting in action distinctly separate from the juvenile justice system (e.g., detention, suspension, expulsion, etc.).

**WHEREAS**, York Public Schools and the York Police Department acknowledge the findings and declarations of the Nebraska Legislature (Neb. Rev. Stat. Section 79-2701);

**WHEREAS**, York Public Schools agree that students, faculty, and staff are entitled to attend and work in a safe environment and that the presence of school resource officer(s) are necessary to keep schools safe;

**WHEREAS**, Parents and guardians of students have a vested interest in being informed of school discipline matters involving their children and to be notified as soon as possible if their children are contacted in response to a possible law violation, questioned, searched, cited, or arrested by a peace officer working with school officials;

**WHEREAS**, York Public Schools and the York Police Department find that in a collaborative and mutually supportive environment, it is necessary to delineate the roles and responsibilities of school resource officer(s) and school officials;

**WHEREAS**, York Public Schools and the York Police Department understand that it is the responsibility of schools to respond to and manage disciplinary issues and that the primary role of school resource officer(s) should be to enhance safety with the understanding that school resource officers also work to prevent and respond to law violations and serve as a community resource for students, parents, and school staff.

**WHEREAS**, the State of Nebraska has clearly delineated the requirements of a school resource officer program memorandum of understanding (Neb. Rev. Stat. Section 79-2704);

NOW, THEREFORE, York Public Schools and the York Police Department agree as follows:

### **Section 1. Assignment.**

1. The York Police Department agrees to assign one (1) peace officer as a school resource officer to the York Public Schools during the term of this MOU. The assignment length is at the discretion of the York Police Department and in cooperation with York Public Schools.
2. If the York Public Schools Superintendent is dissatisfied with the school resource officer who has been assigned to the school, then the Superintendent may request that the York Police Department assign a different law enforcement officer as the security resource officer for the school. Unless the nature of the concerns warrants immediate replacement, such a request should normally occur after the Superintendent has met with the York Police Department to discuss concerns and allow a reasonable amount of time for the York Police Department to remediate the issue(s). If mutually agreed by the York Police Department and York Public Schools, the York Police Department shall assign a new security resource officer to the school. The York Police Department reserves the right to remove/re-assign any security resource officer along with notification given to the Superintendent and the school board.

### **Section 2. Employment.**

The school resource officer shall remain an employee of the York Police Department with compensation and fringe benefits paid directly by the City of York in accordance with City of York policies, as established for its employees. The York Police Department shall maintain appropriate worker's compensation and unemployment insurance coverage for the school resource officer. This employee shall function under the direction and supervision of the York Police Department and shall be governed by the policies, procedures, rules, and regulations thereof.

### **Section 3. Compensation.**

The York Police Department agrees to share costs associated with the School Resource Officer Program as follows: The York Public Schools shall pay \$27,000 (approximately 25%) of the combined costs of the school resource officer's wages/benefit package. Fringe benefits (e.g. social security, Medicare, health insurance, life insurance, disability insurance, vacation/sick leave, retirement contributions, etc.) will be paid by the City of York. The intended goal is to achieve and maintain a 50% contribution by York Public Schools. York Public Schools will increase the cost share to \$41,000 (approximately 38%) in year two and \$55,000 (approximately 50%) in year three. The York Police Department shall invoice York Public School for the services rendered under this MOU on a monthly basis. York Public Schools shall make payment within thirty (30) days of its receipt of an invoice.

### **Section 4. Property.**

Any property acquired by any party to this memorandum of understanding for the cooperative undertaking described herein shall be owned and held by the party paying for its acquisition and shall remain the property of the party who initially purchased it upon the completion or termination of this MOU.

**Section 5. Office Space, Computer Access, and Materials.** The York Public Schools agrees to provide the school resource officer with the office space, office equipment, computer access, telephone access and office supplies necessary to carry out in-school responsibilities. The York Police Department agrees to provide the school resource officer with the uniforms, equipment, supplies, and computer access to carry out law enforcement responsibilities.

