

AGENDA  
CITY COUNCIL, YORK, NEBRASKA  
Thursday, November 6, 2025  
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. Pursuant to section 2-32(a) of the City Code and the Open Meetings Act, the presiding officer allows public comments during council meetings on matters designated as public hearings and on matters on the agenda that require passage or other action by the Council. Public comment is not allowed after a motion is made by a council member to pass or act on an agenda item. 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 as required by the Open Meetings Act.

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 October 30, 2025
3. Pledge of Allegiance
4. Roll Call
5. Minutes of the October 16, 2025 meeting
6. Claims of Elected Officials
  - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$1,694.52
  - 6.2. Claim for Jeff Pieper of Pieper's Inc. in the amount of \$193.72
  - 6.3. Claim for Stephen Postier of the York County Development Corporation in the amount of \$9,061.75
7. Claims for the period of October 17, 2025 through November 6, 2025
8. City Administrator Report
9. Consider approval of a quote from Cornhusker Industries for furniture for the Fire Department in the amount of \$32,622.00
10. Consider approval of a State Contract quote through Anderson Auto Group for a 2026 Ford F250 pickup for the Fire Department in the amount of \$53,806

11. Consider approval of a 60-month subscription with Laserfiche Cloud License for storing records digitally, in the amount of \$26,940.00; \$5,388.00 annually
12. Consider approval of an agreement with Flock Group, Inc. for Flock LPR cameras for the Police Department in the amount of \$49,799.00
13. Consider approval of a quote from York Equipment for a Bobcat Track Loader for the Street Department in the amount of \$37,269.00
14. Consider approval for Task Order 46 for the YASWA FY25/26 Annual Engineering Services with HDR Engineering in the amount of \$200,000.00
15. Consider approval of Resolution 2025-24, to continue the deferment of Paving District No. 06-1 for a tract of land comprising a part of Lot Three (3) Seidel's Addition
16. Consider approval of Resolution 2025-25 to adopt and approve a fine waiver schedule for city ordinance violations
17. Acceptance of resignation of council member
18. Adjournment

# Carrier move marks shift

**BEN FINLEY AND KONSTANTIN TOROPIN**  
Associated Press

WASHINGTON — President Donald Trump's decision to shift the nation's most advanced aircraft carrier to South America in his campaign against drug cartels pulled the ship out of the Mediterranean Sea at a time when a tenuous ceasefire between Israel and Hamas is threatened by new strikes in Gaza.

The U.S. is set to be in the fairly unusual position of having only a single aircraft carrier deployed and none in the waters off Europe and the Middle East. The change is especially stark after the U.S. joined Israeli strikes on Iran in June and engaged in some of the most intense combat operations since World War II against Yemen's Houthis rebels in the Red Sea.

Aircraft carriers, with their thousands of sailors and dozens of warplanes, are recognized as one of the ultimate signifiers of U.S. military might and the nation's foreign policy priorities. There were five carrier deployments to the Middle East since the Oct. 7, 2023, Hamas-led attack on Israel, including two carriers in the region at multiple points this year and last.

The new orders for the USS Gerald R. Ford illustrate the Trump administration's increasing focus on the Western Hemisphere and mark a major escalation of firepower as the U.S. military ramps up fatal strikes on alleged drug boats. With a buildup of warships, aircraft and troops already in the region, Trump



LISE ASERUD, NTB SCANPIX

The American aircraft carrier USS Gerald R. Ford is seen Sept. 12 on its way into the Oslofjord at Drobak in Norway.

signaled what could be next.

Speaking from another aircraft carrier, the USS George Washington, in its home port of Japan, Trump noted the U.S. attacks at sea and reiterated "now we'll stop the drugs coming in by land."

Mark Cancian, a senior adviser with the Center for Strategic and International Studies and a retired Marine colonel, questioned how long the Ford would be able to remain in South America, when only three of the 11 U.S. aircraft carriers are typically out to sea.

"It's such a powerful and scarce resource, there will be a lot of pressure to do something or send it elsewhere," Cancian said. "You can imagine the peace negotiations breaking down in the eastern Mediterranean or something happening with Iran."

The USS Nimitz also is deployed but heading home from the South China Sea to the West Coast before being decommissioned. It recently lost two aircraft — a fighter jet and a helicopter — in separate

crashes that are under investigation. A third carrier, the USS Theodore Roosevelt, is not deployed but is conducting exercises off the coast of San Diego.

Meanwhile, the U.S. military's growing presence near Venezuela and its 13 fatal strikes on alleged drug boats stoked fears that Trump could try to topple authoritarian President Nicolás Maduro, who faces charges of narcoterrorism in the U.S.

In response to questions about the speculation, Secretary of State Marco Rubio insisted Saturday that the U.S. is taking part in a counterdrug operation. He again accused Maduro's government of participating in the shipment of narcotics.

"This is a very serious problem for the hemisphere, and a very destabilizing one," Rubio said. "And that has to be addressed."

Maduro said in a recent national broadcast that the Trump administration is manufacturing a war against

him. "They are fabricating an extravagant narrative, a vulgar, criminal and totally fake one," he said. "Venezuela is a country that does not produce cocaine leaves."

Experts say the U.S. forces in the region aren't large enough for an invasion but they could help push out Maduro — and possibly plunge the nation into chaos.

"There's a really high potential for violence and instability," according to Geoff Ramsey, an expert on U.S. policy toward Venezuela who is a senior fellow at the Atlantic Council. If Maduro loses power, he said Venezuela could "devolve into a Libya-style meltdown that could last years."

The Ford strike group,

which includes five destroyers, will add to an unusually large U.S. military buildup in the waters off Venezuela. The Navy already has eight warships in the region: three destroyers, three amphibious assault ships, a cruiser and a smaller littoral combat ship that's designed for coastal waters. It was not clear if all five of the destroyers in the Ford strike group would make the journey.

A U.S. Navy submarine also is operating in the broader area of South America and is capable of launching cruise missiles. The U.S. military also sent a squadron of F-35B Lightning II fighter jets to an airstrip in Puerto Rico and recently flew a pair of supersonic, heavy bombers up to

the coast of Venezuela. The administration says the military killed at least 57 people in the strikes against vessels accused of transporting drugs. Trump declared drug cartels to be unlawful combatants because of narcotics flowing into the country and said the U.S. is in an "armed conflict" with them, relying on the same legal authority used by the Bush administration after 9/11.

Lawmakers from both political parties expressed concerns about Trump's lack of congressional approval and unwillingness to provide details about the attacks. Others, such as Trump ally Sen. Lindsey Graham, R-S.C., believe the president has all the authority he needs.

**LEGAL NOTICES**

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**NOTICE OF YORK COUNTY SCHOOL LAND LEASE SALE**

Notice is hereby given that an authorized representative of the Board of Educational Lands and Funds of the State of Nebraska will offer for lease at public auction on the day and time set forth below, at the office of the County Treasurer of York County in York, Nebraska, the following educational lands within said County:

DATE: November 20, 2025 TIME: 10:00 a.m.

In the event of inclement weather and/or bad roads, the Board's Field Representative may postpone the sale until December 3, 2025, at 10:00 a.m. If this occurs, the County Treasurer and the Board's Lincoln Office will both be notified at least 90 minutes prior to the originally scheduled sale time.

TRACT	DESCRIPTION	SEC.TWP.RGE	2026 RENTAL	LEASE EXPIRATION
4	S½SW¼ and SW¼SE¼ (120 acres, more or less)	36-10-02W	\$31,295.00	December 31, 2031

Predominant Land Use: Pond on property along with pivot irrigated cropland, dryland cropland and pasture. Hunting and other recreational potential. This tract is located 3 miles north and 5 miles east of McCool Junction, NE. Improvements to be sold include: 280 rods of fence, 2 stockwells, submersible pump, pressure tank, irrigation pump and flow meter, column and discharge pipe, and gearhead, check valve, etc. Total Value: \$21,000.00 Personal Property Items: All interior fence, pumpjack, cylinder, rods, electric fence, stocktanks, corrals, steel gate, pivot irrigation system and 2 stops, irrigation equipment, engine, generator, and gas line. Trust Owned Improvements: Irrigation well.

5	E½SW¼ (80 acres, more or less)	36-11-02W	\$30,508.00	December 31, 2031
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Predominant Land Use: Irrigated cropland Improvements to be sold include: None STIPULATION: The Board of Educational Lands and Funds will attempt to drill and case one new irrigation well for windshield wiper pivot irrigation. The Board will provide any necessary buried waterline and electric control wire from a new irrigation well to the pivot point, if the well produces water of at least 600 gallons per minute (gpm). Every effort will be made to have an irrigation well and any necessary buried water and electric lines completed by May 1, 2026, barring weather conditions and vendor availability to complete the work by that time. If these items are not completed by this date, the Board will determine if any rental adjustment will be made for the 2026 crop year. Lessee will not be entitled to any damages due to delay, regardless of the reason therefore, in completion of aforementioned work. Lessee will furnish and provide the motor and pump complete, including the head, bowls and column, the center pivot system and concrete pad, if any, and all other items and things (except only the well, casing, underground pipe and wiring), necessary to pivot irrigate this land, beginning with the 2026 crop year and continuing through and including all remaining years of this Lease. The pump complete, including the head, bowl, column and gearhead (and flow meter if required by the NRD), will be classified as appraisable improvements owned by the Lessee. The motor and center pivot system will be classified as removable personal property owned by the Lessee. The cost of the concrete pad will be paid for by the Lessee, but said pad will be owned by the School Land Trust. If adequate water is not found for one irrigation well, or if the well does not produce at least 600 gpm, the Board will determine the appropriate use and rental for 2026 and the remainder of the Lease term.

7	N½NW¼ and SE¼NW¼ (120 acres, more or less)	36-12-03W	\$26,326.00	December 31, 2031
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Predominant Land Use: Dryland cropland and grassland This tract is located 2 miles south of Benedict, NE. Improvements and growing crops to be sold include: 345 rods of fence, stockwell, stockdam, and 13 acres of alfalfa. Total Value: \$2,500.00 Personal Property Items: Stocktanks, corrals, and electric fence.

8	N½NW¼ (80 acres, more or less)	36-10-04W	\$27,709.00	December 31, 2031
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Predominant Land Use: Pivot irrigated cropland This tract is located 1 mile north and 4 miles east of Henderson, NE. Improvements to be sold include: Irrigation well, irrigation pump and flow meter, irrigation column and check valve, irrigation motor, underground electric wire, and buried waterline. Total Value: \$16,000.00 Personal Property Items: 7-tower center pivot system.

Any item(s) listed above as "personal property" are subject to removal by the previous lessee. All right, title and interest in any items listed as "Trust owned", shall remain with the School Land Trust.

To be eligible to bid on a school land lease, you must be able to contract in accordance with Nebraska Law and have deposited with a representative of the Board, or with the County Treasurer of the County in which the land is located, a bank draft, cashier's check, certified check or money order made payable to the Board of Educational Lands and Funds equal to the 2026 rental of said tract. Said rental deposit may be submitted at any time until the tract is announced "Sold".

If more than one qualified bidder is interested in a lease, it will be sold subject to Board approval, to the party bidding the highest bonus, in addition to the first year's rent, at the auction. Bonus bids must be paid to the Board of Educational Lands and Funds immediately following the auction. Bonus bids are a one-time payment covering the entire term of the lease.

All sales of educational land leases at public auction are non-revocable offers from the bidder, which shall become binding contracts only upon acceptance and approval by the Board of Educational Lands and Funds. Leases will be effective January 1, 2026, or upon acceptance and approval by the Board, whichever occurs later.

Leases will be issued only to those who sign the "Lease and Application" in person or through an Attorney-in-Fact who presents a Power of Attorney at the time of the auction. A sample Power of Attorney form is available on the Board's website. Lease assignments submitted to the Board within 30 days of the auction will be processed without fee. The Board's standard form lease sets out the terms of the lease of the real estate to which this notice pertains; provided, however, any additional stipulations pertaining specifically to this real estate, which are included in this notice, shall become a part of the complete terms of the lease pertaining to this real estate. The Board's standard form lease may be inspected at the County Treasurer's office or on the Board's website and a copy, which includes any additional stipulations pertaining to this real estate, can be obtained by contacting the Board's Lincoln office or the Field Representative for this county named above.

The successful bidder shall, within thirty days of the date of Board approval, pay the amount of the value of the improvements (and growing crops, if applicable) as stated above, to the County Treasurer of the County wherein the land is situated. If such payment is not made on time and in full, all payments made by the successful bidder to the Board may be declared forfeited and a new lease or sale of the land may be authorized. All improvements affixed to the land which are not listed above are and shall remain owned by the School Trust. No improvements shall be placed on the land by Lessee without the prior written approval of the Board; and any improvements made by Lessee without the prior written approval of the Board shall be permanently owned exclusively by the Board.

All monies received by the Board's agents will be deposited subject to approval of the lease by the Board of Educational Lands and Funds. In the event a lease is not approved, the appropriate refunds will be issued.

Rental is subject to change by the Board semi-annually at any time during the term of the lease.

Your attendance at this auction is at your own risk. The Board of Educational Lands and Funds shall not be liable for any exposure to, or contraction of, any illness or injury. The Board of Educational Lands and Funds reserves the right to restrict attendance at this auction.

For further information contact:

CHRIS KOZISEK  
FIELD REPRESENTATIVE  
David City, NE 68632  
CELL: (402) 340-4625

Laura Linden  
AG LEASE ADMINISTRATOR  
555 North Cotner Blvd.  
Lincoln, NE 68505  
PHONE: (402) 471-3144

Visit [belf.nebraska.gov](http://belf.nebraska.gov)



ZNEZ



RESCUE CAPTAIN SAMUEL MENCHACA, SAN FRANCISCO FIRE DEPARTMENT

The owner of a dog greets his pooch after firefighters rescued it from a sea cliff Tuesday in San Francisco.

## Dog rescued from San Francisco cliff

**AUDREY MCAVOY**  
Associated Press

A pet dog fell off an oceanside bluff in San Francisco and spent more than 20 minutes clinging to a narrow ledge until firefighters came to its rescue, officials said.

The brown and white dog was playing with another pooch Tuesday at Fort Funston, a coastal park with steep bluffs that can drop up to 200 feet to the beach below.

The dog, which was not familiar with the area, slipped on some vegetation, lost its traction and fell over the cliff, said Rescue Captain Samuel Menchaca of the San Francisco Fire Department.

Firefighters sent a team to retrieve the canine, which found temporary refuge on a ledge about 40 feet below the top of the cliff. A San Francisco police drone operator who happened to be in the area heard the emergency call go out and captured an aerial view of the dog's location, which he relayed to firefighters.

