

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, May 21, 2026
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 May 14, 2026
3. Pledge of Allegiance
4. Roll Call
5. Consider approval of the minutes of the May 7, 2026 meeting
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$2,420.06
 - 6.2. Claim for Jeff Pieper of Pieper's Inc. in the amount of \$621.25
7. Claims for the period of May 8 through May 21, 2026
8. Consider approval of the Department Activities Reports for the month of April 2026
9. Consider approval of the Cash Balances for the month of April 2026
10. City Administrator Report
11. Consider approval of a bid from American Fence Company of Lincoln Inc for Central Park Fence in the amount of \$23,354.05
12. Consider approval of ten Special Designated Licenses for Sunset Bowl Cornhole League, 1923 N. Lincoln Ave for the following dates: June 5, 2026, June 12, 2026, June

19, 2026, June 26, 2026, July 3, 2026, July 10, 2026, July 17, 2026, July 24, 2026, July 31, 2026, and August 7, 2026

13. Consider approval of an Airport Improvement Program (AIP) Project No. 3-31-0104-020/021 with Olsson Engineering for runway reconstruction for the airport for an approximate total of \$300,900.00; with an update discussion from Curtis Christianson with Olsson
14. Consider approval of a quote for two McCain 358i HV ATC Cabinet, Controller, GPS & Accessories (traffic controllers) from General Traffic Controls in the amount of \$40,450.00; with one controller being purchased from the 24 Repurpose Project funds in the amount of \$20,225.00 and one controller being purchased from the Street funds in the amount of \$20,225.00
15. Annual report for the Fire Department with Chief Tony Bestwick
16. Review of the 911 Communications Budget for 2026-2027 with Director Mindy Gerken
17. Public Hearing for Preliminary and Final Plat:
 - 17.1. Consider approval of the preliminary and final plat for Replat 1, a replat of Lots 1 thru 5, Block 4, Shadow Brook Addition, City of York, York County, Nebraska
18. Mayor Appointments:
 - 18.1. Reappointment of Bre Egr to the Personnel Board for a term ending June 1, 2030
 - 18.2. Reappointment of Mark Powers to the Library Advisory Board for a term ending July 1, 2031
 - 18.3. Reappointment of Mark Deepe to the Aviation Board for a term ending June 1, 2029
19. Public Hearing for New Liquor License - Class I
 - 19.1. Consider recommendation to the State for a new Class I Liquor License for Steve Inc. DBA Hampton Inn, 309 W. David Drive, York - Resolution 2026-13
20. Consider approval of Resolution 2026-14 to condemn the structure located at 807 S. Grant Avenue, York, as it is determined to be unsafe and unfit for human occupancy
21. Consider approval of Resolution 2026-15 - declaring certain city property surplus and authorizing disposition of surplus property
22. First Reading:

Ordinance No. 2436 - To amend Chapter 52 to enact a section to permit the operation of

utility-type vehicles within the corporate limits of the city as authorized by Nebraska State Statute §60-6, 356 and to impose a penalty for the violation of this section

23. First Reading:

Ordinance No. 2437 — To amend Chapter 52 to enact an ordinance to permit the operation of golf car vehicles within the corporate limits of the city as authorized by this ordinance and Nebraska Revised Statute §60-6,381 and to impose a penalty for the violation of this section

24. Adjournment

KEARNEY YRTC

3rd ex-employee arrested in Kearney teen sex abuse scandal

BY SARA GENTZLER
Flatwater Free Press

(Editor's note: This story contains allegations of sexual abuse of children. If you suspect that a child has been abused, call 800-652-1999 or report online.)

A third former employee at the youth detention center in Kearney has been arrested on charges that she sexually abused a teen in the state's care.

Tarah Ross, 23, was arrested Thursday on one charge of second-degree sexual abuse of a protected individual, a felony that carries a maximum sentence of three years in prison and a \$10,000 fine.

The abuse allegedly occurred at the Youth Rehabilitation and Treatment Center in Kearney, run by the state Department of Health and Human Services. It's one of the last resorts for teen boys in the state's juvenile justice system, and the site of sexual abuse allegations involving at least 10 of those boys last year.

According to the warrant for her arrest, Ross allegedly subjected a then-16-year-old boy at the center to sexual contact between Jan. 27 and April 20 of last year — that's also the date she stopped working at DHHS, according to spokesperson Jeff Powell.

Allegations against Ross were detailed in juvenile court proceedings last fall.

According to court documents, YRTC staff found a note with a sexually explicit conversation between Ross and a Douglas County teen in April 2025. The teen told staff he and Ross were a "thing" and that she had touched his penis on the outside of his clothing and



NAOMI DELKAMILLER, FLATWATER FREE PRESS

At least 10 boys once housed at the state-run Youth and Rehabilitation Center in Kearney have alleged a staff member sexually abused them. Three former employees now face criminal charges. The Department of Health and Human Services fired the center's top administrator in March.

"more than just touching" had happened between them, according to the document. Video surveillance also showed the youth inappropriately touching Ross while she smiled at him.

Staff failed to report the abuse directly to law enforcement or mention it in monthly reports to the court, wrote Judge Amy Schuchman. Instead, the teen faced consequences for touching Ross.

"The concern for the court is not solely that the abuse happened, but the systematic minimization, concealment and disregard by those in charge of his care," Schuchman wrote in ordering his early release from the center last fall.

Two other former employees, Katrina Fewkes and Martha Ruiz Palacios, face similar charges in Buffalo County related to sexual abuse allegations. Ruiz Palacios left the department

in August, and Fewkes, who had been suspended, is no longer employed there, according to DHHS.

A fourth former employee has been named in juvenile court but has not been charged. Douglas County Public Defender Tom Riley told Flatwater earlier this year that his office has reason to believe six staff members were potentially involved in inappropriate contact with teens.

An independent investigation into the spate of allegations, by the Inspector General of Nebraska Child Welfare, is ongoing and so far confidential.

Records show DHHS internally determined by Oct. 21 of last year that there was not a systemic problem, as Flatwater previously reported. However, in March, the agency fired the Kearney facility's top administrator. Rich Williams, previously a program manager

at its youth center in Hastings, has been serving in that role on an interim basis.

The department has made structural changes as well.

"To provide additional leadership, accountability and support, DHHS has also reorganized the leadership structure, and now there is one administrator whose sole responsibility is to oversee and supervise the individual YRTC facility administrators and the YRTC system as a whole," Powell said.

Mark LaBouchardiere, who previously oversaw YRTCs and the two DHHS-run psychiatric hospitals, is now focused on only the youth centers. A new administrator, whom Powell did not name, oversees the hospitals.