**Section 6. Training.**

1. If not completed prior to the initiation of this MOU, the school resource officer shall attend a minimum of twenty (20) hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings;
2. If not completed prior to the initiation of this MOU, a minimum of one administrator in each elementary or secondary school, where the school resource officer is assigned, shall attend a minimum of twenty (20) hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings;
3. If not completed prior to the initiation of this MOU, the required training will be completed within six months of the security resource officer being assigned to York Public Schools.

**Section 7. Records.**

The York Public Schools shall ensure records are kept on each student referral for prosecution from a school resource officer in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such records allow for analysis of related data and delineate:

1. The reason for such referral; and
2. Date of incident; and
3. Federally identified demographic characteristics of the student

**Section 8. Information Collection, Use and Dissemination.**

The York Public Schools and York Police Department will ensure records are kept on each student referral for prosecution from a school resource officer in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such records allow for analysis of related data and delineate: The reason for such referral; and federally identified demographic characteristics of such student.

**Section 9. Criminal investigation; Notification of Parent or Guardian.**

The York Public Schools policy 5022, address when a parent or guardian will be notified or present, in a language that such parent or guardian understands, if a student is subjected to questioning or interrogation by a school official or by a school resource officer operating in conjunction with a school official;

#### **Section 10. Criminal investigation; Advisement of Constitutional Rights.**

The York Police Department understands under what circumstances a student will be advised of their constitutional rights and that a student will be advised of his or her Miranda rights before any custodial interrogation of the student by a school resource officer. The York Police Department policy that addresses when a parent or guardian will be notified or present, if a student is subjected to questioning or interrogation by a school resource officer or other employee of the York Police Department is policy 3.4. The York Public Schools policy or regulation addressing students being advised of constitutional rights prior to being question or interrogated by a school official or by a school resource officer in conjunction with a school official is Policy 3055 – School Resource Officers.

#### **Section 11. School referrals to law enforcement.**

The York Public Schools policy 5035, required by section 79-2704(6), address the type or category of student conduct or actions that will be referred to law enforcement for prosecution.

#### **Section 12. Complaints about a school resource officer.**

Students, parents, school officials, etc. may express a concern or file a complaint about the performance of a school resource officer by contacting the York Police Department at 402-363-2640, 315 N. Grant Ave., York, NE 68467. York Public School's student and parent complaint policy to express a concern or file a complaint about a school resource officer and the practice of the school resource with the York Police Department is Policy 2006- Complaint Procedure.

#### **Section 13. Roles and Responsibilities.**

1. Disciplining students is the responsibility and authority of the York Public Schools, school administrators, and parents. Law enforcement is the responsibility of the York Police Department. School resource officer(s) should not act as school disciplinarians. York Public Schools and the York Police Department shall endeavor to follow the principles in this MOU regarding the division between school discipline and law enforcement.
2. The York Public Schools staff should not involve York Police Department in incidents that are matters of school discipline; however, school resource officer(s) may be a resource to complement school staff by providing education; acting in the role of a mentor, counselor, or trusted adult, etc.
3. School resource officer(s) should not interview students or collect evidence for solely York Public Schools disciplinary purposes.
4. School resource officer(s) will also: (a) maintain open communication and receive feedback from School Principals; (b) coordinate Department resources to enhance success of the York Public Schools and the Department; (c) Serve on the Community/School District Crisis Response Team for the purpose of reviewing policies and safety concerns related to hazardous materials, threats of violence, poison control, emergencies and other dangerous conditions; (d) Serve on the School Threat Assessment Team for the purpose of

collaborative threat assessment and management; (e) report physical security challenges to School Principals; and (f) effectively handle school records as permitted by School Principals.