Once they knew where to find the animal, one rescuer rappelled down the sandy cliff face, attached a harness to the 40-pound dog and held it as they were pulled up together.

"He was happy. He knew he got rescued. He was wagging his tail. He was giving everyone kisses," Menchaca said.

Rescuers reunited the dog with its owner.

Menchaca urged people to keep their dogs on leashes and their small children close.

"You may think that it's a little berm or a hill, but it is a significant drop," he said.

Firefighters unfortunately have to rescue people a lot

in this area, Menchaca said. They train for it and will always be there, but they don't want people to get hurt, he said.

"One of the best ways to not get hurt on these cliffs and our beautiful seaside parts of San Francisco is to stay on the marked paths," he said.

### RETIREMENT AUCTION

Owner: Dwaine Novak Sr.

Saturday, November 8, 2025 • 10:00 a.m.

LOCATION: 1792 Yankee Hill Road, Pleasant Dale, NE (Food and restrooms on location)

SELLING: COLLECTIBLES, TRACTORS, SHOP TOOLS & EQUIPMENT, GRAIN TRUCK/UTV, TILLAGE EQUIPMENT, HAY EQUIPMENT, HARVEST EQUIPMENT, IRRIGATION EQUIPMENT, MISC.

For many more photos and additions, go to: [novakauctionservice.com](http://novakauctionservice.com)





## RADCLIFF PAINTING & DECORATING

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**Legals**

**NOTICE OF MEETING**

Notice is hereby given that a public hearing will be held at 5:15 o'clock p.m. on Tuesday, August 12, 2025 with the Planning Commission of the City of York, in the Council Chambers, York Municipal Building, 100 East 4th Street, and will be open to the attendance of the public. Items of discussion may be as follows: Preliminary and Final plat requests for the following: Replat of Lots 1 and 2, Arnor Subdivision, City of York; Replat of Lots 12, 13, 14 and 15, Bella Vista Estates, City of York; Replat of Lots 2 and 3, Commerce Subdivision — 1st Platting, City of York;

**Legals**

Part of the SE ¼ of 1-10-3, City of York; movers permit to move a house from 1002 E. Nobes to lots 1 and 2, Arnor Subdivision; annexation of .64 acres, part of Lot 3, Seidel's Addition, City of York; application for special use permit for Hitz Towing, located in IT #35, 7-10-2 and IT #19, 12-10-3 for a wrecker/towing business. An agenda of such meeting, kept continuously current, is available for public inspection at the office of the City Clerk.

Amanda Ring, City Clerk  
October 30, 2025  
COL-NE-1600828 ZNEZ

**NOTICE OF MEETING**

Notice is hereby given that a meeting of the City Council of the City of York, Nebraska, will be held at 5:30 o'clock p.m. on Thursday, November 6, 2025 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. Individuals requiring physical or sensory accommodations should contact the City Clerk at 402-363-2600. Requests need to be made by 5:00 p.m. on the Friday prior to the meeting.

Amanda Ring, City Clerk  
October 30, 2025  
COL-NE-1600819 ZNEZ

**REGULAR MEETING**  
**CITY COUNCIL – YORK, NEBRASKA**  
**October 16, 2025**  
**5:30 PM**

A meeting of the 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 President announced that the Open Meetings Act was posted on the East Wall of the Council Chambers.

Mayor: Barry Redfern: Absent. Councilmembers: Jeff McGregor: Present, Tony North: Present, Vicki Northrop: Absent, Jeff Pieper: Present, Stephen Postier: Present, Jennifer Sheppard: Present, Scott Van Esch: Present, Jerry Wilkinson: Present. The following City Officials were present: City Administrator Dr. Sue Crawford, City Attorney Charles Campbell, Police Chief Ed Tjaden, Planning Director Dan Aude and City Clerk Amanda Ring.

Notice of this meeting was given in advance thereof by publication in the York News Times on October 9, 2025, the City's designated method for giving notice, a copy of the proof of publication being attached to these minutes. Notice of this meeting was given to the Mayor and all members of the City Council and a copy of their acknowledgment and receipt of notice and the agenda is attached to these minutes. Availability of the agenda was communicated in advance notice to the Mayor and City Council for this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Minutes

Motion to approve the minutes of the October 2, 2025 meeting. Ayes with a motion by Scott Van Esch and a second by Tony North. Vicki Northrop: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea.

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$2,747.64. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Vicki Northrop: Absent, Tony North: Abstain (With Conflict), Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea.

Claims

Motion to approve the claims for October 3, 2025 through October 16, 2025. Ayes with a motion by Jerry Wilkinson and a second by Jeff McGregor. Vicki Northrop: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea.

Department Activities Reports for September 2025

Motion to approve the departmental activities reports for the month of September 2025. Ayes with a motion by Tony North and a second by Jennifer Sheppard. Vicki Northrop: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea.

Preliminary cash balances for September 2025

Motion to approve the preliminary cash balances for the month of September 2025. Ayes with a motion by Jeff Pieper and a second by Scott Van Esch. Vicki Northrop: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea.

City Administrator Report

Dr. Crawford highlighted the 1,000(+/-) calls for service for the police department, noting a 15% increase. She acknowledged all the hard work that had been put in by that department. It was noted that later in the meeting, several ordinances are being presented. The intent of the ordinances is to simplify

the permitting process that has now been moved to the online permitting system, iWorQ. The online permitting system has been a learning process but it's been a good transition.

Professional Service Agreement 21DTR014

Dr. Crawford stated this needs to be modified to allow completion of all projects from the 21DTR014. Motion to approve the amendment to the Professional Service Agreement between SENDD and the City for the 21DTR014 project, to extend the term of the original contract to coincide with the date of the NDED issued Certificate of Completion. Ayes with a motion by Tony North and a second by Scott Van Esch. Vicki Northrop: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea.

Resolution 2025-22 – Surplus Property

**RESOLUTION 2025-22**

**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 COUNCILOF 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 #
356		Hedge Trimmer	Public Works/Parks		
		Bi-fold door 20' x 60'	Airport		
		15 Metal Lockers	Airport		
		8 Office Chairs	Library	\$160	
		Wooden Map Stand	Library	\$20	
		Broken Shelves	Library		
		Metal Stand	Library		
		Elliptical - strides as of 10/6/25: 14,207,488	Comm Center		AEZCI16150011
		Elliptical - strides as of 10/6/25: 17,903,822	Comm Center		AEZCJ30140028
		Elliptical - strides as of 10/6/25: 32,321,536	Comm Center		AXGEK07080010
		Treadmill - miles as of 10/6/25: 12,090	Comm Center		ATZXJ21190013
		Treadmill - miles as of 10/6/25: 8,877	Comm Center		A925D25170003
		Upright Bike 1	Comm Center		AA83K22060019

		Upright Bike 2	Comm Center		AEZHF07170084
		Seated Bike	Comm Center		C530R
		Wooden Bench	Parks		
		Wooden Bench	Parks		
		Speakers	Auditorium		
		Library 3 <sup>rd</sup> Quarter Clean-out	Library	\$673.59	

Motion to approve Resolution 2025-22; to declare certain city property surplus and authorize disposition of surplus property. Ayes with a motion by Jennifer Sheppard and a second by Stephen Postier. Vicki Northrop: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea.

Public Hearing for New Liquor License - Class I

The President stated this was the time and place for a public hearing for White Buffalo Bison Club, Class I Liquor License. Mitchell Hubert, 108 W. 5th Street, York, Nebraska, shared that he is starting this business because he believes it will meet the needs of the community. There will be breakfast available downstairs in the mornings. A sports bar will be located upstairs. There is a strong staff that is anxious to open and looking forward to serving York. Willard Peterson, 514 Road 13, York, Nebraska, stated the food at the Bradshaw location was good and he is looking forward to this establishment coming to York. Council member Sheppard stated this was reviewed by the ordinance and judiciary committee and that committee is recommending approval of the liquor license to the state. Council member North stated that this is a good business for the community. There was no other public comment.

Resolution 2025-23 – White Buffalo Liquor License Class I

RESOLUTION NO. 2025-23

BE IT RESOLVED

That White Buffalo Bison Club d/b/a White Buffalo, has made application for a Class “I” Liquor License for sale of Beer, Wine & Distilled Spirits, On Sale Only at 108 W 5<sup>th</sup> Street, York, Nebraska.

That the Mayor and City Council of the city of York, Nebraska, have held a public hearing on the 16<sup>th</sup> day of October 16, 2025, pursuant to Nebraska Liquor Control Act and Chapter 4, Section 49 -51 of the Municipal Code of the City of York; and

That notice of the time and place of hearing herein has been given as provided by law; and

That the Mayor and Council in hearing conducted herein have considered licensing standards and criteria set forth in Chapter 4, Section 49 -51 of the Municipal Code of the City of York, and appropriate statutory provisions and find:

- (1) That the application will further the public interest.
- (2) That the application will provide an improvement to the locality or neighborhood
- (3) That the application will provide an improvement to the City of York, Nebraska, and a true increase to the service to the public.
- (4) That the application will not be detrimental to the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF YORK, NEBRASKA, that it is the recommendation of this body that the application for a Class “I” liquor license for the sale of Beer, Wine and Distilled Spirits, On Sale Only, as submitted by White Buffalo Bison Club. d/b/a White Buffalo, 108 W. 5<sup>th</sup> Street, City of York, Nebraska, be approved/denied/no recommendation made and such recommendation be transmitted to the Nebraska Liquor Control Commission.

Motion to recommend approval to the State of Nebraska Liquor Commission for White Buffalo Bison Club LLC, 108 W. 5th Street, York, Nebraska, Class I Liquor License, by way of Resolution 2025-23. Ayes with a motion by Jennifer Sheppard and a second by Stephen Postier. Vicki Northrop: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea.

Ordinance No. 2405 thru Ordinance No. 2410

Dan Aude, Planning Director, spoke to all the ordinances on the agenda. He shared the purpose of this group of ordinances is to simplify the fee schedule for building, electrical, plumbing and hvac fees. The ordinances will also update for current practices of the inspectors.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2405 through Ordinance No. 2410. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinances on its second and third readings. Ayes with a motion by Tony North and a second by Jerry Wilkinson. Vicki Northrop: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea.

Ordinance No. 2405 -

ORDINANCE NO. 2405

AN ORDINANCE TO AMEND CHAPTER 12 ARTICLE 2 BUILDING CODE SECTION 12-24 TO REVISE THE FEES CHARGED BY THIS SECTION; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

Moton to approve Ordinance No. 2405 to amend Chapter 12 Article 2 Building Code Section 12-24 to revise the fees charged by this section. Ayes with a motion by Scott Van Esch and a second by Jeff McGregor. Vicki Northrop: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea.

Ordinance No. 2406 –

ORDINANCE NO. 2406

AN ORDINANCE TO AMEND CHAPTER 12 SECTION 12-162 INSPECTION FEES TO REVISE THE INSPECTION FEES IN THIS SECTION; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

Moton to approve Ordinance No. 2406 to amend Chapter 12 Section 12-162 inspection fees to revise the inspection fees in this section. Ayes with a motion by Tony North and a second by Stephen Postier. Vicki Northrop: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea.

Ordinance No. 2407 –

ORDINANCE NO. 2407

AN ORDINANCE TO AMEND CHAPTER 12 SECTION 12-264 PERMIT FEES TO CHANGE THE FEES PROVIDED BY THIS SECTION; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

Moton to approve Ordinance No. 2407 to amend Chapter 12 Section 12-264 permit fees to change the fees provided by this section. Ayes with a motion by Jerry Wilkinson and a second by Jennifer Sheppard. Vicki Northrop: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea.

Ordinance No. 2408 –

ORDINANCE NO. 2408

AN ORDINANCE TO AMEND CHAPTER 12 SECTION 12-460 FEES, TO CHANGE THE AMOUNT OF THE FEES PROVIDED FOR IN THIS SECTION; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

Moton to approve Ordinance No. 2408 to amend Chapter 12 Section 12-460 fees, to change the amount of fees provided for in this section. Ayes with a motion by Tony North and a second by Scott Van Esch. Vicki Northrop: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea.

Ordinance No. 2409 –

ORDINANCE NO. 2409

AN ORDINANCE TO AMEND CHAPTER 12, SECTION 12-523 PERMIT FEE, TO CHANGE THE AMOUNT OF THE FEE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

Moton to approve Ordinance No. 2409 to amend Chapter 12, Section 12-523 permit fee, to change the amount of the fee. Ayes with a motion by Jennifer Sheppard and a second by Stephen Postier. Vicki Northrop: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea.

Ordinance No. 2410 –

ORDINANCE NO. 2410

AN ORDINANCE TO REPEAL CHAPTER 12 ARTICLE VI PLUMBING, DIVISION 5, SUBDIVISION III; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

Moton to approve Ordinance No. 2410 to amend Chapter 12 Article VI Plumbing, Division 5, Subdivision III. Ayes with a motion by Stephen Postier and a second by Jennifer Sheppard. Vicki Northrop: Absent, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea.

Adjournment

There being no further business to come before the Council, the President adjourned the meeting, the time being 5:49 p.m.