The Flatwater Free Press is Nebraska's first independent, nonprofit newsroom focused on investigations and feature stories that matter.

Harding celebrates after accepting GOP nomination in CD2

GRACE LEWIS
World-Herald Staff Writer

Omaha City Council Vice President Brinker Harding celebrated Tuesday night after accepting the GOP nomination for Congress in Nebraska's 2nd District.

Harding walked on stage at 9:10 p.m. to cheers and chants of "Brin-ker" from a crowd of supporters at the Scott Conference Center, where he announced his formal acceptance of the nomination.

Harding ran unopposed in the GOP primary after former state legislator Brett Lindstrom of Omaha dropped out of the race.

Harding will face either John Cavanaugh or Denise Powell in the general election. The two Democrats were locked in a close race Tuesday night that was too close to call at 9:40 p.m.

GOP Rep. Don Bacon, who's held the seat since 2017, is not running for reelection. Joe Biden in 2020 and Kamala Harris in 2024 carried the 2nd District in the last two presidential races, and national Democrats consider the seat a top pickup opportunity.

In his acceptance speech, Harding reflected on the American Dream and thanked his family for their support.

"Today is an important day, and this November's elections are crucial," Harding said. "Every day our conservative movement is defending radical left craziness and restoring normalcy."

Harding said this year's elections are not about conservative versus liberal or Republican versus Democrat.

"This November's

elections are about normal versus crazy," Harding said. "It's about common sense versus crazy."

"Today, it seems that too many in Congress forget what it's all about," he said. "Instead of pledging their lives, they stay there for life. Instead of pledging their fortunes, they make a fortune. Republicans in Nebraska and Washington are truly energized about this campaign, and they know that whoever the Democrats put up from their circus primary tonight, we will beat them come November."

LEGAL NOTICES

Legals

NOTICE

IN THE COUNTY COURT OF YORK COUNTY, NEBRASKA
Estate No. PR 26- 27
Estate of Eva M. Williams,
Deceased

Notice is hereby given that on MAY 1, 2026, in the County Court of York County, Nebraska, the Registrar issued a written statement of Informal Probate of the Will of said Decedent and that Randy Barnes, whose address is 1708 N. York Ave., York, NE 68467 and Garry Barnes, whose address is 8 Brookside, Vernon-Rockville, CT 06066, were informally appointed by the Registrar as Co-Personal Representative of the Estate.

Creditors of this Estate must file their claims with this Court on or before JULY 10, 2026, or be forever barred.

/s/
Clerk of the County Court
York County Court
510 N. Lincoln Avenue - 2nd
Floor York, NE 68467
(402) 362-4925

Ramzi J. Hynek (#23650)
Rembolt Ludtke LLP
1128 Lincoln Mall, Suite 300
Lincoln, NE 68508
(402) 475-5100
May 7, 14, 21, 2026
COL-NE-1601210

CITY OF YORK 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, May 21, 2026 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
May 14, 2026
COL-NE-1601012 ZNEZ

Ruhl Made LLC

NOTICE OF ORGANIZATION
Notice is hereby given that Ruhl Made LLC, a Nebraska Limited Liability Company, is organized under the laws of the State of Nebraska, with its principal office located at 611 N Beaver Ave York, NE.

The general nature of the business is to engage in any lawful business for which a limited liability company may be organized under the laws of Nebraska.

The Certificate of Organization was filed with the Nebraska Secretary of State on 04/20/2026.

Organizer: KORTNEY RUHL
May 7, 14, 21, 2026
COL-NE-1601211

Notice of Organization of Waterfall Holdings, LLC

Notice is hereby given that Waterfall Holdings, LLC, a Nebraska Limited Liability Company, has been organized under the laws of the state of Nebraska, with its initial designated office at 4621 Davey Road, Gresham, Nebraska 68367. The registered agent for service of process of the Company is Trenah J. Badger, 4621 Davey Road, Gresham, Nebraska 68367. The Certificate of Organization was filed with the Nebraska Secretary of State on April 23, 2026.
Waterfall Holdings, LLC
April 30, May 7, 14, 2026
COL-NE-1601197

Notice of Organization

Notice is hereby given that Platte River Remodeling LLC, a Nebraska Limited Liability Company, has been organized under the laws of the state of Nebraska, with its initial designated office at 22 Arbor Ct., York, NE 68467. The initial agent for service of process of the Company is Damir Gumerov, 22 Arbor Ct., York, NE 68467. The Company is solely owned. Nature of the Company is remodeling
April 30, May 7, 14, 2026
COL-NE-1601195

Legals

PUBLIC MEETING NOTICE

The Upper Big Blue Natural Resources District will hold the Board of Directors meeting on Thursday, May 21, 2026, at 7:00 p.m. in the NRD Administrative Office Building, 319 East 25th Street, York, Nebraska. The agenda, which is kept continually current, shall be readily available for public inspection at the same address, during normal business hours.

May 14, 2026
COL-NE-1601218

Denise Powell appears headed for victory in CD2

JOSH REYES
World-Herald Staff Writer

First-time candidate Denise Powell appears on her way to being the Democratic nominee in Nebraska's 2nd Congressional District, where a multimillion-dollar ad blitz helped put her in position to knock off State Sen. John Cavanaugh, the early polling frontrunner.

Official vote tallies showed Powell earning about 39% of votes to Cavanaugh's 37% early Wednesday morning. Election workers in Douglas County still have thousands of ballots left to count, and the Powell and Cavanaugh camps are both treating the race as undetermined.

The highly regarded election service Decision Desk HQ called the race for Powell at 10:47 p.m. Central time on Tuesday. The Associated Press, which also issues official projections, has not projected a winner. The World-Herald does not issue its own race projections.

A Powell campaign source told The World-Herald on Wednesday morning that the Powell campaign is confident that Powell is heading to victory but waiting for either an AP projection or a concession from Cavanaugh, neither of which had taken place as of 9:30 a.m.

The Republican National Committee, which is supporting GOP nominee Brinker Harding in the November general election, issued a statement Wednesday morning criticizing Powell and not mentioning Cavanaugh.

Preliminary vote tallies show Douglas County District Court Clerk Crystal Rhoades in third place with 14% of the vote, Navy veteran and former federal official Kishla Askins at 5.8%, and Melanie Williams, a progressive activist, is at 3.8%.

Powell acknowledged that there were still votes yet to be counted as she addressed supporters at a watch party at the University of Nebraska at Omaha's Thompson Alumni Center.

"We want this whole democratic process to work its way through, but we feel so good," she said.