5. School Principals will: (a) provide the school resource officer(s) with guidance regarding activities on school grounds; (b) arrange for necessary training for the school resource officer(s) relating to the operation of local schools; (c) Provide the York Police Department with input regarding the school resource officer(s) performance; and (d) Disseminate records to the school resource officer(s) in accordance with the guidance enumerated in Section 8.

6. The York Public Schools staff and school resource officer(s) will exercise professionalism and discretion, as required by law and internal policies, regarding the York Public Schools staff and student information. The York Public Schools and the York Police Department shall share information required to be collected and held pursuant to Neb. Rev. Stat. Section 79-2704 through the school resource officer(s);

7. The York Police Department recognizes the benefits of police presence at extracurricular activities and will be present at activities which are agreed upon by the York Police Chief and York Public Schools Superintendent.

#### **Section 14. Other Considerations.**

1. The York Public Schools and the York Police Department agree that this MOU does not supersede any state statutes, County or City laws, or the policies or procedures of the York Public Schools or those of the York Police Department;

2. The parties acknowledge that issues will arise during the term of this MOU which were not contemplated at the time of entering into this MOU, and the parties agree to use their best efforts to resolve those issues in a manner which is mutually beneficial and consistent with Program goals.

#### **Section 15. Program Goals. School Resource Officer Program Goals:**

1. Enhance school safety and provide resources to school administrators, staff, faculty, students and the students' families;

2. Ensure everyone is treated fairly and impartially by school administrators, staff, faculty, and school resource officer(s). This includes monitoring and considering referrals made by school administrators, staff, and faculty to school resource officer(s);

3. Rely upon internal school processes, to include school discipline, as may be practical, as the primary means to address inappropriate student behavior;

4. Afford alternative opportunities to students and avoid unnecessarily involving the juvenile justice system;

#### **Section 16. Program Review.**

1. Annual Review.

a. The York Public Schools and the York Police Department, along with community stakeholders, shall conduct an annual Program review and: (a) make modifications, as necessary, to accomplish Program goals; and (b) create a report of the review (Annual Report) which shall include Program goals and

relevant measurable data, to the extent permitted by law. The Report shall be made available to the public, to include being made available online.

b. York Public Schools and the York Police Department shall include community stakeholders in the review of Program goals and relevant measurable data.

c. The annual report cycle will coincide with each school-year and be due at the York Public Schools Board's first meeting in September of the following school-year.

2. Oversight. The York Public Schools Superintendent and the York Police Department shall provide Program oversight and coordinate action, as may be necessary, to achieve Program goals.

### **Section 17. Community Partnerships.**

The York Public Schools and York Police Department shall partner with other community and governmental entities to further Program goals, support strategies to divert students from the criminal justice system, and access additional support services for students.

### **Section 18. Additional Requirements.**

Should grant funding be made available from an external source (e.g., U.S. Department of Justice C.O.P.S. Office, etc.), the York Public Schools and York Police Department shall adhere to the requirements set forth by such funding source.

### **Section 19. Benefit, Liability and Indemnification.**

1. This MOU is for the benefit of the York Public Schools and York Police Department only and does not create, nor is it intended to create, any benefit or liability to third parties. Nothing in the performance of this MOU shall impose any liability for claims made against the parties, and the parties agree to indemnify the other for intentional wrongdoing or negligence by the offending party, related to this MOU.

2. To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act or constitutional provision, each party further agrees to defend, indemnify, and hold harmless the other from and against all loss, liability, or expense that may be incurred by reason of any injury or loss resulting from, arising out of, or in any way connected with the use of parts under this MOU. This MOU does not create a joint entity between the Parties and does not establish a separate legal entity for any purpose.

### **Section 20. No Special Duty Created.**

The York Public Schools and the York Police Department agree the York Police Department is not undertaking to ensure the safety of students, staff, faculty, or visitors at York Public Schools or at any school activity. The York Police Department does not contractually undertake any special duty to protect the safety or security of any person or property by virtue of entering into this MOU.