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Amanda Ring, City Clerk

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Jeff Pieper, President

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	17,620.25		N		
01-00010	GALE	6	741.48		N		
01-00110	MATHESON TRI-GAS	3	152.21		N		
01-00120	JACKSON SERVICES INC	16	1,383.35		N		
01-00200	NEBRASKA MACHINERY CO	4	3,396.51		N		
01-00210	EAKES OFFICE PLUS	1	59.41		N		
01-00290	NORTH PRINTING & OFFICE S	*10	1,722.29		N		
01-00300	BLACK HILLS ENERGY	13	2,922.11		N		
01-00340	BOUND TREE MEDICAL LLC	4	1,597.81		N		
01-00360	CITY OF YORK	3	32,142.09		N		
01-00400	BEAVER BEARING COMPANY	1	41.69		N		
01-00490	JOHN DEERE FINANCIAL FSB	1	101.00		N		
01-00540	GLOBAL TECH, INC.	10	10,766.92		N		
01-00620	ROY NICKELS	1	218.87		N		
01-00640	NEBRASKA PUBLIC POWER DIS	3	17,519.01		N		
01-00680	NE DEPT. OF AERONAUTICS	1	543.33		N		
01-00701	OLSSON ASSOCIATES	4	166,435.00		N		
01-00710	OVERLAND SAND & GRAVEL	8	10,400.50		N		
01-00740	TK ELEVATOR CORP	1	240.40		N		
01-00750	PIEPERS INC	*2	193.72		N		
01-00780	PRESTO X COMPANY	4	275.85		N		
01-00800	BURST, LLC	29	1,289.69		N		
01-00911	CORNERSTONE INS GROUP	1	103.00		N		
01-00960	GRAINGER	5	2,205.29		N		
01-01100	NE STATEWIDE ARBORETUM	1	150.00		N		
01-01280	PLATTE VALLEY COMMUNICATI	4	1,255.50		N		
01-01290	GRAND CENTRAL FOODS, INC.	5	214.77		N		

*- landfill-equip. repairs*

*- Aviation- layout plan*

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01330	JLC, INCORPORATED	5	286.39	N			
01-01390	AFLAC	3	897.54	N			
01-01420	NE CHILD SUPPORT PAYMENT	1	241.96	N			
01-0145	ANTHONY BESTWICK	1	229.46	N			
01-01460	PERENNIAL POWER	1	13,682.34	N			
01-01470	SERVI-TECH LABORATORIES	3	551.15	N			
01-01490	NE DEPT OF REVENUE	2	9,663.00	N			
01-01640	INTERNAL REVENUE SERVICE	4	59,232.29	N			
01-01650	UNION BANK	7	46,208.00	N			
01-01670	FRATERNAL ORDER OF POLICE	2	900.00	N			
01-01690	UNITED FUND	2	43.08	N			
01-01750	NEBRASKA PUBLIC HEALTH EN	2	3,840.00	N			
01-01980	SAHLING KENWORTH INC	1	569.80	N			
01-01990	WAGNER DECORATING	1	71.98	N			
01-02010	YORK EQUIPMENT, INC.	1	356.27	N			
01-0217	RUSSELL COFFEY	1	15.42	N			
01-02230	MCCORMICK HEATING & AC	3	24,296.48	N			
01-02240	OMAHA WORLD HERALD	1	195.99	N			
01-02250	MILLER SEED & SUPPLY CO	2	40.75	N			
01-02590	ADOPT A PET	1	3,583.33	N			
01-02650	O'REILLY AUTO PARTS	2	80.82	N			
01-03020	MICHAEL QUBTY	1	17.95	Y			
01-0321	NICHOLAS W SHUMWAY	1	20.54	N			
01-03240	YORK COUNTY DEVELOPMENT C	1	9,061.75	N			
01-03260	HOMETOWN LEASING	3	247.07	N			
01-03590	PENNER'S TIRE & AUTO	4	473.35	N			
01-03930	YORK CHAMBER OF COMMERCE	1	2,575.00	N			

*- Flago*

*- soccer - New HVAC/and repairs*



SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-04120	YORK HEATING & A/C, INC	1	187.50	N			
01-04190	YORK ANIMAL CLINIC	1	15.00	N			
01-05310	SAPP BROTHERS PETROLEUM,	6	6,171.06	N			
01-05870	WEX BANK	1	9,307.64	N			
01-06410	CASH-WA DISTRIBUTING	3	1,404.81	N			
01-07130	AMERICAN TEST CENTER, INC	1	1,875.00	N			
01-08400	CREDIT MANAGEMENT SERVICE	1	455.20	N			
01-08410	BEACON ATHLETICS	1	12,172.90	N			
01-08950	PIZZA HUT	4	1,125.25	N			
01-09090	WINDSTREAM	1	45.65	N			
01-1	MISCELLANEOUS VENDOR	3	294.00	N			
01-10840	TOTAL ADMINISTRATIVE SERV	3	4,415.63	N			
01-10860	HITZ TOWING	8	3,766.40	N			
01-11010	VERIZON	1	1,382.44	N			
01-11160	ADAM BATTERTON	2	330.00	Y			
01-11190	MEAD LUMBER & RENTAL	1	29.99	N			
01-11220	PAUL DAVIS RESTORATION &	2	350.00	N			
01-11780	OVERHEAD DOOR CO OF LINCO	1	215.00	N			
01-13050	LAWSON PRODUCTS	2	727.21	N			
01-14410	LINCOLN WINWATER WORKS	5	3,426.56	N			
01-14670	OCLC INC	2	2,957.00	N			
01-14820	CHRISTOPHER J MULINIX	2	615.00	Y			
01-14850	CHEREE FOLTS	4	426.66	N			
01-15880	CHARLIE'S U-SAVE RX	2	36.97	N			
01-15930	STERICYCLE INC	1	726.07	N			
01-15940	MED-TECH RESOURCE INC	1	743.15	N			
01-15980	HDR ENGINEERING INC	1	409.52	N			

*- fire truck - inspection*

*- complex - temp. fence*

*- conv. center refunds -*

*- shop batteries / police vehicle repairs*

*- fire station - door repair*

*- water dept.*

*- landfill eng.*

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-16050	DAWSON ELECTRIC INC	1	1,285.90	N		- WWTP - lift station	
01-16290	MICHAELA VAN KIRK	1	320.60	N			
01-16470	EMC FIRE	1	1,703.50	N		- fire dept. tool insp.	
01-16750	RR DONNELLEY	1	446.89	N			
01-16900	AQUA-CHEM INC	2	408.48	N			
01-16930	BRUCE WAGNER	2	2,160.00	Y		- training + stipend	
01-17430	BIBLIONIX LLC	1	4,590.00	Y		- library - annual subscription	
01-17810	DEBORA ROBERTSON	1	113.37	N			
01-18120	TERRI CARLSON	3	4,120.00	N		#4,000. Duties / phone	
01-18410	REGIONAL CARE INC	1	39,186.34	N			
01-19320	CCS PRESENTATION SYSTEM	2	775.00	N			
01-19590	COLONIAL LIFE	4	785.52	N			
01-19600	AMERITAS	4	1,346.20	N			
01-19940	OVERDRIVE INC	2	1,397.38	N			
01-19980	JEO CONSULTING GROUP INC.	1	11,420.00	N		- GIS - mapping upgrade	
01-20850	DEARBORN LIFE INSURANCE C	1	2,091.55	N			
01-21320	CULLIGAN	1	15.00	N			
01-21330	THOMAS MOMMENS	1	200.00	N			
01-21730	HERBERT J. WELTER	1	1,560.00	Y		- conv. center - window cleaning	
01-21900	RDG PLANNING & DESIGN	1	7,500.00	N		- comp. plan	
01-22050	HEAVY METAL SUPPLY CO	8	383.60	N			
01-22670	NATIONWIDE INS	4	400.00	N			
01-23720	YORK COUNTY	1	3,260.45	N		- asphalt concrete paving proj.	
01-24120	FIRESPRING	1	186.50	N			
01-24440	QUALITY SOUND & COMMUNICA	1	35.00	Y			
01-24700	WOODS & AITKEN	1	36.50	Y			
01-25020	911 YORK COUNTY COMMUNICA	1	137,210.63	N		- Qtrly payment	

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-25080	DEARBORN NATIONAL-VOL FIR	1	212.80		N		
01-25100	NEBRASKA RURAL RADIO ASSO	3	1,250.00		N		
01-25600	D & K PRODUCTS	1	16,620.90		N		
01-25650	CARDMEMBER SERVICE	2	20,796.58		N	- attached	
01-26010	SOARIN GROUP	1	897.25		N		
01-26770	MATT GEORGES	1	820.00		Y	- welding repairs - snow plow	
01-26820	QUADIENT INC	1	37.00		N		
01-27210	MIDWEST AUTO PARTS INC.	30	2,932.41		N		
01-27480	BRIAN ROWE	1	880.00		Y		
01-27730	BENJAMIN FRANCISCO	2	690.00		Y		
01-28030	JACOB STUTZMAN	1	41.96		Y		
01-28230	STANDARD INS CO	1	4,829.72		N		
01-28540	AMAZON BUSINESS	48	4,180.08		N		
01-28570	ERIC ECKERT	1	300.00		N		
01-28740	AARON EDWARD ALVAREZ	2	315.00		Y		
01-28750	ERIC DAVIS	2	810.00		Y		
01-29200	REGGIE RAFERT	2	120.44		N		
01-29270	ALLO	5	2,180.80		N		
01-29500	AT & T MOBILITY	1	185.80		N		
01-29610	BENEFIT PLANS ADMINISTRAT	1	800.00		N		
01-29690	PAYMENTECH, LLC	1	3,589.13		N		
01-29760	TAYLOR KELLER	1	40.81		N		
01-29950	AMERICAN EXPRESS TRAVEL R	1	9.00		N		
01-29980	BOMGAARS	1	1,987.38		N		
01-30150	CARRIE REMMERS	3	295.00		N		
01-30460	COLLECTION ASSOCIATES	2	510.20		N		
01-30740	YORK HIGH SCHOOL	2	2,028.85		N	- Concessions	

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-31000	TURF TANK	1	11,000.00	N		6 year subscription - Park/Soccer/Complex	
01-31020	HEARTLAND COMMUNITY SCHOO	1	50.00	N			
01-31030	NANCY DAVIDSON	2	735.00	Y			
01-31040	JUSTIN DAVIS	2	795.00	Y		- Repl. Flashlights	
01-31130	DINGES PARTNERS GROUP LLC	1	1,102.75	N			
01-31420	CONSTELLATION PAYMENT PRO	1	1,087.40	N			
01-31490	VESTIS	2	220.92	N			
01-31510	HD SUPPLY	2	1,277.42	N			
01-31710	RAECHAL JUNGE	2	315.00	Y			
01-32090	HYDROVAC SUPPLY	2	2,978.75	N		- weight room equip	
01-32390	2ND WIND EXERCISE EQUIPME	2	19,998.32	N			
01-32490	CESAR E CHACON GARCIA	2	945.00	Y		"Johnson equip"	
01-32580	MARUBENI AMERICA CORPORAT	1	224.99	N		"Helena"	
01-32710	BARRY SLATER, INC	1	1,000.00	N			
01-32750	PRODUCTION CREEK LLC	1	1,190.50	Y		- Center - Basketball jerseys	
01-32860	ARNOLD MOTOR SUPPLY LLP	3	21.48	Y			
01-32940	SABRE INDUSTRIES INC	2	64,821.00	N		- communication tower - fire station	
01-33080	MID AIR IT LLC	2	50.00	Y			
01-33180	YORK MIDDLE SCHOOL	1	72.94	N			
01-33190	CHARGE POINT INC	1	1,788.57	N		- conv. center - software for Elec. Car chargers.	
01-33200	YORK DUKE SOFTBALL	1	521.82	Y			
01-33210	YORK KNIGHTS BASEBALL	1	300.00	N			
01-33220	GEOFFREY ROSE	1	2,500.00	N			
01-33230	POWERSPORTS HOLDINGS INC	1	13,651.96	N		- landfill - polaris Ranger	
01-33260	LEOVATION LLC	1	590.00	N		- Prep course - drone - PD	
01-33280	JAMIE L'HEUREUX	1	163.10	N			

ACCOUNTS PAYABLE  
DISBURSEMENT REPORT

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
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\*\*\* REPORT TOTALS \*\*\* 464 922,386.81

*Payroll* \$ 201,491.67  
*#* 199,976.27  

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*#* 1,323,054.75  
*Sam's* \$ 8915.58  
*Rise Well* \$ 756.-  

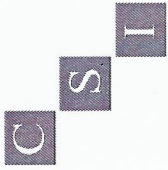
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*#* 1,333,526.33

Department Head Credit Card Detail					
Fund	Account	Dept	General Ledger Category	Vendor/Description	Amount
10	4101-2314	General - Admin	Special Services	Microsoft - monthly fee for 140 email accounts at \$4 each	560.00
10	4101-2314	General - Admin	Special Services	Microsoft - monthly fee for 3 premium accounts for secure emailing	66.00
10	4101-2314	General - Admin	Special Services	Workeasy Software - time and attendance monthly fee	100.00
10	4101-7910	General - Admin	Dues & Subscriptions	Zoom - monthly subscription	17.19
10	4101-8210	General - Admin	Miscellaneous	Cash rewards	(150.00)
10	4101-8210	General - Admin	Miscellaneous	FAA Drone Zone	5.00
10	4101-8410	General - Admin	Office Supplies	Amazon - "Happy Workiversary" banner for use in office	21.98
10	4101-8610	General - Admin	Publicity	Column Public Notice	258.03
10	4104-2314	Police Dept	Special Services	Canva - subscription for forms and flyers	120.00
10	4104-2510	Police Dept	Education & Training	Billy Bricks Naper - Tjaden & Coffey meal while at training	30.96
10	4104-2510	Police Dept	Education & Training	Days Inn - Brit Koch lodging while at training	306.85
10	4104-2510	Police Dept	Education & Training	FBI Leeda Inc - training	795.00
10	4104-2510	Police Dept	Education & Training	Hampton Inn - Ed Tjaden lodging while at training	384.69
10	4104-2510	Police Dept	Education & Training	Hampton Inn - Russ Coffey lodging while at training	384.69
10	4104-2510	Police Dept	Education & Training	Jason's Deli - Tjaden & Coffey meals while at training	31.71
10	4104-2510	Police Dept	Education & Training	Jason's Deli - Tjaden & Coffey meals while at training	31.49
10	4104-2510	Police Dept	Education & Training	Lyft - Tjaden & Coffey transportation from airport to hotel	47.69
10	4104-6610	Police Dept	Repairs - Parts	Amazon - front lower bumper valance	161.00
10	4104-7910	Police Dept	Dues & Subscriptions	Column Public Notice	77.08
10	4104-8210	Police Dept	Miscellaneous	FAA Drone Zone	5.00
10	4104-8410	Police Dept	Office Supplies	North Office - FedEx shipment due to subpoena	65.20
10	4104-8410	Police Dept	Office Supplies	USPS - certified mailing of evidence	19.75
10	4104-8410	Police Dept	Office Supplies	USPS - certified mailing of evidence	19.75
10	4104-8410	Police Dept	Office Supplies	USPS - certified mailing of evidence	10.48
10	4104-8820	Police Dept	Supplies	Amazon - candy for Halloween and safety presentations	117.89
10	4104-8820	Police Dept	Supplies	Amazon - gun cleaning supplies, desk calculator for Chief's office	125.53
10	4105-4010	Community Center	Building & Property Maint.	My Balls by CMS - replacement balls for ball pit	435.00
18	4181-8210	Creative District	Miscellaneous	B&H Photo Moto - Yorkshire Theater grant project	2,930.41
18	4181-8210	Creative District	Miscellaneous	Full Compass Sys - Yorkshire Theater grant project	4,899.83
22	4221-2660	Fire/Ambulance	Fire Prevention & Training	Southeast Community College - Dylan Bower IV Administration for the EMT	197.00
22	4222-2660	Fire/Ambulance	Fire Prevention & Training	Hilton Hotels - Roy Nickels lodging while at training	525.03
22	4222-2660	Fire/Ambulance	Fire Prevention & Training	Holthus Convention Center - rental fee for NE Fire Chief Leadership Conference	225.00
22	4222-2661	Fire/Ambulance	Fire Prevention & Training	Rental City Tent - refund of sales tax from prior purchase	(16.71)
22	4222-8210	Fire/Ambulance	Miscellaneous	FAA Drone Zone	5.00
24	4241-2312	Library	Service Contracts	Adobe Inc - Acrobat Studio and Creative Cloud Pro	1,559.76
24	4241-2312	Library	Service Contracts	Adobe Inc - refund	(644.90)
24	4241-2510	Library	Education & Training	American Library Association - webinar "Bite-Sized Improvements: How to Make Small, Meaningful Changes to Library Space"	80.10
24	4241-2510	Library	Education & Training	Zeffy Read Aloud Nebraska - Read Aloud Nebraska workshop for 2	80.00
24	4241-8770	Library	Program Expenses	Walmart - cereal, beans, glitter, foil, masking tape, etc.	85.22
24	4241-8770	Library	Program Expenses	Walmart - foam balls, tape, wiggle eyes, uno, etc.	30.46
24	4241-8770	Library	Program Expenses	Walmart - oreos, honey grahams, plates, etc.	21.02
24	4241-8820	Library	Supplies	Zapco - bulk order of bookmarker paper	302.50
50	4501-2316	Streets	Traffic Marking	Insite Solutions - pavement markings in crosswalk	1,864.09
50	4501-2317	Streets	Traffic Signs	Smart Sign - 10 "sidewalk closed" signs	297.36
50	4501-2317	Streets	Traffic Signs	Traffic Safety Warehouse - 4 barricade kits	1,584.75
50	4501-2317	Streets	Traffic Signs	Traffic Safety Warehouse - 70 plastic boards for barricades	968.50
50	4501-6110	Streets	Fuel	Casey's - fuel for street sweeper	67.97
50	4501-6610	Streets	Repairs - Parts	16th St Car Wash	18.00
50	4501-6610	Streets	Repairs - Parts	Amazon - rooftop strobe light LED	363.98
50	4501-7910	Streets	Dues & Subscriptions	Adobe Acrobat Pro	21.49
50	4501-8210	Streets	Miscellaneous	Casey's - Yorkfest breakfast	38.68
50	4501-8210	Streets	Miscellaneous	Fitment industries - refund of sales tax from prior purchase	(42.11)
50	4501-8820	Streets	Supplies	Amazon - rooftop strobe light LED	363.98
50	4501-8820	Streets	Supplies	Amazon - tablet holder	32.98
70	4702-4010	Landfill	Building & Property Maint.	QED Environmental Sys - leachate pump repairs	847.26
90	4902-6710	Water	Small Tools	Amazon - extendable ratchet wrench	41.97
					20,796.58