Powell reiterated that sentiment in a statement on Wednesday afternoon.

"While we are still awaiting the final results of this primary, we are confident in our path to victory," she said. "We know this process takes time — but Democracy is worth fighting for."

Powell, a political action committee founder, called herself a "pissed off mom" and said she was the person to reign in chaos in Washington, D.C.

The mood became celebratory at Powell's party around 10:45 p.m. Tuesday night. Cheers erupted as the latest vote counts put Powell in the lead by nearly 2 percentage points.

Powell said she had written only one speech to give Tuesday night, because her message was the same whether she wins or loses.

"Thank you to all of you for being in my corner," she told supporters. "For showing up every day, on the hard days, on the fun days, thank you for all of it."

As she spoke to reporters just before midnight, Powell said the attention now shifts to the general race in November, whether she is "lucky to be the candidate" or not.

"It is time now to really build the biggest, broadest coalition we can," she said.

At an election party at Dundee's Underwood Bar, Cavanaugh thanked supporters and emphasized his commitment to the labor community, including striking Teamsters. He said he's running to "build that movement of people who will go to Washington and hold this administration accountable and bring real reform."

Cavanaugh's team said it would have no further comments Tuesday.

Powell launched her campaign more than a year ago. She had never run for



CHRIS MACHIAN PHOTOS, THE WORLD-HERALD

Denise Powell, right, a 2nd Congressional District candidate talks to the media at her polling place at the Omaha Community Playhouse, 6915 Cass St. in Omaha, on Tuesday, May 12, 2026. To the left is her husband, Hobson Powell.



State Sen. John Cavanaugh of Omaha speaks during a press conference at state Democratic headquarters 1102 S. 76th Ave. in Omaha, on Friday, April 3, 2026.

office and not served in a front-facing political position, but she proved over a year of campaigning that she is not a novice.

Powell's fundraising led the field through much of the past year.

She blasted the message throughout the district that losing the Cavanaugh's legislative seat to a Republican could have severe consequences. And in the last month, political action committees poured almost \$5 million into the district

to amplify that message and also promote Powell's campaign.

Cavanaugh fought back with ads calling Powell's financial support "dark money," leading a brutal last month of campaigning.

Powell looks poised to turn her attention to the general election. Rep. Don Bacon announced last year that he would not seek a sixth term in Congress, opening the floodgates for candidates. Ten different people filed paperwork to

run campaigns in CD2.

Seven of them made it to Tuesday.

Now only two appear to be left standing.

Republican nominee Brinker Harding has been able to spend recent months fundraising and saving cash. His campaign signs already pepper the district. He holds endorsements from nearly every prominent Nebraska Republican and President Donald Trump.

The general election is Nov. 3.

REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
May 7, 2026
5:30 PM

A meeting of the Mayor and City Council of the City of York, Nebraska, was convened in open and public session at 5:30 o'clock p.m. in the Council Chambers.

The Mayor announced that the Open Meetings Act was posted on the East Wall of the Council Chambers.

Mayor: Barry Redfern: Present. Councilmembers: Doreen Lopez: Present, Jeff McGregor: Present, Tony North: Present, 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, Public Works Director James Paul, Parks and Recreation Director Cheree Folts and City Clerk Amanda Ring.

Notice of this meeting was given in advance thereof by publication in the York News Times on April 30, 2026, 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 April 16, 2026 meeting. Ayes with a motion by Jerry Wilkinson and a second by Jeff Pieper. Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Doreen Lopez: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$2,836.57. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Doreen Lopez: Yea, Tony North: Abstain (With Conflict), Jennifer Sheppard: Yea, Stephen Postier: Yea.

Motion to approve the claim for Jeff Pieper of Pieper's Inc. in the amount of \$583.07. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Abstain (With Conflict), Jeff McGregor: Yea, Doreen Lopez: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Motion to approve the claim for Jeff Pieper of Pieper's Pottys in the amount of \$90.00. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Abstain (With Conflict), Jeff McGregor: Yea, Doreen Lopez: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Motion to approve the claim for Stephen Postier of the York County Development Corporation in the amount of \$9,061.75. Ayes with a motion by Jerry Wilkinson and a second by Jeff McGregor. Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Doreen Lopez: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Abstain (With Conflict).

Claims

Motion to approve the claims for April 17, 2026 through May 7, 2026. Ayes with a motion by Jerry Wilkinson and a second by Jeff McGregor. Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Doreen Lopez: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

City Administrator Report

Dr. Crawford reported to the Council that vandalism had taken place at the Harrison Park bathrooms. Through a Crime Stopper tip, the person(s) of interest had been apprehended.

Sargent Drilling – Rehabilitation of Two Wells

James shared that these two wells showed the biggest drop of inefficiency on the annual efficiency testing that's completed. Three had dropped, wells 04-01 and 82-2 were the two needing fixed this budget year. Next budget year, the third well will be rehabilitated. Dr. Crawford stated she believes it is in the City's best interest to waive the public bidding requirement and accept this proposal with Sargent Drilling for the rehabilitation of these wells.

Motion to approve two estimates from Sargent Drilling for two well rehabilitations totaling \$137,952.00 for the water department. Ayes with a motion by Tony North and a second by Scott Van Esch. Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Doreen Lopez: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Omaha Stage Equipment – Auditorium Stage Lights

Cheree stated this was the third project to be completed with the York County Visitor’s Bureau grant money. The gym floor and marquee were the other two projects already approved. This was put out to bid and this was the only bid that was received. She recommended approval.

Motion to approve the bid from Omaha Stage Equipment for York City Auditorium Stage Lights in the amount of \$54,825.00. Ayes with a motion by Scott Van Esch and a second by Jeff Pieper. Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Doreen Lopez: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Review of 911 Communications Budget for 2026-2027

Communications Director Mindy Gerken was unable to make the meeting. Dr. Crawford shared this was so the Council could review the budget and ask any questions. She shared that Chief Tjaden stated the budget looked good. There in an increase for staffing which is necessary. Council member North questioned the Office Equipment Repair line in the amount of \$14,000 and Council member Postier questioned the maintenance agreements line item. The Mayor stated that the Director would be invited again to answer any questions. Dr. Crawford encouraged questions to be sent to her so she could pass them along to Director Gerken.

Proclamation – National Day of Prayer 2026

Motion to approve the Proclamation for the National Day of Prayer 2026 for May 7, 2026. Ayes with a motion by Jeff Pieper and a second by Jerry Wilkinson. Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Doreen Lopez: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Public Hearing for Acquisition of Real Estate

The Mayor stated this was the time and place for a public hearing for the acquisition of a parcel of ground west of McDonald’s. This is a one acre parcel of ground that will provide green space around one side of the walk bridge coming with the new pedestrian trail. The purchase price is \$67,000. There was no other public comment.