### **Section 21. Access to Education Records.**

1. School administrators shall allow the school resource officer to inspect and copy any public records, including student "directory information," maintained by the school to the extent allowed by state and federal law and York Public Schools policy.
2. If some information in a student's educational record is needed in an emergency to protect the health or safety of the student or others, school administrators shall disclose to the school resource officer the information that is needed to respond to the emergency situation based on: (i) the seriousness of the threat to the health or safety of an individual; (ii) the need of the information to meet the emergency situation; and (iii) the extent to which time is of the essence.
3. If the school resource officer needs confidential student educational record information, but no emergency situation exists, the information may be disclosed only as allowed by applicable state and federal law.
4. Notwithstanding any provision to the contrary within this Agreement, the parties shall fully comply with the requirements of NEB. REV. STAT. § 79-2,104 or any other state or federal law or regulation, including Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and its implementing regulations (34 C.F.R. Part 99), regarding the confidentiality of student information and records. All York Police Department requests for student records made to York Public Schools shall be in compliance with this provision. The York Police Department represents, warrants, and agrees that it will: (1) hold the student records in strict confidence and will not use or disclose student records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by York Public Schools in writing. At the request of York Public Schools, the York Police Department agrees to provide York Public Schools with a written report of the student records and information disclosed to third parties. A breach of these confidentiality requirements shall constitute grounds for the immediate termination of this MOU.

## **Section 22. Body-Worn Cameras (BWCs)**

All parties agree that any use of BWCs by school resource officers must be subject to and in compliance with federal, state, and local laws and regulations regarding their use and operation. The York Police Department will provide training to the building principals and superintendent of the schools in which the school resource officers may enter. Training shall include the objectives and procedures for the use of BWCs in public and in schools. Every school resource officer equipped with a BWC shall be trained in the operation of the equipment prior to its use. To maximize the effectiveness of the BWC and the integrity of the video documentation, school resource officers shall adhere to the objectives and procedures outlined in this MOU and the York Police Department's general operations orders or best practices in the use of BWCs.

The York Police Department's officers shall at all times recognize and comply with the confidentiality of student and education records and may only seek such records in accordance with the requirements of York Public Schools policy and state and federal law.

## **Section 23. Nondiscrimination**

The parties shall not discriminate against any employee or applicant who is to be employed for performance of this MOU with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

**Section 24. Employment Eligibility Verification**

The parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this MOU, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**Section 25. Termination**

1. The term of this MOU shall commence on the date the MOU is fully executed and shall remain in effect to the end of the calendar year. Thereafter, the MOU shall renew automatically for successive one (1) year terms, coinciding with each calendar year, until terminated as identified below.
2. This MOU may be terminated by either party, at any time and without cause, with four (4) months' notice of termination/nonrenewal.
3. This MOU may be amended, upon agreement of both parties.

**Section 26. Publication and Posting**

Within three months of the adoption of this MOU, the York Public Schools Superintendent shall provide a copy of it to the Nebraska Department of Education and post it on the School District's website. If any change is made to this MOU, the York Public Schools Superintendent shall provide an updated copy of the MOU to the Nebraska Department of Education and post a copy on the School District's website no later than January 1<sup>st</sup> of the following year.

Agreed upon by:

York Police Department \_\_\_\_\_  
Chief of Police

Date \_\_\_\_\_

York Public Schools \_\_\_\_\_  
Superintendent or School Board of Education President

Date 3-26-24

**RESOLUTION 2024-5**

**PRELIMINARY ENGINEERING SERVICES AGREEMENT  
SUPPLEMENTAL AGREEMENT NO. 1 - BK2301**

CITY OF YORK

Resolution 2024-5

**Whereas:** City of York and Olsson, Inc. have previously executed a Preliminary Engineering Services Agreement (BK2301) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

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

**Whereas:** City of York and Olsson, Inc. wish to enter into a preliminary engineering services supplemental agreement, setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

**Be It Resolved:** by the City Council of York, Nebraska that:

Barry Redfern, Mayor of City of York, is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 1 between the City of York and Olsson, Inc.