Sam's Club Credit Card Detail

Date	Department	Budget Line	Vendor	What Was Purchased	For/Why	Amount
9/22/2025	Museum	Miscellaneous	Walmart	ice, cherries, ginger ale, grenadine, chex mix and copy paper	Sip and Stroll Shirley temples plus paper for museum	\$40.52
9/22/2025	Museum	Miscellaneous	Walmart	ice, cherries, ginger ale, grenadine, chex mix and copy paper	Sip and Stroll Shirley temples plus paper for museum	\$48.59
9/24/2025	Community Center	Supplies	Amazon	scent oil	lobby	\$7.99
9/24/2025	Community Center	Supplies	Amazon	scent oil	lobby	\$13.71
9/24/2025	Ballpark	Concessions	Amazon	popcorn bags	Concessions	\$57.90
9/24/2025	Ballpark	Concessions	Walmart	hot dogs	concessions	\$116.64
9/25/2025	Community Center	Supplies	Amazon	yoga mats	weight room	\$99.22
9/26/2025	Community Center	Supplies	Amazon	letters and numbers	fun city	\$9.47
9/26/2025	Community Center	Supplies	Amazon	adult scissors	craft club	\$14.38
9/26/2025	Community Center	Supplies	Amazon	3D shapes	fun city	\$17.99
9/26/2025	Community Center	Supplies	Amazon	pillow fill	craft club	\$29.04
9/26/2025	Community Center	Supplies	Amazon	magnetic building tiles	fun city	\$35.99
9/26/2025	Community Center	Supplies	Amazon	fabric glue	craft club	\$41.97
9/26/2025	Community Center	Supplies	Amazon	storage bins	fun city	\$57.99
9/26/2025	Community Center	Supplies	Amazon	pillow cases	craft club	\$65.94
9/26/2025	Community Center	Supplies	Amazon	macrame cord	craft club	\$71.96
9/26/2025	Community Center	Supplies	Amazon	light table	fun city	\$758.38
9/29/2025	Community Center	Education & Training	Holiday Inn	Conference hotel room - Micheala	Conference hotel room	\$269.90
9/30/2025	Community Center	Supplies	Amazon	water basketballs	pool	\$44.77
9/30/2025	Ballpark	Concessions	Walmart	hot dogs and buns	Concessions	\$75.48
9/30/2025	Ballpark	Concessions	Walmart	hot dogs and buns	Concessions	\$75.48
9/30/2025	Ballpark	Education & Training	Holiday Inn	Conference hotel room - David	Conference hotel room	\$269.90
9/30/2025	Community Center	Supplies	Amazon	file cabinets	down stairs	\$412.90
9/30/2025	Community Center	Supplies	Amazon	office chairs	front desk & down stairs	\$523.41
9/30/2025	Community Center	Supplies	Amazon	desk	down stairs	\$672.74
10/1/2025	Parks	Supplies	GoodyPop	GoodyPop	Concessions	\$85.50
10/1/2025	Ballpark	Concessions	GoodyPop	GoodyPop	Concessions	\$120.00
10/3/2025	Community Center	Supplies	Amazon	Velcro strips	fun city remotes	\$4.99
10/3/2025	Community Center	Supplies	Amazon	Xray cards	fun city - light table	\$62.47
10/3/2025	Community Center	Supplies	Amazon	light up chairs	fun city - light room	\$265.96
10/6/2025	Community Center	Supplies	Amazon	bands	hiit class	\$13.93
10/6/2025	Community Center	Supplies	Amazon	bands	hiit class	\$13.93
10/6/2025	Community Center	Supplies	Amazon	bands	hiit class	\$13.93
10/6/2025	Community Center	Supplies	Amazon	digital scale	weight room	\$30.99
10/6/2025	Ballpark	concessions	Sling	employee scheduling		\$71.09
10/6/2025	Auditorium	Supplies	Amazon	pickleballs	open rec	\$85.45
10/6/2025	Park	Supplies	Amazon	mirrors	Levitt restrooms	\$243.14
10/6/2025	Ballpark	Concessions	McLean Beef	sloppy joe mix	Concessions	\$411.96
10/7/2025	Museum	Supplies	Amazon	4x6 poly bags pack of 1000	Storage	\$24.98
10/7/2025	Parks	Supplies	Amazon	stanchions 2 packs of 6 pieces	concessions lines at Levitt	\$259.98
10/7/2025	Museum	Supplies	Amazon	2 pedestal black display cubes	Display	\$296.38
10/8/2025	Community Center	Supplies	Amazon	clear drawer	light table fun city	\$21.55
10/8/2025	Community Center	Supplies	Amazon	letters and numbers	light table fun city	\$23.97
10/9/2025	Community Center	Supplies	Amazon	black balloons	fun city Halloween	\$15.97
10/9/2025	Community Center	Supplies	Amazon	Chair cushion	desk chair	\$35.99
10/10/2025	Community Center	Supplies	Amazon	desk protector	front desk & down stairs	\$23.85
10/10/2025	Community Center	Supplies	Amazon	supplies for pumpkin decorating		\$129.04
10/14/2025	Ballpark	Supplies	Amazon	key storage		\$28.35
10/14/2025	Ballpark	Concessions	GoodyPop	popcorn	concessions	\$60.00
10/14/2025	Park	Concessions	GoodyPop	popcorn	concessions	\$63.00
10/14/2025	Parks	Concessions	Walmart	hot dogs, buns	Concessions	\$133.80
10/14/2025	Ballpark	Concessions	Walmart	hotdogs, breakfast sand, buns		\$214.04
10/15/2025	Auditorium	Supplies	Amazon	sports tape	youth bball	\$75.40
10/16/2025	Community Center	Supplies	Amazon	plastic welder	to fix playground	\$35.80
10/16/2025	Museum	Subscriptions	Ancestry	museum		\$259.00
10/20/2025	Community Center	Supplies	Amazon	whistles	bball league & lifeguards	\$33.06
10/20/2025	Ballpark	Concessions	McLean Beef	concessions		\$494.35
10/21/2025	FAC	Supplies	Watermen	lifeguard suits	lifeguard suits	\$399.97
10/22/2025	Community Center	Supplies	Amazon	Conference table	downstairs	\$359.61
10/23/2025	Creative District		Amazon	Stereo cable		\$29.99
10/23/2025	Creative District		Amazon	HDMI 100ft cable		\$36.65
10/23/2025	Creative District		Amazon	TV Wall mount		\$49.99
10/23/2025	Creative District		Amazon	Bluetooth speaker		\$169.95
10/23/2025	Ballpark	Education & Training	Midwest CDL	CDL testing		\$181.13
10/23/2025	Ballpark	Education & Training	SFMA	Conference membership	Conference membership	\$675.00
10/1-10/14				Amazon & Sam's Club	Refunds for returns	-\$470.82
					Total	\$8,915.58



**Cornhusker State Industries**  
 800 Pioneers Blvd.  
 Lincoln, NE 68502  
 Phone: (800) 348-7537  
 Fax: (402) 471-1236  
 Sales Consultant: NANCY CHANHDARA (DCS)

**SALES QUOTE**

Quote Date: 07/11/25  
 Quote Number: 8710 SQ  
 Page: 1 of 2  
 Print Date: 10/30/25  
 Customer PO:  
 Estimated Delivery Date: 07/11/25

**SOLD TO:**

A/B: 567442  
 YORK FIRE DEPARTMENT  
 815 NORTH GRANT AVENUE  
 YORK NE 68467-2539

**SHIP TO:**

A/B: 567442  
 YORK FIRE DEPARTMENT  
 815 NORTH GRANT AVENUE  
 YORK NE 68467-2539

**Delivery Instructions:**

**Customer Contact:** BRIAN QUICK  
 402-363-2610

**NOTE:** Item availability is subject to change. An acknowledgement will be sent after order placement stating the estimated delivery dates of the items.

Line#	Description	Item Number	QTY	UM	Price	Extended Price
<del>2.000</del>	CHR, NAVIGATOR, WO/ARMS FABRIC: FUSE PEPPER (S-UP-578)	42506-G-CR-600	<del>10</del>	EA	\$235.0000 Per EA	\$2,350.00
3.000	CHR, BREATHE, ADJ ARMS, W/HR	42506-F-CR-611	7	EA	\$488.0000 Per EA	\$3,416.00
4.000	TABLE, CONF, BOAT, BRC LAMINATE: ALUMINUM (S-PL-9318-BH) STAIN: MONO BLACK EDGE: OVAL OVERLAY	42521-G-TB-445-96	1	EA	\$1546.0000 Per EA	\$1,546.00
5.000	CHR, KHROMA, EXEC HI BACK, ONYX	42506-F-CR-184-486	8	EA	\$488.0000 Per EA	\$3,904.00
6.000	CHR, NAVIGATOR, W/ARMS FABRIC: FUSE PEPPER (S-UP-578)	42506-G-CR-601	<del>50</del> 62	EA	\$248.0000 Per EA	\$15,376.00
7.000	TABLE, FIXED, 18X72, W/4 CASTERS LAMINATE: ALUMINUM (S-PL-9318-BH) FRAME: BLACK TMOLD: BLACK PLEASE PUT ONE ACTIVE 8 POWER UP MODULE IN THE CENTER OF EACH TABLE	42521-G-TB-VTT-1872FX-C	16	EA	\$436.0000 Per EA	\$6,976.00

**CSI-We Build Opportunity**

**Cornhusker State Industries**  
 800 Pioneers Blvd.  
 Lincoln, NE 68502  
 Phone: (800) 348-7537  
 Fax: (402) 471-1236  
 Sales Consultant:

**SALES QUOTE**

Quote Date: 07/11/25  
 Quote Number: 8710 SQ  
 Page: 2 of 2  
 Print Date: 10/30/25  
 Customer PO:  
 Estimated Delivery Date: 07/11/25  
 Sold To - A/B: 567442  
 Ship To - A/B: 567442

**Customer Contact:** BRIAN QUICK  
 402-363-2610

**NOTE:** Item availability is subject to change. An acknowledgement will be sent after order placement stating the estimated delivery dates of the items.

Line#	Description	Item Number	QTY	UM	Price	Extended Price
8.000	POWER-UP MODULE, ACTIV8	42594-G-TB-AC8PUM-7	18	EA	\$78.0000 Per EA	\$1,404.00
Total Quote Amount:						\$34,972.00

- 2350  
 \$ 32622

# ANDERSON

[www.AndersonAutoGroup.com](http://www.AndersonAutoGroup.com)

November 3rd,

City of York Fire  
Tony Bestwick

State Contract 16214 OC

F11H: 2026 Ford F250 Crew Cab 6 1/2' Box gas: \$49,771

Extra Key Fob: \$295

Race Red Exterior

Running boards: \$695

Trailer tow package: included

Front and rear splash guards: \$350

Cargo bed topper: \$2,695

Total price: \$53,806

## Bobby Colclasure

*Anderson Auto Group*

*Commercial & Fleet Director*

*2500 Wildcat Dr., Lincoln, NE 68521*

*Cell-402-617-4521*

Because People Matter...

We will serve your needs by always doing what is right.