Ordinance No. 2435 - authorize the acquisition of real estate by the City of York

ORDINANCE NO. 2435

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF REAL ESTATE BY THE CITY OF YORK AND TO ESTABLISH THE EFFECTIVE DATE OF THIS ORDINANCE.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2435. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third readings. Ayes with a motion by Tony North and a second by Doreen Lopez. Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Doreen Lopez: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Motion to approve Ordinance No. 2435 to authorize the purchase of real estate by the City of York. Ayes with a motion by Jennifer Sheppard and a second by Jerry Wilkinson. Jerry Wilkinson: Yea, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Doreen Lopez: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 5:52 p.m.

Amanda Ring, City Clerk

Barry Redfern, Mayor

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-00001	CITY OF YORK - WATER DEPT	1	14,481.47	N		
01-00010	GALE	1	148.50	N		
01-00120	JACKSON SERVICES INC	10	797.58	N		
01-00210	EAKES OFFICE PLUS	1	44.54	N		
01-00290	NORTH PRINTING & OFFICE S	10	2,420.06	N		
01-00300	BLACK HILLS ENERGY	1	192.21	N		
01-00340	BOUND TREE MEDICAL LLC	5	1,215.67	N		
01-00360	CITY OF YORK	1	37.18	N		
01-00370	CRESCENT ELECTRIC SUPPLY	1	713.55	N		
01-00400	BEAVER BEARINGCOMPANY	1	563.23	N		
01-00540	GLOBAL TECH, INC.	9	3,331.19	N		
01-00570	SUMMIT FIREPROTECTION	1	827.25	N		
01-00640	NEBRASKA PUBLIC POWER DIS	1	36,159.36	N		
01-00710	OVERLAND SAND & GRAVEL	2	12,717.31	N		
01-00750	PIEPERS INC	6	621.25	N		
01-00780	PRESTO X COMPANY	8	663.96	N		
01-00800	BURST, LLC	30	1,964.33	N		
01-01050	MICROFILM IMAGINGSYSTEMS	1	514.00	N		
01-01290	GRAND CENTRAL FOODS, INC.	11	310.02	N		
01-01330	JLC, INCORPORATED	1	25.46	N		
01-01350	PROTEX CENTRAL INC.	2	660.00	N		
01-01470	SERVI-TECH LABORATORIES	1	184.00	N		
01-01510	HACH CO.	1	606.23	N		
01-01840	CORNERSTONE BANK	1	5,489.62	N		
01-01980	SAHLING KENWORTH INC	1	525.53	N		
01-02010	YORK EQUIPMENT, INC.	1	28.55	N		
01-02060	NE DEPT OF ENVIRONMENT &	1	115.00	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-02230	MCCORMICK HEATING & AC	3	4,347.78	N		
01-02530	PEPSI COLA OF LINCOLN/ TO	3	2,435.60	N		
01-02560	COLEMAN OIL CO LLC	1	900.01	N		
01-02650	O'REILLY AUTO PARTS	1	6.20	N		
01-02680	SCHEMMER ASSOCIATES	2	7,144.92	N		
01-02850	NEWMAN TRAFFIC SIGNS	1	5,867.52	N		
01-04050	GALLS INCORPORATED	1	100.49	N		
01-04240	NE DEPT OF REVENUE	1	38.23	N		
01-04580	DEMCO	1	105.12	N		
01-04600	UNITED STATES POSTAL SERV	1	6,000.00	N		
01-05310	SAPP BROTHERS PETROLEUM,	1	4,721.60	N		
01-06160	DELL MARKETING L.P.	1	276.18	N		
01-06410	CASH-WA DISTRIBUTING	2	2,145.91	N		
01-06630	FASTENAL	1	39.17	N		
01-07280	JTE ENTERPRISES, LLC dba	1	675.00	Y		
01-08290	POLLARDWATER	2	1,449.19	N		
01-09090	WINDSTREAM	1	46.16	N		
01-09110	HY-TEC AUTO SERVICE	1	176.80	N		
01-09220	CENTRAL NEBRASKAREFRIGER	1	548.77	N		
01-1	MISCELLANEOUS VENDOR	3	989.48	N		
01-10110	BADGER METER INC	1	491.56	N		
01-10160	NE EMERGENCY MGMT AGENCY	1	460.00	N		
01-10840	TOTAL ADMINISTRATIVE SERV	1	324.24	N		
01-11160	ADAM BATTERTON	1	360.00	Y		
01-11190	MEAD LUMBER & RENTAL	2	28.68	N		
01-13960	DANKO EMERGENCYEQUIPMENT	1	8,071.91	N		
01-14020	OMAHA STAGE EQUIPMENT INC	1	27,412.52	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-14410	LINCOLN WINWATER WORKS	4	15,874.33	N		
01-14930	MIDWEST BANK	1	4,567.93	N		
01-15560	OMAHA TRUCK CENTER	5	1,096.17	N		
01-15710	CHRISTOPHER G. CRITEL	1	139.50	Y		
01-15940	MED-TECH RESOURCE INC	1	560.75	N		
01-16050	DAWSON ELECTRIC INC	1	226.25	N		
01-16900	AQUA-CHEM INC	6	15,429.98	N		
01-18350	METERING & TECHNOLOGY SOL	1	2,408.16	N		
01-19370	NE TECHNOLOGY & TELECOMMU	2	149.82	N		
01-19980	JEO CONSULTING GROUP INC.	1	1,837.50	N		
01-21860	GURNEY	1	2,321.71	N		
01-22050	HEAVY METAL SUPPLY CO	1	128.63	N		
01-24090	AXIA PAYMENTS	1	48.02	N		
01-24440	QUALITY SOUND & COMMUNICA	1	35.00	Y		
01-25100	NEBRASKA RURAL RADIO ASSO	3	2,053.00	N		
01-25530	SAM'S CLUB MC/SYNCB	1	13,632.51	N		
01-25730	MUNSTER TINT & VINYL LLC	1	120.00	N		
01-25870	YORK SPRINKLERSYSTEMS	1	1,976.08	N		
01-25890	VESSCO INC	1	2,015.97	N		
01-26010	SOARIN GROUP	2	1,794.50	N		
01-26080	AMGL, PC	1	475.00	N		
01-26770	MATT GEORGES	1	300.00	Y		
01-26990	PINNACLE BANK	1	19,255.97	N		
01-27110	SERVICE MASTER CLEANING &	2	2,109.84	N		
01-27210	MIDWEST AUTO PARTS INC.	15	932.39	N		
01-27460	ESSENTIAL SCREENS	1	25.79	N		
01-27510	KIESLER POLICE SUPPLY	1	4,325.00	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L 1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-27670	TODAY'S BUSINESS SOLUTION	1	592.20	N		
01-28080	FIRST NATIONALCOMPANY	1	1,000.00	N		
01-28510	LEE ENT ADVERTISING	2	2,524.82	N		
01-28540	AMAZON BUSINESS	31	3,069.80	N		
01-28740	AARON EDWARD ALVAREZ	1	75.00	Y		
01-29270	ALLO	2	284.53	N		
01-30160	MCLEAN BEEF INC	2	1,035.00	N		
01-30450	GOODYPOP	1	90.00	N		
01-31420	CONSTELLATION PAYMENT PRO	1	1,639.40	N		
01-31490	VESTIS	6	239.61	N		
01-31510	HD SUPPLY	2	2,029.09	N		
01-31580	FRONTLINE PUBLIC SAFETY S	1	4,410.00	Y		
01-32250	ISAAC BRIDGES	1	75.00	Y		
01-32400	BENCHMARK GOVERNMENTSOLU	1	55.80	Y		
01-32450	THE RETAIL COACH, LLC	1	10,000.00	N		
01-32710	BARRY SLATER, INC	2	2,000.00	N		
01-32720	EPWORKS LLC	1	2,140.21	N		
01-33000	1ST NE VOLUNTEERS BRASS B	1	300.00	N		
01-33060	SKYLINE PHARMACEUTICALS	1	924.26	N		
01-33170	PAYROC LLC	1	340.67	Y		
01-33260	LEOVATION LLC	1	1,990.00	Y		
01-33300	GREAT PLAINS PEST MANAGEM	1	100.00	N		
01-33700	BRANDON SKELTON	3	576.89	N		
01-33720	KCS HOSPITALITY INC	1	683.47	N		
01-33800	AIRGAS LLC	1	136.50	N		
01-33810	SIMPLI VERIFIED	2	204.90	Y		
01-33820	NE ASSOCIATION OF PROPERT	1	30.00	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L 1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-33870	YORK GENERAL HOSPITAL	2	298.00	N		
01-33880	TRICKL-EEZ IRRIGATION INC	1	3,417.59	N		
*** REPORT TOTALS ***						
		278	294,622.63			
		Payroll	213,849.92			
		Total	508,472.55			