NDOT Project Number: DPS-93(15)

NDOT Control Number: 43010

NDOT Project Description: Project Access York

Adopted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ Nebraska.

The City Council of York, Nebraska:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_

Moved the adoption of said resolution

Member \_\_\_\_\_ Seconded the Motion

Roll Call: \_\_\_\_ Yes \_\_\_\_ No \_\_\_\_ Abstained \_\_\_\_ Absent

Resolution adopted, signed, and billed as adopted

Attest:

\_\_\_\_\_  
Signature City Clerk

Agreement No.	BK2301-001
Effective (NTP) Date	01/09/2024
Supplement Amount	\$14,839.19
Total Agreement Amount	CPFF \$748,381.15

**PROFESSIONAL SERVICES AGREEMENT**  
**SUPPLEMENT NO. 1**  
**PRELIMINARY ENGINEERING SERVICES**

CITY OF YORK, NEBRASKA  
OLSSON, INC.  
PROJECT NO. DPS-93(15)  
CONTROL NO. 43010  
PROJECT ACCESS YORK

**THIS SUPPLEMENTAL AGREEMENT** is between the City of York, Nebraska ("LPA") and Olsson, Inc. ("Consultant"), collectively referred to as the "Parties".

**WHEREAS**, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on April 6, 2023 for Consultant to provide Preliminary Engineering Services for LPA's project, and

**WHEREAS**, it is necessary that services as outlined in Exhibit "A" be added under this Supplemental Agreement, and

**WHEREAS**, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. DPS-93(15) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as Exhibit "C" and incorporated herein by this reference.

**NOW THEREFORE**, in consideration of these facts and mutual promises, the Parties agree as follows:

**SECTION 1. SCOPE OF SERVICES**

Consultant will perform the additional work as set out in Exhibit "A", Consultant Work Order and Scope of Services, and Exhibit "B", Consultant's Fee Proposal, attached and incorporated herein by this reference.

**SECTION 2. NOTICE TO PROCEED AND COMPLETION**

- 2.1 LPA, or State on behalf of LPA, issued Consultant a written Notice-to-Proceed on January 9, 2024. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement and this Supplemental Agreement by August 27, 2026.

**SECTION 3. FEES AND PAYMENTS**

Section 2 in Exhibit "C" of the Original Agreement is hereby amended in accordance with Exhibit "B" and as shown below.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

<u>Previous Amount*</u>	<u>This Supplement Amount</u>	<u>Amended Agreement Amount</u>	
\$ 216,089.60	\$ 3,838.35	\$219,927.95	For actual direct labor costs
\$ 444,340.60	\$ 9,684.07	\$454,024.67	For indirect labor costs & direct expenses
\$ 73,111.76	\$ 1,316.77	\$74,428.53	For a fixed fee for profit
\$733,541.96	\$14,839.19	\$748,381.15	Total agreement amount

\*Includes all prior supplements

**SECTION 4. CONFIDENTIAL INFORMATION**

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

**SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION**

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

**SECTION 6. CERTIFICATION BY LPA**

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

**SECTION 7. ENTIRE AGREEMENT**

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement (“The Agreement”) between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

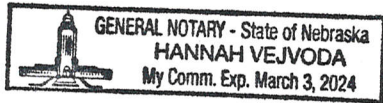
EXECUTED by the Consultant this 31<sup>st</sup> day of January, 2024.

OLSSON, INC.  
Michael C. Piernicky, P.E.

[Signature]  
Vice President

STATE OF NEBRASKA)  
  )ss  
DOUGLAS COUNTY    )

SUBSCRIBED AND SWORN to before me this 31 day of January, 2024.