### LINCOLN NORTH

2500 Wildcat Drive  
Lincoln, NE 68521  
402 458 9800

### LINCOLN SOUTH

3201 Yankee Hill Road  
Lincoln, NE 68512  
402 464 0661  
(Opening Fall 2011)

### GRAND ISLAND

120 Diers Avenue  
Grand Island, NE 68803  
308 384 1700

### ST. JOSEPH

2207 North Belt Highway  
St. Joseph, MO 64506  
816 383 8000

# Laserfiche Cloud License



<b>Bill To Location</b>		<b>Installation Location</b>
TBD		(same)
City of York	<b>Customer #</b>	
100 E. 4 <sup>th</sup> Street	<b>Customer Name</b>	
York, NE 68467	<b>Address</b>	
Dr. Sue Crawford	<b>City, State, Zip</b>	
402-363-2600	<b>Attention</b>	
scrawford@cityofyork.ne.gov	<b>Phone #</b>	
	<b>Email</b>	
	<b>Date</b>	11/3/2025

**Contract Duration:**  
60-month subscription

**Product:**  
Laserfiche Cloud License

**Renewal:** This agreement will commence on the effective date and remain in effect for a fixed, non-cancellable term of sixty (60) consecutive months. This subscription is prepaid and bundled with support and onboarding services. It may not be terminated early for convenience. At the end of the term, renewal terms may be negotiated separately.

- What is included in basic Laserfiche Cloud License:**
- Use of the software on a subscription basis.
  - Technical Support: The first line of technical support is always BISHOP BUSINESS.
  - End-User Training (up to 4 sessions per year)

**Obtaining Service:** Technical support is available Monday through Friday, 8:00 AM to 5:00 PM CST, excluding holidays. Bishop Business will provide guidance during onboarding on how to request assistance, submit issues, and access available training resources. Most support inquiries are resolved remotely.

The following are examples of services that fall outside the scope of your included subscription support and may be billed separately at Bishop Business’s standard hourly rate:

- Troubleshooting local network, firewall, or connectivity issues unrelated to the Laserfiche Cloud platform
- Installing or reconfiguring desktop tools on new or replacement devices
- Supporting unmanaged hardware, peripherals, or third-party systems not covered by a separate agreement
- Resolving errors caused by misconfiguration by customer personnel or third parties
- Developing or modifying custom workflows, forms, or integrations beyond the original onboarding scope
- Providing on-site support (unless prearranged)

Bishop Business will always notify you before performing any billable services.

**CUSTOMER ACCEPTANCE**

**BBEC AUTHORIZED ACCEPTANCE**

\_\_\_\_\_  
Authorized Customer Signature Date

Dr. Sue Crawford City Administrator  
Printed Name Title

\_\_\_\_\_  
BBEC Authorized Signature Date

\_\_\_\_\_  
Printed Name Title

# Laserfiche Cloud License

## *Terms and Conditions*

### **Grant of License:**

- Cloud License allows Licensee to use Laserfiche Software on a subscription basis. If the License is a Cloud Subscription License, Licensee may use the Software covered by the Subscription during the term of the Cloud Subscription until the Cloud Subscription expires or is otherwise terminated. After the Cloud Subscription expires or is terminated, the Cloud Subscription Software will stop functioning entirely, and Licensee's rights to use the Subscription Software will terminate. The current Cloud Subscription is a fixed 60-month term and is non-cancellable for convenience. Upon expiration of the term, use rights will terminate unless renewed under a new agreement.
- Consequences of Non-Payment. If Licensee fails to make full payment of the Subscription fee and any outstanding balance remains unpaid thirty (30) days after the due date, the Subscription Software may automatically stop functioning entirely. Licensee must make full payment of the Subscription fee before the Subscription Software will resume functioning. Customer acknowledges that the full value of the 60-month subscription is due regardless of usage. Payment may be facilitated via third-party financing or a monthly invoice schedule, but early termination or proration is not permitted.
- Updates and Support. The Cloud includes Software updates, access to online support resources, and Basic support as described in the Laserfiche Software Assurance Plan during the term of the Cloud Subscription. No portion of the Cloud Subscription will be credited toward the purchase of new Laserfiche Software products.
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# Laserfiche Cloud License

## *Terms and Conditions (Continued)*

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**Additional Limitations on Damages:** Any and all damages suffered by licensee or anyone else for which Laserfiche or its representatives are liable, whether relating to the software, services or support, whether based on a breach of contract or warranty or negligence, misrepresentation or other tort or any other legal or equitable theory, will be strictly limited to the actual dollar amount that licensee actually paid for the defective software component, services or support within the 12-month period immediately preceding the date that Laserfiche receives notice of an existing or potential claim or suit may be brought against Laserfiche or its Representatives based on a breach of contract, breach of warranty, negligence, misrepresentation or other tort or on any other legal or equitable theory, more than one year after licensee first discovered or should have discovered any of the facts that gave rise to the claim or suit. This limitation applies even if the damages available to licensee or any other claimant do not fully compensate them for any or all of their losses or Laserfiche was advised, knew, or should have known about the possibility of damages or a claim.

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**Password and Login Information:** BISHOP BUSINESS will issue to Customer an administrative login to access administrative tools and back-end support ("Administrative Login"). Customer shall only provide Customer's employees who are authorized to administer BISHOP BUSINESS Services ("Authorized Administrators") with access to the Administrative Login. Customer and its Authorized Administrators are responsible for maintaining the confidentiality of the Administrative Login. Customer and BISHOP BUSINESS will comply with these requirements to help ensure that User Accounts will only be used by the person for whom it was created or other authorized personnel. Customer is responsible for generating and maintaining strong passwords and security with their users.

**Customer Indemnification:** Customer will defend, and/or settle, any third-party claim or suit brought against BISHOP BUSINESS or its employees, agents, officers, directors, or contractors ("BISHOP BUSINESS Indemnified Parties") caused by

# Laserfiche Cloud License

## *Terms and Conditions (Continued)*

the negligent actions or omissions or intentionally wrongful actions of Customer arising out of or related to: (i) the use or transmission of Customer Data, (ii) the loss, theft, or misuse of passwords and/or login information used to access the

Administrative Login or User Accounts, or (iii) violation of Regulatory Requirements applicable to Customer's business operations, and Customer will pay all damages finally awarded by a court of competent jurisdiction or agreed to in settlement by Customer attributable to such claim, provided that in each case (a) Customer is notified in writing of such claim; (b) BISHOP BUSINESS provides information and assistance reasonably requested by Customer or Customer's designee and (c) Customer is given and assumes responsibility for sole control of defense and settlement of such third party claim; provided that (i) Customer shall not settle such claim without the consent of BISHOP BUSINESS which consent will not be unreasonably withheld and (ii) BISHOP BUSINESS or its designee may participate at its own cost in any defense.

**Employee Non-solicitation:** The Customer and BISHOP BUSINESS recognize that each other's employees are critical to its business and the Customer and BISHOP BUSINESS agree, for the term of this Agreement and for 12 months after its termination, (a) not to employ or make an offer of employment to any employee of the other party, and, (b) not to employ or make an offer of employment to any former employee of the other Customer or BISHOP BUSINESS unless that Customer and BISHOP BUSINESS' employer/employee relationship with such former employee has been terminated for at least 12 months, unless pre-approved and agreed to in writing by Customer and BISHOP BUSINESS. If Customer or BISHOP BUSINESS violates this provision, they agree to pay the other, as liquidated damages and not as a penalty, the total compensation of the individual for the previous year including benefits and training provided.

**Online Resources:** In addition to the included end-user support and training provided as part of your subscription, Laserfiche also offers a variety of self-guided resources such as training videos, product documentation, and community forums. These are available through Laserfiche's online training portal and may be accessed as needed. Bishop Business can assist with access upon request. Availability is subject to Laserfiche's platform and policies.



Lease Agreement

APPLICATION NO. 3242516

AGREEMENT NO.

4125 S. 94th Street • Omaha, NE 68127 • Phone: 402.537.8000

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Bishop Business Equipment Company.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Form with fields for MAKE/MODEL/ACCESSORIES and SERIAL NO., containing the entry 'Laserfiche Cloud'.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries. See attached Schedule A

TERM AND PAYMENT INFORMATION

60 mons/5 annual Payments\* of \$ 5,388.00 If you are exempt from sales tax, attach your certificate. \*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

- Options for equipment purchase: Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment; Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Signature line for Bishop Business Equipment Company with fields for LESSOR, SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Signature line for City of York with fields for CITY OF YORK, SIGNATURE, TITLE, and DATED.

Signature line for Federal Tax ID# with fields for Federal Tax ID#, SIGNATURE, and PRINT NAME.

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects.

Signature line for Delivery & Acceptance Certificate with fields for CITY OF YORK, SIGNATURE, TITLE, and ACCEPTANCE DATE.

1. **AGREEMENT:** You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.
2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason on your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.
3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.
4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.
5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, WITHOUT OUR PRIOR WRITTEN CONSENT.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.
8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**
9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.
10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including complying and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.
11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.
12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



# STATE AND LOCAL GOVERNMENT ADDENDUM

## AGREEMENT # 3242516

Addendum to Agreement # 3242516 and any future supplements/schedules thereto, between CITY OF YORK, as Customer and BISHOP BUSINESS EQUIPMENT COMPANY, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

### 1. The parties wish to amend the above-referenced Agreement by adding the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

**INITIAL TERM AND RENEWAL TERM(S):** The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

**SUPPLEMENTS; SEPARATE FINANCINGS:** To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement,

as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

### 2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

**3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies:** Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

**4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:**

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE

HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

**By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.**

**BISHOP BUSINESS EQUIPMENT COMPANY**

Lessor

Signature

Title

Date

**CITY OF YORK**

Customer

**X**

Signature

**City Administrator**

Title

Date

# Scanning Purchase Agreement

**Customer Name:** City of York  
**Account Number:** TBD  
**Order Number:** ECM2025097-S (R-2)  
**Agreement Date:** 11/3/2025  
**Sales Rep:** Peg Carlson



Your workplace, working better.

## Scanning Services

Container Type	Qty	Content Type	Notes	Hours	Price
Binder - 8x14x3	54	Mixed	Minutes (42), Ordinances (10), Resolutions (2)	88.00	\$3,080.00
Binder - 8x14x5	7	Ordinances	N/A	20.00	\$700.00
Binder - 8x14x1.5	3	Ordinances	N/A	2.00	\$70.00
Banker Box (Standard)	4	Ordinances	N/A	20.00	\$700.00

**Description of scanning services:** Bishop Business will provide the resources to prep documents (staples, paper clips, etc.), scan, file, and name according to the client's preferences. Bishop Business will provide digital storage space (admin drive, flash drive, google drive, etc.), and will scan and name images to storage space.

**Total (USD):** **\$4,550.00**

+ applicable taxes

## Payment Terms

The following terms govern the payment expectations for this agreement:

- All scanning activities, including trip charges (pickup and delivery of documents), are included.
- Scanning services will be invoiced upon completion of the job as scoped.
- All payments are due **NET 30** upon invoicing, unless otherwise specified.
- Any disputes regarding invoices must be raised within 15 days of receipt.

## Customer Agreement

By signing below, the customer agrees to the rates and payment terms presented.

Customer Signature	Dr. Sue Crawford Printed Name
City Administrator	
Title	Date

**Flock Safety + NE - York PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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**MAIN CONTACT:**

Aidan Loftus  
aidan.loftus@flocksafety.com  
+16037034557

**flock safety**



**EXHIBIT A**  
**ORDER FORM**

Customer: NE - York PD  
 Legal Entity Name: NE - York PD  
 Accounts Payable Email: scrawford@cityofyork.net  
 Address: 315 N Grant Ave York, Nebraska 68467

Initial Term: 12 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - Invoiced at First Camera Validation.  
 Retention Period: 30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$49,799.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS Starter	Included	1	Included
Enhanced LPR Upgrade	Included	1	Included
<b>Flock Safety Bundles</b>			
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Included	4	Included
<b>Flock Safety LPR Products</b>			
Flock Safety LPR, fka Falcon	Included	8	Included
<b>Flock Safety Platform Add Ons</b>			
Traffic Analytics Package	Included	1	Included
Flock Safety Platform - FreeForm Add-On	Included	1	Included
Flock FreeForm™ - Included Integrated Video Streams	Included	1	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$0.00	4	\$0.00
Professional Services - Bundle Implementation Fee	\$0.00	4	\$0.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$0.00	4	\$0.00

<b>Subtotal Year 1:</b>	\$49,799.00
<b>Annual Recurring Subtotal:</b>	\$49,799.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$49,799.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

*The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.*

## **Billing Schedule**

<b>Billing Schedule</b>	<b>Amount (USD)</b>
<b>Year 1</b>	
At First Camera Validation	\$49,799.00
<b>Annual Recurring after Year 1</b>	\$49,799.00
<b>Contract Total</b>	\$49,799.00

\*Tax not included

## **Discounts**

<b>Discounts Applied</b>	<b>Amount (USD)</b>
Flock Safety Platform	\$2,100.00
Flock Safety Add-ons	\$12,600.00
Flock Safety Professional Services	\$11,200.00

## Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Law enforcement grade bundled standard range license plate recognition camera and live streamed solar powered fixed camera with 30 days of edge storage, with LTE. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users. AC power is also available if needed.
Professional Services - Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Video Camera Fixed, fka Condor	Law enforcement grade live streamed Solar powered Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.
FlockOS Starter	FlockOS Starter provides real-time situational awareness for agencies without requiring a full RTCC. It includes access to privately funded live video and a real-time jurisdiction map, enabling resource allocation and response coordination without complex infrastructure or extensive IT requirements.
Traffic Analytics Package	
Flock Safety Platform - FreeForm Add-On	AI-powered software add-on to the Flock Safety Platform that adds the ability for users to search using plain language across LPR images and video footage (from FreeForm-enabled devices) with built-in safeguards ensuring ethical and compliant usage.
Flock FreeForm™ - Included Integrated Video Streams	Baseline allocation of FreeForm-enabled third-party video streams included with a FreeForm license.
Enhanced LPR Upgrade	The Enhanced LPR Package is a software add-on for any of the FlockOS™ tiers designed to help detectives and patrol officers conduct more efficient, informed, and collaborative investigations. Its advanced License Plate Recognition (LPR) features streamline investigations, providing officers with immediate access to essential information and improving communication within and across departments.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.