DEPARTMENT REPORTS

April

2026

COMMUNITY CENTER
CONVENTION CENTER
FIRE

KILGORE MEMORIAL LIBRARY
POLICE
PUBLIC WORKS

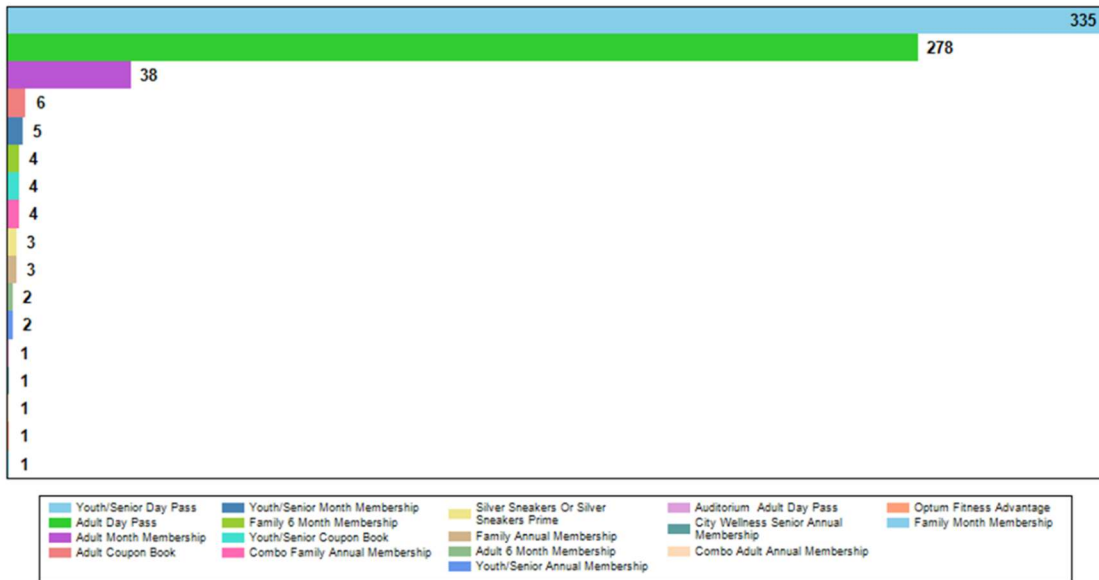
YORK PARKS & RECREATION – APRIL 2026

COMMUNITY CENTER

Total Income: \$22,051.20

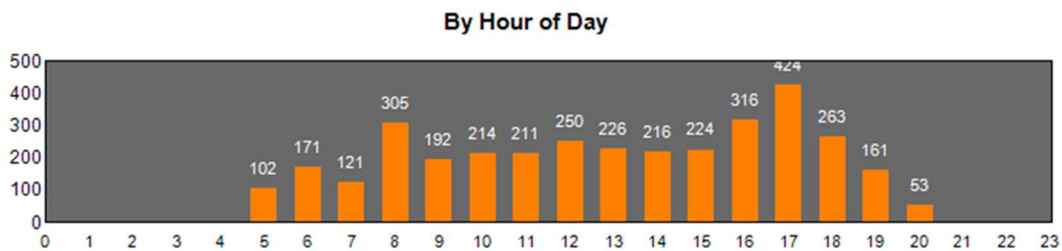
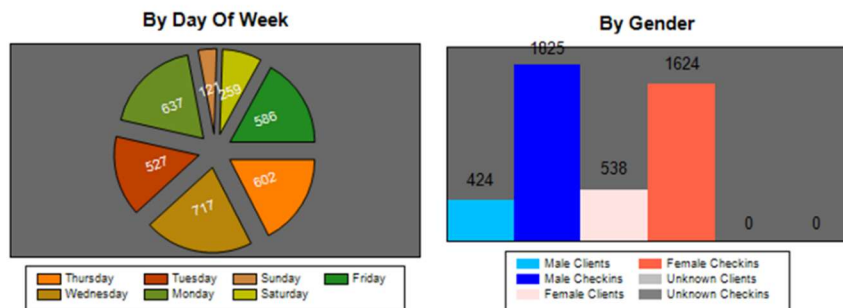
	CASH	CHECK	CREDIT	TOTAL	Center Admissions	Aud Admissions	Center Programs	Center Rentals	Aud Rentals	Miscellaneous
TOTALS	\$3,486.00	\$6,488.00	\$12,077.20	\$22,051.20	\$11,412.20	\$0.00	\$7,750.00	\$1,355.00	\$2,305.00	\$0.00