[Signature]  
Notary Public

EXECUTED by LPA this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF YORK, NEBRASKA  
Barry Redfern

\_\_\_\_\_  
Mayor

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Form of Agreement Approved for  
Federal Funding Eligibility:

\_\_\_\_\_  
  
\_\_\_\_\_  
Date



## SUPPLEMENT #1

This CONTRACT SUPPLEMENT executed between the City of York ("Client") and Olsson, Inc. ("Olsson"), shall amend the task order BK2301 of master agreement BK2278 dated February 23<sup>rd</sup> 2023.

### PROJECT DESCRIPTION AND LOCATION

Project Name: "Project Access York"  
Project Number: DPS-93(15)  
Control Number: 43010  
Location: City of York, Nebraska

### REASON FOR AMENDMENT

The Consultant is required to provide topographic survey of additional areas that were not previously surveyed due to changes to the project alignment from the Plan-in-Hand meeting. The associated tracts impacted by the realignment of the trail require additional title information to be acquired and incorporated into the project ownership plans as well.

### AMENDED SECTION(S)

The scope of services of the above referenced agreement shall be amended to add the following.

#### SURVEY

1a) **Preliminary Field Survey.** Additional topographic survey for realigned sections of the trail will be performed using GPS and electronic "Total Station" technology in MicroStation DGN format. The realigned sections of trail include approximately 1700' of trail along the Village 81 route and 850' of trail along the Public Schools route.

#### RIGHT-OF-WAY DESIGN SERVICES

##### Title Research

- 1) Overview
  - b. The realigned sections of the trail require 9 additional tracts to be researched.

##### Ownership Plans

4a) The Consultant will also include all ROW, permanent easements, and control of access for the 9 additional tracts required with the trail realignment.

### DELIVERABLES

1. Updated Topographic Survey for Additional Areas
2. Updated ROW Ownership Plans
3. Full Set of Property Title Information

### SCHEDULE

- |   |            |
|---|------------|
| 1. Anticipated Amendment Notice to Proceed (NTP): | 12/18/2023 |
| 2. Field Survey Completed for Additional Areas:   | 12/22/2023 |
| 3. ROW Ownership Plans Submittal with Titles:     | 1/19/2024  |

**Project Timeline.** The Consultant shall prepare a schedule for project milestone dates and the schedule will be updated upon Notice to Proceed as well as quarterly or if dates change. The consultant will show old dates with the updated schedule dates. The document will include the project name, the project number, project control number consultant firm name, project manager and date.

Supplement 1

Consultant Estimate of Hours

Project Name: Project Access York  
 Project Number: DPS-93(15)  
 Control Number: 43010  
 Location (City, County): York, York  
 Firm Name: Olsson  
 Consultant Project Manager: Patrick Lusk  
 Phone/Email: (402) 458-5004 / plusk@olsson.com  
 City Project Liaison: Sue Crawford  
 Phone/Email: (402) 363-2600 / scrawford@cityofyork.net  
 NDOT RC: Paul Kieper  
 Phone/Email: (402) 479-3944 / Paul.Kieper@nebraska.gov  
 Date: December 12, 2023

TASKS	PERSONNEL CLASSIFICATIONS**											Total
	PR	STL	ENV	PM	SENG	ENG	SDES	RLS	SPC	SUR	ADM	
<b>RIGHT-OF-WAY DESIGN SERVICES</b>				4			36					40
1b. Title Research				2								2
4a. Ownership Plans				2			36					38
<b>SURVEY</b>		6		6			8		31	31		82
1a Preliminary Field Survey		6		6			8		24	24		68
Travel Time									7	7		14
<b>Total Hours</b>		6		10			44		31	31		122
<b>Total Days (8 hrs)</b>		0.8		1.3			5.5		3.9	3.9		15.3

CLASSIFICATIONS\*:

- |                                |                                   |                          |
|--------------------------------|-----------------------------------|--------------------------|
| PR = Principal                 | PM = Project Manager              | SPC = Survey Party Chief |
| RLS = Registered Land Surveyor | ENG = Engineer                    | SUR = Surveyor I         |
| ENV = Environmental Scientist  | SDES = Senior Designer/Technician | STL = Survey Team Leader |
| ADM = Administrative           | SENG = Senior Engineer            |                          |

\* For Project Manager, use one of the technical classifications

\*\* For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the



# SOS for Supplement 2 Labor Rates

**Project Name:** Project Access York  
**Project Number:** DPS-93(15)  
**Control Number:** 43010  
**Location (City, County):** York, York  
**Firm Name:** Olsson  
**Consultant Project Manager:** Patrick Lusk  
**Phone/Email:** (402) 458-5004 / plusk@olsson.com  
**County Project Liaison:** Sue Crawford  
**Phone/Email:** (402) 363-2600 / scrawford@cityofyork.net  
**NDOT RC:** Paul Kieper  
**Phone/Email:** (402) 479-3944 / Paul.Kieper@nebraska.gov  
**Date:** 12/12/2023

Labor Costs:		Hours	Blended Rate	Amount
Code	Classification Title			
PR	Principal			
STL	Survey Team Leader	6	\$51.92	\$311.52
ENV	Environmental Scientist			
PM	Project Manager	10	\$45.67	\$456.70
SENG	Senior Engineer			
ENG	Engineer			
SDES	Senior Designer/Technician	44	\$34.02	\$1,496.88
STL	Registered Land Surveyor			
SPC	Survey Party Chief	31	\$31.25	\$968.75
SUR	Surveyor I	31	\$19.50	\$604.50
ADM	Administrative			
<b>TOTALS</b>		<b>122</b>		<b>\$3,838.35</b>

**Overhead Rate:** 185.88%      **Fixed Fee:** 12.00%  
**FCCM (if applicable)** 0.70%

**CLASSIFICATIONS:**

- |                                |                                   |                          |
|--------------------------------|-----------------------------------|--------------------------|
| PR = Principal                 | PM = Project Manager              | SPC = Survey Party Chief |
| STL = Registered Land Surveyor | ENG = Engineer                    | SUR = Surveyor I         |
| ENV = Environmental Scientist  | SDES = Senior Designer/Technician | STL = Survey Team Leader |
| ADM = Administrative           | DES = Designer/Technician         |                          |

**Blended Rates Worksheet**

STAFFING PLAN			
EMPLOYEE NAME	CLASSIFICATION <sup>1</sup>	SALARY RATE	% ASSIGNED <sup>2</sup>
<b>Principal</b>			
_____	_____	_____	_____
		Blended Rate:	
<b>Survey Team Leader</b>			
Lance Murry	Survey Team Leader	\$51.92	100.00%
		Blended Rate:	\$51.92
<b>Environmental Scientist</b>			
_____	_____	_____	_____
		Blended Rate:	
<b>Project Manager</b>			
Patrick Lusk	Project Manager, PE	\$45.67	100.00%
		Blended Rate:	\$45.67
<b>Senior Engineer</b>			
_____	_____	_____	_____
		Blended Rate:	
<b>Engineer</b>			
_____	_____	_____	_____
		Blended Rate:	
<b>Senior Designer/Technician</b>			
Stacey Fryc	Survey Technician	\$32.00	33.00%
Mark Lambertus	Senior Technician	\$35.50	34.00%
Steve Pickus	Senior Technician	\$34.50	33.00%
		Blended Rate:	\$34.02
<b>Registered Land Surveyor</b>			
_____	_____	_____	_____
		Blended Rate:	
<b>Survey Party Chief</b>			
Todd Mickle	Associate Surveyor	\$31.25	100.00%
		Blended Rate:	\$31.25
<b>Surveyor I</b>			
Coby Buettner	Assistant Surveyor	\$19.50	100.00%
		Blended Rate:	\$19.50
<b>Administrative</b>			
_____	_____	_____	_____
		Blended Rate:	

<sup>1</sup> Input actual employee classification as designated by firm.