## FlockOS Features & Description

FlockOS Features	Description
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time Alerting on Flock Hardware	Receive LPR, video, and audio alerts on a single interface, providing real-time event details, locations, and nearby cameras.
Real-Time Traffic Layer	Overlay live traffic data onto your agency's operational map, integrating it with CAD calls, body camera locations, and police vehicle positions.
Camera Direction Indicator Tool	The Camera Direction Indicator in FlockOS visually displays the viewing angles of live video and/or LPR cameras on the Flock Map.
Recent LPR Images	View recent snapshots from nearby LPRs in a map-based modal to help operators visually scan for vehicles matching a description and identify plates in real time.
Flock Aerodome Drone Location & Live Viewing	FlockOS integrates Aerodrome drones to stream live video and GPS data directly into the platform, providing real-time aerial visibility for law enforcement operations.
Map Based Viewing of 3rd Party Video Inside Agency	Consolidate integrated third-party cameras onto a single operational view, making it easy to locate, activate, and monitor live video feeds in real time.
Dedicated Customer Success Manager	A dedicated Customer Success Manager serves as your agency's primary contact, providing expert assistance to streamline deployment, maximize efficiency, and ensure long-term success with FlockOS.
Unlimited Users	Unlimited users for FlockOS
Utilization of Flock Safety Mobile App	Increase case clearance on-the-go with real-time alerts and searchable LPR data for mobile devices via the Flock Safety Mobile App, available on Android and iOS devices.
Convoy Search	Unearth hidden connections by detecting suspect vehicles that frequently travel together. This tool is invaluable for investigating organized or serial crimes and identifying accomplices.
Visual Search	Transforms any digital photo into a potent investigative lead, enhancing evidence collection. Upload the image of a vehicle into FlockOS™ to initiate a reverse image search that will help you identify crucial suspect vehicle information and unlock dead-end investigations.

Multi Geo Search	Connects the dots between multiple crimes and crime scenes. Link a suspect vehicle to multiple incidents based on location, without needing a vehicle description or plate number.
Custom Hot List Attachments	The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts
Custom Hot List Deconfliction	Allows Flock Safety users to identify overlapping investigations within their agency and within other law enforcement agencies and provide the contact information of opted-in parties to facilitate collaboration.
Unlimited Vehicle Description Alerts	Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organization's network.

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>.**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: NE - York PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_



Quotation Number: **RG1463195**  
 Quote Sent Date: **Oct 16, 2025**  
 Expiration Date: **Nov 15, 2025**  
 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**  
 2706 SOUTH LINCOLN AVENUE  
 YORK, NE, 68467-0637

Item Name	Item Number	Quantity	Price Each	Total
<b>T76 T4 Bobcat Compact Track Loader</b>	M0371	1	88,418.00	88,418.00
<b>Standard Equipment:</b> 74.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Selectable Joysticks (SJC) Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated)				
Horn Lift Arm Support Lift Path: Vertical Lights, Front and Rear LED Operator Cab Includes: Vinyl Adjustable Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 4 Rollers Tracks: Rubber, 12.6" Wide Telematics - Machine IQ - 2-year Basics Warranty: 2 years, or 2000 hours whichever occurs first				
<b>Comfort Package</b>	M0371-P11-C07	1	10,646.00	10,646.00
<i>Included:</i> Comfort Package Includes: Enclosed HVAC Cab, Radio, Adjustable Heated Cloth Air Ride Seat, Power Bob-Tach, Solid Undercarriage, Instrumentation: Standard 5" Display, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts, Premium LED Lights, Keyless Start, Two-Speed Travel, 7-Pin Attachment Control, Dual Direction Bucket Positioning, Rear Camera, Sound Reduction,				
<b>High-Flow Hydraulics</b>	M0371-R03-C03	1	2,846.00	2,846.00
<b>74" Severe Duty Bucket</b>	7326130	1	2,488.00	2,488.00
<b>Long Bolt-on tooth kit</b>	7355992	8	55.65	445.20
<b>Strobe Light Kit, Amber</b>	7375339	1	289.12	289.12
Total for T76 T4 Bobcat Compact Track Loader				105,132.32
Quote Subtotal				105,132.32
Dealer PDI				200.00

Tariff Surcharge	
Freight Charges	1,675.00
Destination Charges	144.00
Dealer Assembly Charges	270.00
Discount	-34,152.71
Bobcat S64 Skid Loader Sn	-36,000.00
B4SC13372 Hours 901	
Sales Total before Taxes	41,077.00
Taxes	0.00
<b>Quote Total - USD</b>	<b>37269.00</b>

**Customer Acceptance:**

Quotation Number: **RG1463195**

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

**Authorized Signature:**

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

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

## TASK ORDER 46

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: **46**

PROJECT NAME: **YASWA FY25/26 Annual Engineering Services**

## PART 1.0 PROJECT DESCRIPTION:

The intent of the Scope of Services is to assist with annual engineering services and miscellaneous on-call services, compliance, Title 132 permit renewal, planning, and Phase 7 60% Design as requested by YASWA in support of YASWA, its business operations, and facilities.

## PART 2.0 SCOPE OF SERVICES:

Services to be performed by HDR will include general engineering consultation associated with YASWA’s solid waste program at the landfill which may specifically include, but is not limited to, the table below. Approximate dates are listed for each task:

<b>Task Series 100 – On-Call Engineering Services</b>	
101 – Project Management	As Needed
102 – On-call services as needed (To be requested by YASWA); applicable hourly rate applied	As Needed
103 – Groundwater Verification Sampling (if needed)	As Needed
<b>Task Series 200 – Annual Engineering Services</b>	
201 – Topographic Survey and Airspace Analysis	November 2025
202 – Financial Assurance Updates	February 2026
203 – Annual CIP & Budgeting Assistance	February-April 2026
204 – Annual Greenhouse Gas (GHG) Report	March 2026
<b>Task Series 300 – SPCC/SWPPP</b>	
301 – Revise SPCC/SWPPP Plan & Figures	March 2026
302 – Onsite Training	April 2026
<b>Task Series 400 – Groundwater Engineering Services</b>	
401 – Fall 2025 / Spring 2026 Groundwater Sampling	October 2024 / May 2025
402 – Fal 2025 Groundwater Reporting – Title 118	January 2026
403 – Fall 2025 Groundwater Reporting – Title 132	January 2026
404 – Spring 2026 Groundwater Reporting – Title 118	June 2026
405 – Spring 2026 Groundwater Reporting – Title 132	June 2026
<b>Task Series 500 – Methane Migration Monitoring, Reporting &amp; Corrective Action Coordination</b>	
Task 501 – Quarterly Methane Migration Monitoring	Q4-2025; Q1, Q2, Q3-2026
Task 502 – Quarterly Methane Migration Reporting	Q4-2025; Q1, Q2, Q3-2026
Task 503 – Monthly Methane Migration Monitoring	As Required

<b>Task Series 500 – Methane Migration Monitoring, Reporting &amp; Corrective Action Coordination</b>	
Task 504 – Monthly Methane Migration Reporting	As Required
Task 505 – Corrective Action Coordination	As Required
<b>Task Series 600 – Title 132 Permit Renewal</b>	
Task 601 – DWEE Comprehensive Permit Renewal Meeting	October 2025
Task 602 – Title 132 Permit Renewal	October 2025 – February 2026
Task 603 – Respond to DWEE Comments	February 2026
<b>Task Series 700 – Phase 7 Liner and Phase 1-5 Final Capping 60% Design</b>	
Task 701 – Phase 7 Liner and Phase 1-5 Final Capping 60% Design	August 2026 – September 2026

Descriptions of each task and subtasks can be found below.

## Task Series 100 – On-Call Services

- Miscellaneous site infrastructure inspections, monitoring, reporting, and maintenance.
- Provide budget assistance for current and future projects.
- Meetings with regulators, governing agencies, or other related entities.
- Regulatory reviews, research, and applicability determinations.
- Prepare regulatory correspondence as necessary.
- Phase site development, fill sequence, and general operational planning.
- Four (4) site visits budgeted to assist with infrastructure, fill planning, etc.
- Organization, preparation, and attendance for planning meetings during the development of new and ongoing projects and for annual budget planning.
- Groundwater verification sampling, if necessary.
  - Expenses associated with equipment, travel and laboratory analysis included.
- Other tasks as requested by YASWA.

## Task Series 200 – Annual Engineering Services

### Task 201 – Annual Airspace Analysis

Once each calendar year (approximately November 2025), HDR will complete a topographic survey of the site (inclusive of active landfill areas [Phases 1-5, Phase 6, C&D, and current & future soil borrow areas]) for use in completing the annual airspace analysis as part of the annual financial assurance update completed in Task 202. The survey will be divided into discrete areas based on normal fill operations. Survey data will be used to construct three-dimensional models of the existing topographic ground surface and compared to topographic data from prior years to calculate consumed airspace and soil resources during the subject period. Total airspace consumption will be divided by tonnage received during the subject period to calculate a net airspace utilization factor.

In addition to an airspace utilization factor, the annual airspace analysis will include the following:

- Elevation isopach figures showing feet and volume of consumed airspace over the active fill areas.
- Elevation isopach figure showing remaining airspace available between existing grade and permitted final waste elevations, and between existing grade and top of usable constructed airspace.
- Trend analyses for airspace utilization ratio.
- Sensitivity analysis projecting depletion of usable constructed airspace over time for various tonnage and compaction scenarios.
- Projected schedule of airspace depletion and impact on next cell construction and capping timelines.

HDR will use results of the annual airspace analysis as well as changes to the landfill facility infrastructure and/or environmental monitoring requirements from the prior calendar year to update the financial assurance under Task 202. HDR will provide an electronic summary letter based on the airspace analysis results.

**DELIVERABLES:**

- Topographic survey and aerial photograph (Electronic).
- Technical memo discussing results of airspace analysis.
- Drawings showing current and historical fill progression.
- 22-inch x 34-inch color, aerial photo of the YASWA Site.

**ASSUMPTIONS:**

- HDR will conduct a drone survey in late 2025 (November) for use in the airspace analysis.
- Topographic survey will be obtained by aerial drone surveying services, conducted by HDR with a drone rental fee of \$1,000 per day and LiDAR rental fee of \$1,000 per day. Survey services include:
  - UAV data collection over approx. 160 acres (active disposal and soil borrow areas).
  - High resolution digital orthographic GeoTIFF photo of survey area.
  - Low resolution digital orthographic GeoTIFF photo for CAD plan set background.
  - DWG file with Xref'd low resolution orthophoto.
  - LiDAR obtained topographic survey.
  - Flight date in November 2025 anticipated.

**MEETINGS:**

- No in-person meetings are anticipated. HDR will facilitate conference calls as required.

### **Task 202 Financial Assurance Update**

Once each calendar year (approximately February 2025), HDR will use topographic data of the active landfill areas and soil borrow for use in completing the annual airspace analysis in Task 201 as part of this annual financial assurance update. This airspace analysis will be used in the financial assurance document. The financial assurance document will be used to generate a Nebraska Department of Water, Energy & Environment (DWEE) required financial assurance notification letter, which will be provided to YASWA to incorporate into the submittal to DWEE by HDR on behalf of YASWA.

**DELIVERABLES:**

- Updated Closure and Post-Closure cost estimates which will be used to generate DWEE required financial assurance notification letter.

**ASSUMPTIONS:**

- Current fund balances will be provided to HDR in a timely manner in order to evaluate financial assurance funding.
- YASWA will utilize governmental test or similar as second financial assurance mechanism, as needed.
- YASWA will prepare the verification of fund balances and financial statements and compile the financial assurance submittal to DWEE.

**MEETINGS:**

- No in-person meetings are anticipated. HDR will facilitate conference calls as required.

### **Task 203 – Annual CIP and Budgeting Assistance**

Once each calendar year (approximately February 2026 – April 2026), HDR will assist in budgetary updates by evaluating and updating the current rate study completed in 2023. Updates will also be made to the capital improvement plan (CIP) in coordination with the updated rate study in order to evaluate future rate changes.

**DELIVERABLES:**

- List of data needs.
- Completed calculation sheets updating both the CIP and rate study outlook.

**ASSUMPTIONS:**

- YASWA staff will provide fund balances, expenses, and recent waste quantities as requested by HDR.
- No site visits to the landfill are anticipated for this task.

**MEETINGS:**

- No in-person meetings are anticipated. HDR will facilitate conference calls as required.

**Task 204 – Annual Greenhouse Gas Report**

As required by 40 Code of Federal Regulations (CFR) 98, HDR will prepare and submit a list of data needs to YASWA to check the 2025 calendar year GHG reporting applicability. HDR will use the landfill data obtained from YASWA to estimate GHG emissions emitted from the landfill during the 2025 reporting year, as required for the mandatory Environmental Protection Agency (EPA) GHG reporting rule. These calculations will be based on equations found in 40 CFR 98 Subpart C and Subpart HH. HDR will coordinate with YASWA staff to verify the tonnage, waste depth, and cover type data required for reporting the GHG emissions in accordance with the rule.

HDR will assist YASWA in uploading the 2025 GHG data to the EPA via the e-GRRT system, if required. EPA's-published web form calculation spreadsheets will be completed and shared with YASWA as documentation of the reported values. The identification of authorized users for the EPA's reporting system will be necessary at the project outset to allow ample time to register new users, if required. HDR will prepare the appropriate forms and submittal documents to complete the federal online reporting requirements.

**DELIVERABLES:**

- List of data needs.
- Completed calculation sheets for 2025 will be submitted to YASWA for recordkeeping purposes (these are not required to be submitted to EPA).
- If threshold triggered, electronic transmission of GHG Emissions for the 2025 Reporting Year to the EPA using e-GRRT (online web tool).

**ASSUMPTIONS:**

- YASWA staff will provide tonnage and site information as requested.
- No site visits to the landfill are anticipated for this task.
- HDR will perform calculations for Subpart's C and HH only.
- If threshold triggered, an HDR representative acting as an "agent" will log in to the e-GRRT online system and digitally sign and submit the documents.

**MEETINGS:**

- No in-person meetings are anticipated. HDR will facilitate conference calls as required.

**Task Series 300 – SPCC/SWPPP****Task 301 – Revise SPCC/SWPPP Plans & Figures**

This task will serve as the annual review of the SPCC plan for the YASWA landfills for compliance with 40 CFR 112. HDR will conduct a site visit to review to confirm oil storage, secondary containment, spill kits, and emergency procedures. SPCC Plan will be revised, if needed, based on the review.

This task will also serve as the annual review of the SWPPP for the YASWA landfills for compliance with the current Site NPDES.

**DELIVERABLES:**

- Revised SPCC Plan, if required
- Revised SWPPP, if required

**ASSUMPTIONS:**

- One-day trip for up to two (2) HDR employees to YASWA landfills for site visit to encompass both the reviews for SPCC and SWPPP; reasonable efforts will be made to combine site visits.

- Regulations will not change the current SPCC Plan and SWPPP requirements.
- Revisions to SPCC Plan and SWPPP are anticipated to be minimal.
- HDR employees will follow YASWA's site-specific safety requirements and HDR's health and safety plan during on-site activities.

**MEETINGS:**

- No in-person meetings are anticipated. HDR will facilitate conference calls as required.