Total Memberships/Day Passes/Coupon Books Sold: 689



Attendance by York University Students: 750

Attendance Total by Membership: 3,449



YORK PARKS & RECREATION – APRIL 2026

BALLPARK COMPLEX

Total Income \$9,870.75

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Rental Fees	Player Fees	Sponsorships	RV Fees	Registration & Facility Fees	Miscellaneous
TOTALS	\$6,395.25	\$0.00	\$3,475.50	\$9,870.75	\$9,830.75	\$0.00	\$0.00	\$0.00	\$40.00	\$0.00	\$0.00

SOCCER COMPLEX

Total Income

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Rental Fees	Player Fees	Sponsorships	Miscellaneous
TOTALS	\$2,815.55	\$2,360.00	\$1,365.50	\$6,541.05	\$4,181.05	\$0.00	\$2,360.00	\$0.00	\$0.00

FAMILY AQUATIC CENTER

Total Income \$1,104.00

Total Concession Income \$0.00

	CASH	CHECK	CREDIT	FAC TOTAL	FAC Admissions	FAC Programs	Swim Team Fees	FAC Attendance		CASH	CHECK	CREDIT	FAC Concessions TOTAL
TOTALS	\$0.00	\$0.00	\$1,104.00	\$1,104.00	\$289.00	\$815.00	\$0.00	0	TOTALS	\$0.00	\$0.00	\$0.00	\$0.00

PARKS

Total Income \$5320.25

	CASH	CHECK	CREDIT	TOTAL	Park Rental Income	Levitt Concessions	Miller Concessions	Levitt Rental Income	Misc
TOTALS	\$2,726.00	\$250.00	\$2,344.25	\$5,320.25	\$0.00	\$4,901.75	\$168.50	\$250.00	\$0.00

FACILITY USAGE BY YPR LEAGUES AND PUBLIC RESERVATIONS

Auditorium Rental Days	26	Park Shelter Reservations	3	Ballpark Complex Field Usage	124
Auditorium YPR Program Usage	50	Park Tennis Court Reservations	5	Ballpark Complex Tournament Days	9
Auditorium Tournament Days	0	Park Volleyball Court Reservations	0	Ballpark Complex Batting Cage Usage	70
Community Center Rentals	22	Park YPR Program Usage	0	Levitt Field Usage	46
Community Center Programs	62	Family Aquatic Center	0	Levitt Batting Cage Usage	19
Soccer Complex Field Usage	203	Miller Park Field Usage	42	Levitt Rentals	0
*Field usage includes practices and games					

SUPPLY WORKS ORDERS BY DEPARTMENT

Water Department	\$0.00	Auditorium	\$633.35	City Shop	\$203.00
City Offices	\$57.44	Ballpark Complex	\$122.62	Soccer Complex	\$0.00
Police Dept	\$0.00	Airport	\$0.00	Museum	\$0.00
Fire Dept	\$298.61	FAC	\$0.00	Parks	\$640.88
Community Center	\$549.50	Library	\$216.77	Landfill	\$37.81
Total					\$2,759.98

NOTE: All Total Income figures are unofficial calculations.

April Department Report

Number of Events: 21

- Events held on 22 out of 30 days

Number of Guests: 2,000

Types of Events: Gala, Baby Fair, Fundraisers, Seminar, Workshop, Meetings, Training, Career Day

April was an exceptionally full and productive month at the Holthus Convention Center, and it reflects the strong coordination and effort across our entire team.

The Spring Minnekota Market welcomed regional stores and boutiques eager to connect and purchase fall inventory, while York High School's Prom created a memorable evening for local students. We were also proud to host the Apace Annual Symposium, drawing over 550 attendees for a day of celebration, this event ran smoothly thanks to careful planning and staff support, along with the York University Banquet celebrating student achievements.

The Annual Crossroads Junk & Vintage Market was another highlight, featuring more than 45 vendors and attracting over 600 visitors for a lively day of shopping. Additionally, the Bryan Health Conference brought professionals together for important discussions, and the month wrapped up with the Annual Flavors of York event, hosted by this year's Leadership York class, offering a delicious showcase of local tastes.

Thank you to all staff and leadership for your continued flexibility, professionalism, and teamwork in delivering consistent, high-quality events.

Terri Carlson | Director
Holthus Convention Center



York Fire Department Monthly Report – April 2026

The York Fire Department responded to 130 calls for service during April. Twelve of those calls were fire-related incidents, including:

- 1 instance of wetting down a load of bees that had broken down along I-80
- 1 instance of watering down renderings spilled on South Lincoln Avenue at David Drive
- 3 automatic fire alarms
- 1 power line down
- 5 outside fires
- 1 transformer explosion resulting in approximately \$25,000 in damage to the owner

The department also responded to 84 EMS 911 calls for service and completed 35 transfers from York County Hospital to larger hospitals for more specialized care.

Throughout the month, the department provided numerous tours to groups and individuals interested in seeing the new fire station. The department held its first monthly meeting on April 7, with food provided by Living Water Church. Personnel also toured Cornerstone Building Brands and participated in several work nights at the old fire station to prepare surplus items for a possible auction after other city departments have had an opportunity to review available items.

Training during the month focused heavily on the department's fire academy. The academy currently has seven volunteers enrolled, with completion anticipated by June 1. Additionally, two members attended live fire training near Grand Island. Career staff members have also been working on coursework for a Pediatric Emergency Prehospital Professionals class, which is expected to be completed soon.