<sup>2</sup> Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".

# SOS for PE for Scoping

## Direct Expenses

**Project Name:** Project Access York  
**Project Number:** DPS-93(15)  
**Control Number:** 43010  
**Location (City, County):** York, York  
**Firm Name:** Olsson  
**Consultant Project Manager:** Patrick Lusk  
**Phone/Email:** (402) 458-5004 / plusk@olsson.com  
**County Project Liaison:** Sue Crawford  
**Phone/Email:** (402) 363-2600 / scrawford@cityofyork.net  
**NDOT RC:** Paul Kieper  
**Phone/Email:** (402) 479-3944 / Paul.Kieper@nebraska.gov  
**Date:** 12/12/2023

Subconsultants:	Quantity	Unit Cost	Amount
<b>Subtotal</b>			

Printing and Reproduction:	Quantity	Unit Cost	Amount
<b>Subtotal</b>			

Mileage/Travel:	Quantity	Unit Cost	Amount
Field Vehicle Miles	416	\$0.655	\$272.48
<b>Subtotal</b>			\$272.48

Lodging/Meals:	Quantity	Unit Cost	Amount
<b>Subtotal</b>			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Title Research	9	\$250.000	\$2,250.00
<b>Subtotal</b>			\$2,250.00
<b>TOTAL DIRECT EXPENSES</b>			<b>\$2,522.48</b>

Per Diem Rates: <http://www.gsa.gov/portal/category/104711>  
 Mileage Rates: <http://www.gsa.gov/portal/category/104715>

2011 Standard Rates*	
Type	Rate
Black and White Copies	Actual reasonable cost
Color Copies	Actual reasonable cost
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost
Equipment	Actual reasonable cost
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above
Automobile Rental	Actual reasonable cost
Air fare	Actual reasonable cost, giving the State all discounts
<b>Statewide    Omaha/Douglas County</b>	
Breakfast	_____
Lunch	_____
Dinner	_____
Incidentals	_____
Totals	_____

\* A full list of rates can be found at the following website: [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem)

# Supplement 2

## Project Cost

**Project Name:** Project Access York  
**Project Number:** DPS-93(15)  
**Control Number:** 43010  
**Location (City, County):** York, York  
**Firm Name:** Olsson  
**Consultant Project Manager:** Patrick Lusk  
**Phone/Email:** (402) 458-5004 / plusk@olsson.com  
**LPA Responsible Charge:** Sue Crawford  
**Phone/Email:** (402) 363-2600 / scrawford@cityofyork.net  
**NDOT Project Coordinator:** Paul Kieper  
**Phone/Email:** (402) 479-3944 / Paul.Kieper@nebraska.gov  
**Date:** December 12, 2023

Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal			
Survey Team Leader	6	\$51.92	\$311.52
Environmental Scientist			
Project Manager	10	\$45.67	\$456.70
Senior Engineer			
Engineer			
Senior Designer/Technician	44	\$34.02	\$1,496.88
Registered Land Suveyor			
Survey Party Chief	31	\$31.25	\$968.75
Surveyor I	31	\$19.50	\$604.50
Administrative			
<b>TOTALS</b>	<b>122</b>		<b>\$3,838.35</b>

Direct Expenses:	Amount
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	\$272.48
Lodging/ Meals	
Other Miscellaneous Costs	\$2,250.00
<b>TOTALS</b>	<b>\$2,522.48</b>

Total Project Costs:	Amount
Direct Labor Costs	\$3,838.35
Overhead @ 185.88%	\$7,134.72
Total Labor Costs	\$10,973.07
Fixed Fee @ 12.00%	\$1,316.77
Facility Capital Cost of Money (FCCM) @ 0.70% (direct labor cost x FCCM%)	\$26.87
Direct Expenses	\$2,522.48
<b>PROJECT COST</b>	<b>\$14,839.19</b>