**Task 302 – Onsite Training**

HDR will provide City of York staff with annual training on their stormwater and spill response requirements. Presentation will include requirements for SPCC plan and SWPPP. The training will include site-specific information for the facilities covered in the training.

**DELIVERABLES:**

- Onsite Training Materials

**ASSUMPTIONS:**

- One-day trip for onsite training; reasonable efforts will be made to combine site visits for Task 301, Task 302 & Task 303.
- HDR will provide a copy of the SPCC/SWPPP training, upon request.
- HDR employees will follow YASWA's site-specific safety requirements and HDR's health and safety plan during on-site activities.

**MEETINGS:**

- Onsite training with two (2) HDR personnel.

**Task 303 – Annual SWPPP Site Inspection**

HDR will annually conduct one (1) site inspection to ensure stormwater controls meet the requirements set forth within the site specific SWPPP. Site inspection will include evaluation of terraces, letdowns, perimeter ditches, culverts, stormwater pond and outlet structures to ensure stormwater controls are in good operating condition. A site inspection memo will be completed and delivered to YASWA with inspection finding and action items.

**DELIVERABLES:**

- SWPPP Site Inspection Memo

**ASSUMPTIONS:**

- Site Inspection will be conducted during site visit for either SPCC/SWPPP site visits (Task 301), groundwater sampling (Task 401) event or during general on-call site visits (Task 102).

**MEETINGS:**

- No in-person meetings are anticipated. HDR will facilitate conference calls as required.

**Task Series 400 – Groundwater Related Services**

**Task 401 – Fall 2025 & Spring 2026 Groundwater Sampling**

HDR will complete groundwater sample collection, water level measurements, and well integrity inspections at each of the required monitoring wells within the landfill monitoring network.

Before HDR arrives at the facility, HDR will develop and thoroughly review the sampling parameter list, ordered bottles and verify the content of all shipped coolers. HDR will notify YASWA of the expected sampling schedule to ensure there are no conflicts with YASWA schedules or operations. Once onsite, HDR field staff will check in at the landfill administrative office and will initiate monitoring procedures. Samples from the designated monitoring network will be collected via low flow sampling utilizing YASWA's dedicated bladder pumps. Purging, field parameter stabilization, and sampling will be completed in general accordance with the Site's most recent Title 118 & 132 Sampling and Analysis Plan.

Sampling for Title 132 will include collection of groundwater samples from the eleven (11) Title 132 Active Landfill monitoring wells (MW-1U, MW-2U, MW-4D, MW-5A(RR), MW-8D, MW-11, MW-12, MW-15, MW-16R, MW-17, and MW-18) and analysis of the samples. Once every five (5) years, assessment monitoring wells are subject to being analyzed for the Full Appendix II constituent list. The fall 2025 sampling event will consist of four (4) Title 132 monitoring wells analyzed for the Full Appendix II constituent list.

Sampling for Title 118 will include collection of groundwater samples from the nine (9) Title 118 Closed Landfill monitoring wells (MW-3D, MW-5A(RR), MW-5B(R), MW-6D [spring only], MW-7D, MW-9D, MW-10, MW-13, and MW-14 [spring only]) and from four (4) domestic wells (Veline, Kroeker, Liemann, and Conner), and analysis of the collected samples.

**ASSUMPTIONS:**

- For each sampling event, HDR anticipates sending two (2) HDR employees for up to two (2) rental equipment days (to account for shipping dates), and one (1) overnight stay.

**DELIVERABLES:**

- None anticipated.

**KEY UNDERSTANDINGS:**

- Monitoring wells 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.
- HDR's subconsultant (Eurofins) will conduct groundwater sampling analysis.

**Task 402 – Fall 2025 Groundwater Reporting – Title 118**

Results of groundwater monitoring and statistical analyses from the fall semi-annual monitoring event will be summarized in the 2<sup>nd</sup> Semi-annual Title 118 Groundwater Monitoring Report for submittal to DWEE by February 1, 2026. This report will provide a comprehensive evaluation of the landfill's monitored impacts to groundwater, summarize analysis results, and recommend changes to regulatory status and modifications to the monitoring network.

A draft Title 118 Groundwater Monitoring Report will be submitted to YASWA for review, comment, and comment resolution prior to the final February 1<sup>st</sup> regulatory deadline. HDR will submit the final report to DWEE on behalf of YASWA. An electronic copy of the final report will be provided to YASWA. A paper copy will be submitted to YASWA, if requested.

**DELIVERABLES:**

- Fall 2025
  - Draft Title 118 Groundwater Monitoring Report for YASWA Review (electronic)
  - Final Title 118 Groundwater Monitoring Report for submittal to YASWA (electronic; paper copy, if requested) & DWEE (electronic)

**KEY UNDERSTANDINGS:**

- YASWA will review and provide comments in a timely manner which allows HDR adequate time to address comments and submit reports so that regulatory timeline may be met.

**Task 403 – Fall 2025 Groundwater Reporting – Title 132**

Results of groundwater monitoring and statistical analyses from the spring semi-annual monitoring event will be summarized in the 2<sup>nd</sup> Semi-annual Title 132 Groundwater Monitoring Report for submittal to DWEE by February 1, 2026. This report will provide a comprehensive evaluation of the landfill's monitored impacts to groundwater, summarize analysis results, and recommend changes to regulatory status and modifications to the monitoring network.

A draft Title 132 Groundwater Monitoring Report will be submitted to YASWA for review, comment, and comment resolution prior to the final February 1<sup>st</sup> regulatory deadline. HDR will submit the final report to DWEE on behalf of

YASWA. An electronic copy of the final report will be provided to YASWA. A paper copy will be submitted to YASWA, if requested.

**DELIVERABLES:**

- Fall 2025
  - Draft Title 132 Groundwater Monitoring Report for YASWA Review (electronic)
  - Final Title 132 Groundwater Monitoring Report for submittal to YASWA (electronic; paper copy, if requested) & DWEE (electronic)

**KEY UNDERSTANDINGS:**

- YASWA will review and provide comments in a timely manner which allows HDR adequate time to address comments and submit reports so that regulatory timeline may be met.

**Task 404 – Spring 2026 Groundwater Reporting – Title 118**

Results of groundwater monitoring and statistical analyses from the spring semi-annual monitoring event will be summarized in the 1<sup>st</sup> Semi-annual Title 118 Groundwater Monitoring Report for submittal to DWEE by August 1, 2026. This report will provide a comprehensive evaluation of the landfill’s monitored impacts to groundwater, summarize analysis results, and recommend changes to regulatory status and modifications to the monitoring network.

A draft Title 118 Groundwater Monitoring Report will be submitted to YASWA for review, comment, and comment resolution prior to the final August 1<sup>st</sup> regulatory deadline. HDR will submit the final report to DWEE on behalf of YASWA. An electronic copy of the final report will be provided to YASWA. A paper copy will be submitted to YASWA, if requested.

**DELIVERABLES:**

- Spring 2026
  - Draft Title 118 Groundwater Monitoring Report for YASWA Review (electronic)
  - Final Title 118 Groundwater Monitoring Report for submittal to YASWA (electronic; paper copy, if requested) & DWEE (electronic)

**KEY UNDERSTANDINGS:**

- YASWA will review and provide comments in a timely manner which allows HDR adequate time to address comments and submit reports so that regulatory timeline may be met.

**Task 405 – Spring 2026 Groundwater Reporting – Title 132**

Results of groundwater monitoring and statistical analyses from the spring semi-annual monitoring event will be summarized in the 1<sup>st</sup> Semi-annual Title 132 Groundwater Monitoring Report for submittal to DWEE by August 1, 2026. This report will provide a comprehensive evaluation of the landfill’s monitored impacts to groundwater, summarize analysis results, and recommend changes to regulatory status and modifications to the monitoring network.

A draft Title 132 Groundwater Monitoring Report will be submitted to YASWA for review, comment, and comment resolution prior to the final August 1<sup>st</sup> regulatory deadline. HDR will submit the final report to DWEE on behalf of YASWA. An electronic copy of the final report will be provided to YASWA. A paper copy will be submitted to YASWA, if requested.

**DELIVERABLES:**

- Spring 2026
  - Draft Title 132 Groundwater Monitoring Report for YASWA Review (electronic)
  - Final Title 132 Groundwater Monitoring Report for submittal to YASWA (electronic; paper copy, if requested) & DWEE (electronic)

**KEY UNDERSTANDINGS:**

- YASWA will review and provide comments in a timely manner which allows HDR adequate time to address comments and submit reports so that regulatory timeline may be met.

## **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 DWEE 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 DWEE 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.

**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 DWEE 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 DWEE 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 DWEE.

**DELIVERABLES:**

- Methane Migration Monitoring Report for the following quarters –
  - Q4 2025
  - Q1 2026
  - Q2 2026
  - Q3 2026

**KEY UNDERSTANDINGS:**

- HDR will submit quarterly methane migration monitoring reports to DWEE 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 eight (8) 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 DWEE 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 eight (8) months delivered to YASWA.
- Methane Migration Monitoring reports for up to eight (8) months included within the respective quarterly report for submittal to YASWA and DWEE.

**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 DWEE.

**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.

## **Task Series 600 – MSW Permit**

### **Task 601 – DWEE Permit Review Meeting**

HDR activities for this task include the following:

- Review the DWEE comment letter prior to the meeting. Provide input to YASWA on preliminary responses and identify items for further discussion during the meeting.
- Prepare a data request list and furnish to YASWA to obtain available data required to complete calculations and permit updates. This list is likely to be minor as HDR has conducted previous MSW Permit Renewals for YASWA.
- HDR to attend the comprehensive permit review meeting with DWEE and YASWA at the YASWA Landfill site. HDR will assist YASWA with discussions and preliminary responses during the meeting. Describe the anticipated modifications, if any, to help DWEE become familiar with permit documents anticipated in the renewal application submittal.

**DELIVERABLES:**

- Any additional data requests to YASWA

**MEETINGS:**

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

### **Task 602 – Title 132 Permit Renewal**

Development of the YASWA Permit Renewal will include the following tasks

- Prepare the DWEE form for Application for Municipal Solid Waste Disposal Area for YASWA.
- Revise and update the YASWA MSW Landfill permit renewal application:
- Locational Criteria and Design Documentation
- Operational Plan and Site Life – Update plan with any potential ADC approvals, Phases 6-8 sequencing and waste placement, leachate management, surface water management, and recordkeeping. As part of this update,
  - HDR will review current operations with YASWA to identify any additional operational changes to be described and captured in the Operational Plan update.
  - HDR will determine volume of waste placed and update information as provided in the last permit renewal application based on the most recent survey, historic airspace analysis developed by HDR and, and historic airspace analysis provided by LASWA.
- Groundwater Sampling and Analysis Plan (SAP) – Review and update SAP and figures to include any proposed abandonments and new groundwater monitoring wells with master plan, update with any updated statistical analysis procedures, sampling forms, and references.
- Landfill Gas Monitoring and Extraction Plan – Update plan with existing gas migration monitoring wells including minor changes in routine monitoring procedures and gas migration management operating procedures, and update sampling forms.
- CQA Plan – General review and update of the document. Review to include confirmation of conformance with current standard practice in anticipation of the upcoming cell construction.
- Closure/Post-Closure Plan - General review and update of the document. Update financial assurance plan for revised closure and post-closure costs and most recent fund amounts in the financial assurance mechanism.
- Permit Drawings – Drawings are to be updated with a current topographic survey and each permit drawing to be stamped and signed by a professional engineer registered in the State of Nebraska. New cross-sections will be developed showing recent surveyed waste placement within active landfill area as typically required by DWEE. The following drawings are anticipated to be developed and updated:
  - Cover Sheet

- Site Plan – current site features, topography and Phases 1-10
- Liner Plan – Phases I-IV (update topography, liner grades, leachate collection trenches, etc.)
- Final Closure Plan – Phases I-IV-(update for topography)
- Cross-Sections – Phases I-IV (update for topography and liner updates)
- Liner and Cover Details - (update to reflect potential design modifications)
- Sump and Leachate details - (update to reflect potential design modifications)
- Stormwater Management Map – (update to reflect potential design modifications)
- Calculations – HDR anticipates the following calculations to be completed during this permit renewal:
- Final cover soil loss calculations using the Natural Resources Conservation Service (NRCS) modeling program Revised Universal Soil Loss Equation 2 (RUSLE2.0).
- Run-off calculations for final closure terraces, leeward structures and perimeter ditches for a 25-year, 24-hour storm event. These are not anticipated to be updated.
- Slope stability, geotextile calculations, and other final cover calculations as part of the previous permit. These are not anticipated to be updated.

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

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

#### **DELIVERABLES:**

- Draft Permit Renewal documents and drawings – electronic copy.
- Final Permit Renewal Application – 5 hard copies to DWEE, 1 hard copy and 1 electronic copy to LASWA.
- Letter of transmittal of permit documents.

#### **MEETINGS:**

- Periodic conference calls (approximate monthly) with YASWA during development and updates to permit documents.
- Final conference call review meeting with YASWA for review discussion of Draft Permit Renewal with up to two (2) HDR professionals.

#### **ASSUMPTIONS:**

- All plans, calculations, and drawings requiring update will be recreated using HDR standard formatting and provided to YASWA upon completion of permit renewal.
- YASWA to complete the DWEE form on intent to renew. This form is typically mailed direct by the owner of the landfill.
- YASWA will pay the Title 132 permit renewal fee for MSW landfills to DWEE and submit signed permit application form.
- While some changes will be made to the permit, it is not expected that this will be considered a major permit modification.
- Draft permit renewal application and appendices may be sent to YASWA over several days to stagger the review.
- No in-person meetings are included under this Task 702.
- Submittal of the renewal and modification application to DWEE will be completed by HDR on behalf of YASWA. This includes time and cost to print, compile, and deliver the permit to the state.
- If a public hearing is requested after publication of the legal notice, YASWA or DWEE will arrange the location and time of the public hearing. HDR will assist LYASWA at the public hearing, if requested, as additional services.
- HDR will respond to subsequent DWEE comments under Task 703.

- HDR has begun the process of preparing permit renewal documents during the FY2024-2025 Task Order 45. HDR has removed the fee associated with the work completed during the FY2024-2025 Task Order 45. The remainder of the fee unused during the FY2024-2025 Task Order 45 is anticipated to be billed during the FY2025-2026 Task Order 46.

### **Task 603 – Response to DWEE Comments**

To address comments and revisions required by DWEE on the YASWA MSW Landfill permit renewal and modification application after initial submittal.

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

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

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

#### **DELIVERABLES:**

- Draft individual permit application pages and drawings that are affected by DWEE's comments will be transmitted electronically for YASWA review.
- Revised permit replacement pages and/or drawings (DWEE-5 copies, YASWA – 1 hard copy and 1 electronic copy).
- Response Letter and transmittal of revised permit documents.