Respectfully submitted,

Anthony Bestwick

York Fire Chief



KILGORE MEMORIAL LIBRARY

April 2026

Holli Duggan, Ed.D.
Director

Door Count
4,568

New Patrons
136

Top Makerspace Tool
3D Printer

Metric	Total
Additions to Physical Collection	280
Additions to E-Book Collection	367
Physical Item Circulation	5,997
E-Book Circulation	2,435
Program Attendance	793
Website Visits	730
Public Computer Uses	609

Insights

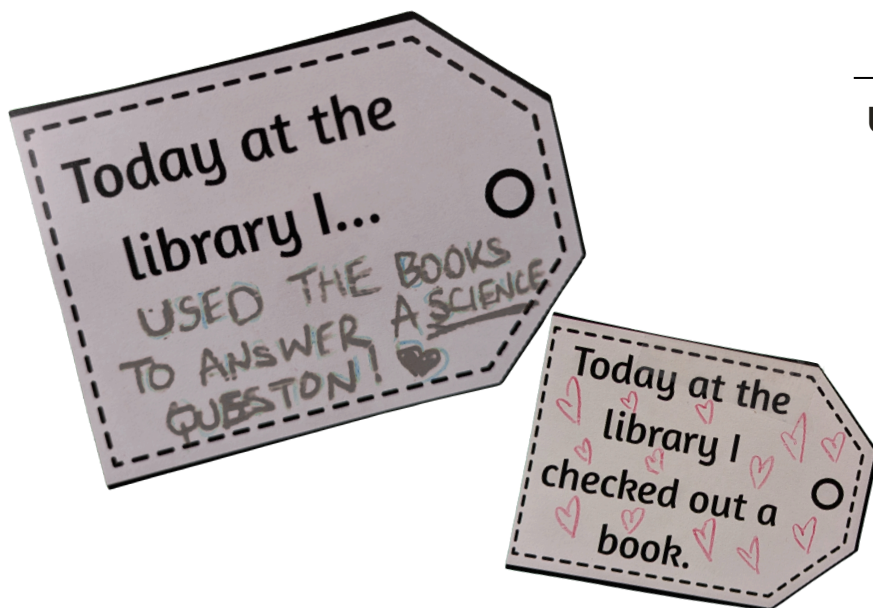
- The broken folding wall between our two meeting rooms was removed in preparation for our larger library programs and events coming up this Spring and Summer. The wall had broken in January. This leaves us with just one available meeting room for community and library programming use.

Highlights

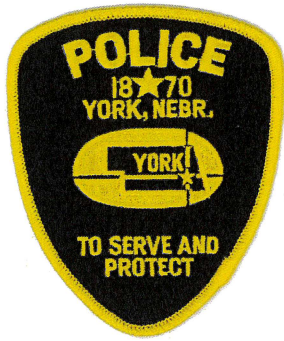
- The new Youth Advisory Board has started meeting every other week on Tuesday evenings.
- National Library Week was celebrated April 19th – 25th.
- This year's Summer Reading theme is "Unearth a Story"

Upcoming Programs

- May 11: Crafterhours – Painted Plant Pots
- May 30: Summer Reading Kickoff!
- Last sessions of Little Sprouts Create, LEGO Club, Mrs. B & Me, Wildcard Wednesdays, Library Lounge, Tween Book Club, and Pages to Projects as we transition to summer programming
- Adult Summer Reading: "Who Reads More on Highway 34" starts June 1st – July 31st



Two patrons on why they recently visited the library



York Police Department

315 North Grant Ave.
York, Nebraska 68467

Monthly Activity Summary Report April 2026

Total Calls for Service: 985

Types of Calls:

Accidents:	19
Adult/Child Abuse Investigations:	52
Alarms/Security Checks:	75
Animals:	51
Assaults:	15
Assist Outside Agencies:	10
Community Services:	96
Disturbances/Disorderly Conducts:	25
Health/Enumerations:	13
Larceny/Thefts:	28
Traffic:	132
Vandalism/Criminal Mischiefs:	9
Welfare/Mental Health	24

Enforcement Activity:

Criminal Arrest/Citations:	27
Traffic Citations:	50
Traffic Warnings:	227
Health Violations:	11

Miles Patrolled: 11,039

Additional Information:

Nationally, swatting calls continue to present a significant challenge for law enforcement agencies. A swatting call is a false report of a serious emergency designed to prompt an armed law enforcement response to a specific location. These dangerous hoaxes often target schools, consume substantial public resources, divert officers from legitimate emergencies, and have, in some cases, resulted in serious injuries or fatalities.

In response to this ongoing concern, our School Resource Officer met with York Public School staff to provide guidance on how to recognize and appropriately respond if they receive a suspected swatting call.



DEPARTMENT OF PUBLIC WORKS

MONTHLY REPORT

April — 2026

STREET DEPARTMENT

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

Street	73	Airport	0	Park	23	Fire	0
Police	2	Landfill	9	Wastewater	11	Water	24

The street sweeper operated 79 hours in April, during which time 205 miles were swept and 26 cubic yards of material were removed from the city streets.

Other major labor activities included:

Job	Hours
General maintenance	98
Shop cleaning	19
Property maintenance	80
Snow removal	32
Mowing/weed control	36
Tree/shrub maintenance	0
Sidewalk repair	0
Right-of-way maintenance	173
Gravel street/alley maintenance	49
Paved surface maintenance	249
Storm sewer repair	12
Traffic signing/signal installation/repair	79
Trash removal	24
Equipment services	42
TOTAL	893

PARK DEPARTMENT

Park personnel performed the following activities:

Job	Hours
Property maintenance	61
Mowing/weed control	221
Tree/shrub maintenance	123
Ball field maintenance	120
Playground equipment maintenance	0
Trash removal	39
General maintenance	22
Custodial	74
Building maintenance	1
TOTAL	661

FAMILY AQUATIC CENTER

Park personnel performed the following activities:

Job	Hours
Building maintenance	19
System maintenance	0
Property maintenance	14
Mowing/weed control	0
TOTAL	33

AUDITORIUM

Park/Street personnel performed the following activities:

Job	Hours
General maintenance	2
Building maintenance	0
Property maintenance	1
Mowing/weed control	0
Traffic sign install/repair	1
TOTAL	4

WASTEWATER TREATMENT PLANT

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

	Last Month	2026	2025	Units
Total flow	31,729,170	29,160,333	29,894,907	gallons
Average flow/day	1,023,522	972,011	996,497	gallons
Average flow/person	127.94	121.50	124.56	gallons
Grit and screenings to landfill	76.06	79.66	52.62	tons
Bio solids wasted	1.743958	1.311185	1.408076	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	191
Building maintenance	42
Sewer system maintenance	119
Property maintenance	73
One-call locates	17
Laboratory testing	83
Equipment maintenance	161
Sludge removal	13
Custodial	3
Mow/weed control	5
TOTAL	707

WATER DEPARTMENT

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

	Last Month	2026	2025	Unit
Total water pumped	27,777,000	42,181,000	33,167,000	gallons
Total water billed	16,875,361	27,012,045	22,137,083	gallons
Average use per day	896,032	1,360,677	1,069,903	gallons
Average use per person	112	170	134	gallons
Total electricity used	52,531	63,136	49,090	kW
Pumps yield	529	668	676	gallons/kW
Peak pumping date	31 st	21 st	30 th	
Peak amount	1,424,000	2,341,000	1,527,000	gallons