#### **MEETINGS:**

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

#### **ASSUMPTIONS:**

- DWEE may request significant additional information, drawings, figures or calculations after submittal of the permit renewal application.
- An allowance of \$5,750 has been included for: communications with DWEE; addressing DWEE's potential comments; and compiling updated PDFs for YASWA (i.e. OneDrive or flash drive). If efforts to respond to DWEE comments exceed this allowance, these overages will actively be defined in Additional Services.
- Individual changed pages and drawings will be transmitted electronically to YASWA for review. Transfers of large files or drawings are anticipated to be accomplished through e-mail, OneDrive, or FTP site.
- Submittal of revised permit documents to DWEE will be completed by HDR on behalf of YASWA.

## **Task Series 700 – Phase 7 Liner and Phase 1-5 Final Capping 60% Design**

### **Task 701 – Phase 7 Liner and Phase 1-5 Final Capping 60% Design**

HDR activities for this task include developing 60% design documents (plans and specifications) for construction of Phase 7 Liner and Phase 1-5 Final Capping of the YASWA MSW Landfill. Phase 7 is the next phase of development for the impending permitted waste disposal area located to the east of the existing Old York Landfill. The limits of waste are set via the current Title 132 MSW Landfill permit. Phase 1-5 is nearing capacity and will be closed via the permitted final cover design. Design aspects included within the 60% design include, but are not limited to:

- Phase 7 Liner

- Subgrade and cell perimeter grading with bulk excavation.
- Excess soil stockpile grading.
- Clay liner and flexible geomembrane liner grading.
- Leachate collection system, including drainage layer, piping, cleanout, pump station, and force main to the newly sited pond/leachate holding tanks.
- Leachate forcemain direct connect coordination, right-of-way understanding development, preliminary pump and piping calculations, tie-in design to sanitary sewer.
- Storm water control features, including re-grading and expansion of the existing storm water pond, new temporary storm water collection pond south of Phase 7, pump station, perimeter channels, geosynthetic rain cover, post-construction storm water controls, and storm water run-on diversion.
- Landfill gas migration monitoring probes removal, as needed, and new probes.
- Landfill litter fence removal and relocation layout.
- Perimeter access roads.
- Phase 1-5 Final Capping
  - Waste relocation and subgrade preparation grades.
  - Methane venting design.
  - Geosynthetic clay liner and flexible geomembrane liner grading.
  - Vegetative layer grading.
  - Storm water control features, including terracing, letdowns, perimeter channels.
  - Landfill gas migration monitoring probes removal, as needed, and new probes.
  - Landfill litter fence removal and relocation layout.
  - Perimeter access roads.

HDR will compile historical documentation and the most recent survey (November 2025) for use as talking points during a kickoff meeting to be held at the YASWA MSW Landfill. The kickoff meeting will include a site visit, evaluation of YASWA's goals and objectives, and provide for discussions regarding decisions necessary to initiate design activities.

HDR will prepare a meeting agenda and meeting notes summarizing discussions and key design requirements and constraints.

Following the kickoff meeting, HDR will begin design of Phase 7 Liner and Phase 1-5 Final Capping through the development of plans and specifications. A 60% level design plans, specification table of contents, and 60% Engineer's Opinion of Probable Construction Cost (OPCC) will be provided to YASWA for review. An on-site design review meeting will occur after issuance of the 60% level documents.

**DELIVERABLES:**

- Kickoff meeting agenda and meeting notes.
- 60% level Design Plans, Specification table of contents, and 60% Engineer's OPCC.
- 60% level review meeting agenda and meeting notes.

**MEETINGS:**

- Project kickoff meeting with YASWA staff and up to two (2) HDR team members at the YASWA Landfill.
- 60% design review meeting with YASWA staff and up to two (2) HDR team members at the YASWA Landfill.

**ASSUMPTIONS:**

- Continuation of Phase 7 design and Phase 1-5 Final Capping (90% & IFB plans and specifications) and associated construction items (notification of construction to DWEE, bidding support, IFC plans and specifications, construction administration, construction quality assurance) to be completed under separate Task Order beginning in a October 2026 outside of this Task Order.
- No new geotechnical analysis of the Phase 7 area is required. Design will be in accordance with permit documents and discussions with YASWA and DWEE.
- No planned meetings with DWEE.

- It is assumed that Phase 7 will utilize the same general design basis and construction details as in the approved permit for the phase grades, base liner system, leachate collection details, drainage details, and specifications.
- It is assumed that Phase 1-5 Final Capping will utilize the same general design basis and construction details as in the approved permit for the closure grades, methane venting, stormwater controls, and specifications.
- Historic cost data will be used for the compilation of the Engineer’s OPCC. If data is not available for a specific line item, RS Means data or similar project cost data will be used.
- Standard Engineers Joint Contract Documents Committee (EJCDC) and Master Specification will serve as the basis for specification creation.

## PART 3.0 OWNER’S RESPONSIBILITIES:

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

## PART 4.0 PERIODS OF SERVICE:

Services will occur from the date October 1, 2025, through September 30, 2026, which corresponds to beginning and end of YASWA’s 2025/2026 fiscal calendar.

## PART 5.0 PAYMENTS TO ENGINEER:

The estimate of Engineering and Compensation to ENGINEER for the above listed Services based on our current understanding of the effort required is provided in the table below. Compensation for these Services shall be 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, subconsultants, subcontractors, computer usage, telephone, shipping, and other incurred expense. ENGINEER will add five percent (5%) to invoices received by ENGINEER from subconsultants and subcontractors to cover supervision, administrative, and insurance expenses.

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

Task Description	HDR Services <sup>4</sup>	Expenses/ Subcontractors <sup>4</sup>	Total Budget <sup>4</sup>
<b>Task Series 100 – On-Call Engineering Services<sup>1</sup></b>			
101 – Project Management	\$6,433	\$67	\$6,500
102 – On-call Services (To be requested by YASWA) & Fill Planning	\$14,042	\$958	\$15,000
104 – Groundwater Verification or New Assessment Sampling (if needed) <sup>3</sup>	\$1,789	\$2,211	\$4,000
<b>Task Series 100 Subtotal</b>	<b>\$22,264</b>	<b>\$3,236</b>	<b>\$25,500</b>
<b>Task Series 200 – Annual Engineering Services</b>			
201 – Topographic Survey & Annual Airspace Analysis	\$7,499	\$2,751	\$10,250
202 – Financial Assurance Updates	\$1,480	\$20	\$1,500
203 – Annual CIP and Budgeting Assistance	\$2,981	\$19	\$3,000

Task Description	HDR Services <sup>4</sup>	Expenses/ Subcontractors <sup>4</sup>	Total Budget <sup>4</sup>
204 – Annual Greenhouse Gas (GHG) Report	\$1,465	\$35	\$1,500
<b>Task Series 200 Subtotal</b>	<b>\$13,425</b>	<b>\$2,825</b>	<b>\$16,250</b>
<b>Task Series 300 – SPCC/SWPPP</b>			
301 – Revise SPCC/SWPPP Plans & Figures	\$2,774	\$226	\$3,000
302 – Onsite Training	\$2,086	\$414	\$2,500
303 – Annual SWPPP Inspection	\$688	\$12	\$700
<b>Task Series 300 Subtotal</b>	<b>\$5,549</b>	<b>\$652</b>	<b>\$6,200</b>
<b>Task Series 400 – Groundwater Engineering Services<sup>2, 3</sup></b>			
401 – Fall 2025 / Spring 2026 Groundwater Sampling	\$11,915	\$16,085	\$28,000
402 – Fall 2025 Groundwater Reporting – Title 118	\$5,761	\$239	\$6,000
403 – Fall 2025 Groundwater Sampling – Title 132	\$5,876	\$374	\$6,250
404 – Spring 2026 Groundwater Reporting – Title 118	\$5,761	\$239	\$6,000
405 – Spring 2026 Groundwater Sampling – Title 132	\$5,876	\$124	\$6,000
<b>Task Series 400 Subtotal</b>	<b>\$35,189</b>	<b>\$17,061</b>	<b>\$52,250</b>
<b>Task Series 500 – Methane Migration Monitoring, Reporting &amp; Corrective Action Coordination</b>			
501 – Quarterly Methane Migration Monitoring	\$3,089	\$2,411	\$5,500
502 – Quarterly Methane Migration Reporting	\$1,995	\$5	\$2,000
503 – Monthly Methane Migration Monitoring	\$6,178	\$5,072	\$11,250
504 – Monthly Methane Migration Reporting	\$1,223	\$77	\$1,300
505 – Corrective Action Coordination	\$965	\$35	\$1,000
<b>Task Series 500 Subtotal</b>	<b>\$13,449</b>	<b>\$7,600</b>	<b>\$21,050</b>
<b>Task Series 600 – Title 132 Permit Renewal</b>			
601 – DWEE Comprehensive Permit Renewal Meeting	\$3,597	\$153	\$3,750
602 – Title 132 Permit Renewal	\$11,995	\$1,255	\$13,250
603 – Respond to DWEE Comments	\$5,719	\$31	\$5,750
<b>Task Series 600 Subtotal</b>	<b>\$21,311</b>	<b>\$1,439</b>	<b>\$22,750</b>
<b>Task Series 700 – Phase 7 Liner &amp; Phase 1-5 Capping Design – 60%</b>			
701 – Phase 7 Liner Design & Phase 1-5 Capping Design – 60%	\$54,959	\$1,041	\$56,000
<b>Task Series 700 Subtotal</b>	<b>\$54,959</b>	<b>\$1,041</b>	<b>\$56,000</b>
<b>Total Approved FY2025 – FY2026 Budget</b>	<b>\$166,146</b>	<b>\$33,854</b>	<b>\$200,000</b>

- 1 Budget shown for on-call engineering services represents a placeholder for yet-to-be-determined services completed as-needed throughout the fiscal year. On-call services will be completed on a task-by-task basis upon request by YASWA. On-call services will be billed with applicable hourly rates for HDR personnel working on requested project. Fill planning is included within the On-call services task.
- 2 Analytical costs for fall 2025, spring 2026 and verification sampling environmental monitoring to be paid by HDR to subcontracted laboratory.
- 3 Unforeseen groundwater sampling required by DWEE in response to exceedance detections or other non-routine events (i.e. semi-annual events) will be invoiced as additional services under the On-Call Engineering Services task.
- 4 Subtasks may not equal final Approved Budget due to rounding.



This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

York Area Solid Waste Agency

HDR ENGINEERING, INC.

“OWNER”

“ENGINEER”

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

BY: *Ann Williams*  
Ann Williams (Oct 29, 2025 09:31:53 CDT)

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

NAME: Ann Williams, P.E.

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

TITLE: Senior Vice President

ADDRESS: 100 E 4<sup>th</sup> Street  
York, NE 68467

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

RESOLUTION 2025-24

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL of the City of York, Nebraska, that the Mayor and City Council hereby acknowledge the Application for Deferral from special assessments of Paving District No. 06-1, of the owners of the following described property, to-wit:

Lot 4, Bruch Subdivision, York County, Nebraska

A tract of land comprising a part of Lot Three (3), Seidel's Addition located in the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Seven (7), Township Ten (10) North, Range Two (2), West of the 6<sup>th</sup> P.M., York County, Nebraska, described as follows: Beginning at the southeast corner of said northeast quarter (NE ¼) northeast quarter (NE ¼); thence S89°36'49"W, 1114.08 feet; thence N00°15'10"E, 148.62 feet; thence S89°59'04"W, 155.21 feet; thence N00°09'57"E, 875.89 feet; thence S89°50'09"E, 335.29 feet; thence S09°26'19"E, 118.74 feet; thence N80°33'41"E, 295.58 feet; thence N00°09'51"E, 67.77 feet; thence S89°50'09"E, 621.98 feet; thence S00°08'15"W, 1013.33 feet to the point of beginning and containing 28.52 acres more or less.

said property having been determined by this Governing Body to be within an agricultural use zone, which is presently used actively for agricultural purposes, and the owners of said property having been determined to meet the requirements of Section 19-2429 of Revised Statutes of the State of Nebraska, and hereby direct the City Clerk to file a copy of this Resolution with the County Registrar of Deeds.

DATED THIS 6<sup>th</sup> day of November, 2025.

---

Jeff Pieper, Council President

Attest:

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Amanda Ring, City Clerk

RESOLUTION 2025-25

WHEREAS, the York City Code provides for enforcement of city ordinances with penalties set forth in the Code, which ordinances are prosecuted in the York County Court; and

WHEREAS, the violation of city ordinances carries penalties of a fine as set forth in the ordinances; and

WHEREAS, many of the ordinances that are prosecuted for violation may be handled in the York County Court without requiring a formal court appearance by the offender; and

WHEREAS, the adoption and approval of a fine waiver schedule for city ordinance violations is appropriate to allow offenders to pay the applicable fine without being required to appear in court.

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

The attached fine waiver schedule is hereby approved for violations of the York City Code, and a copy of this resolution and attached schedule shall be filed with the York County Court for adoption.

Dated this \_\_\_ day of November, 2025.

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

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

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

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

The Resolution was then declared Passed.

\_\_\_\_\_  
Jeff Pieper, Council President

ATTEST:

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

**CITY OF YORK**  
**Ordinance Fine Waiver Schedule**  
Effective Date: .....

The following violations of the City of York, Nebraska Municipal Code shall be waivable and carry the penalty that is listed.

<b>Ordinance Description</b>	<b>Code Section</b>	<b>Fine</b>
Cat running at large	8-27	\$25.00
Dog running at large	8-27	\$25.00
Harboring excessive dogs	8-32	\$50.00
Harboring unlicensed dog	8-62	\$25.00
Failure to appear	34-1	\$50.00
Parking in no parking zone	52-145	\$10.00
Parking in excess of 48 hours	52-117	\$10.00
Parking in excess of 2 hours downtown	52-209	\$10.00
Parking too far from curb	52-113	\$10.00
Parking where prohibited	52-145	\$10.00
Unlawful parking during snow emergency	52-210	\$50.00
Unlawful burning	18-5	\$50.00

October 26, 2025

Dear Mayor Redfern, York City Council, and York Citizens,

I'm writing this in sadness. Due to my on-going health issues, and frequent absences from council meetings, I have made the decision to resign my position as a member of the city council.

I was honored to be elected to serve and I hope I represented you well in my tenure.

I trust the Mayor will appoint someone who will represent you well.

Sincerely submitted,

Vicki Northrop