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

	2026	2025
Water bills	1845	1824
Sewer bills	1783	1774
New taps	0	1" – 12
Service leaks	2	0
Main leaks	0	0
Diggers Hotline calls	167	182

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	28
Distribution maintenance	344
Property maintenance	48
One-call locates	17
Meter reading	24
Final notice collection	0
Meter maintenance	0
Pump/well maintenance	0
General maintenance	2
Paved surface maintenance	6
New main install	101
TOTAL	570

SOLID WASTE RECEIVING CENTER AND LANDFILL

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

	2026		2025	
	Trips	Tons	Trips	Tons
Landfill	923	2655.19	1175	2447.81
C & D	7	193.43	235	766.89
Transfer Station	105	17.92	97	54.81
Brush Pile	104	29.64	276	125.32
Tire Pile	5	0	0	0
Metal Roll-off	0	0	0	0
Total	1144	2896.18	1783	3394.83

Revenue collected during April totaled \$196,845.00. The same period last year totaled \$208,054.29.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	188
Landfill Equipment	571
Wind screen & litter control	0
Recycling Act	0
General maintenance	27
Property maintenance	13
Equipment services	2
TOTAL	801

AIRPORT

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	77
Building maintenance	0
Mowing/weed control	0
TOTAL	77

LIBRARY

Public Works personnel performed the following activities:

Job	Hours
Building maintenance	14
Property maintenance	6
Mowing/weed control	4
General maintenance	19
TOTAL	43

SUMMARY BY DEPARTMENT

Department	Hours	Percentage	Full Time Equivalent
Street	893	24	5.6
Parks/Com Center/Aud/FAC	698	18	4.4
Landfill	801	21	5.0
Wastewater	707	19	4.4
Water	570	15	3.6
Airport	77	2	0.5
Library	43	1	0.3
TOTAL	3789	100	23.8

BUILDING INSPECTIONS AND PERMITS

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

Inspections:	2026	2025	Permits Issued:	2026	2025
Building	87	80	Building	36	27
Electrical	24	35	Electrical	8	9
Plumbing	11	18	Plumbing	0	6
Mechanical	16	13	Mechanical	7	7
Nuisance	5	3	Curb/Street	1	2
Total	143	149	Total	54	51

Thirty-six (36) permits were issued in April for a value of \$5,192,072.00, which brings the total for the year to \$9,617,689.00. (See attached.)

Permits of note issued:

• PTUSA York LLC	Industrial Building	\$1,400,000.00
• YDA Property LLC	Commercial Building	\$1,500,000.00
• Tom Fickenscher	Interior remodel	\$100,000.00
• Brewcrew Holdings LLC	Commercial Building	\$850,000.00
• 1640 LLC	Single Family Dwelling	\$268,000.00
• 1640 LLC	Single Family Dwelling	\$281,000.00
• Country Side Estates	Single Family Dwelling	\$320,000.00

Building Permits issued in April 2026*08-May-26*

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
Jesse/Janelle Vice	1807 N Platte Ave		Build garage	20,000.00
Remington Homes LLC	2002 E 17th St		Fence	8,494.00
PTUSA York LLC	2941 N Division Ave		Industrial building	1,400,000.00
Bethany Childers	320 S Blackburn Ave		Shed	400.00
Big Yellow LLC	121 E 6th St		Reroof	57,381.00
YDA Property LLC	302 E Nobes Rd	Lot 1, York Creekside 2nd Sub of Lot 2	New Commercial Building	1,500,000.00
Joseph McKenzie	400 N Lincoln Ave		Reroof	2,000.00
Jarrett Schnittker	1805 N Grant Ave		Reroof, siding	75,000.00
Brian/Kate Gralheer	1611 N Conner Ave		Interior remodel	50,000.00
Greamy LLC	125 E 10th St		Commercial remodel	4,000.00
Craig/Sandra Holthe	23 Eastridge Ave		Replace front step, driveway drain addition	5,150.00
Tom Fickenscher	1515 Raell Dr		Interior remodel	100,000.00
Joseph McKenzie	558 W 7th St		Reroof	1,000.00
Ernesto Rodriguez	204 N Grant Ave		Extend privacy fence	300.00
John Schriever	402 N Burlington Ave		Reroof	7,000.00
Perry Valcoure	1920 N Lincoln Ave		Fence	6,200.00
City of York	302 N Lincoln Ave		Replace curb, install sidewalks	5,000.00
Bethany Childers	320 S Blackburn Ave		Steel fence	8,000.00
Jessica Chohon	723 S Hutchins Ave		Fence	8,000.00
Brewcrew Holdings LLC	316 E Holoch St	Lot 1, Holthus Sub, 8th Add	New Commercial Building	850,000.00
Ken/Sarah Booth	2730 Enterprise Ave		Reroof	20,000.00
JCJ Properties LLC	216 W 16th St		Commercial building remodel	20,000.00

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
John/Suzanne Ellis	7 Arbor Hts		Remodel	30,000.00
Walmart Estate Business Trust	101 E David Dr		Remove carport in parking lot	16,566.00
Elena Bar	120 S Florida Ave		Egress window	4,500.00
Carolina Reyes	922 N Wisconsin Ave		Deck & pergola	8,000.00
Steve/Gail Maronde	1315 Rael Dr		Garden shed	2,000.00
Richard/Amy Meyer	302 N Iowa Ave		Foundation replacement	21,000.00
James/Brenda Corwin	1804 E 4th St		Siding, soffit, fascia	51,573.00
1640 LLC	1936 E 17th St	Lot 6, Blk 1, Shadow Brook Add	New Single Family Dwelling	268,000.00
1640 LLC	1917 E 17th St	Lot 3, Blk 2, Shadow Brook Add	New Single Family Dwelling	281,000.00
Kelly/Michelle Sinsel	205 S Delaware Ave		Fence	4,008.00
Country Side Estates	2517 E 15th St		Interior finish of existing basement	25,000.00
Country Side Estates	2633 E 15th St	Lot 8, Blk 1, Countryside Estates	New Single Family Dwelling	320,000.00
HyVee Inc	220 E Nobes Rd		Greenhouse	10,000.00
B & B on Sixth LLC	501 E 6th St		Install sprinkler system	2,500.00
				\$5,192,072.00
				Permits Issued: 36

CITY OF YORK
CASH BALANCES
for the Month of April 2026

Fund #	Fund	10/1/2025 Balance	Current Month Receipts	YTD Receipts	Current Month Disbursements	YTD Disbursements	Ending Balance
10-101	General	\$6,331,601.49	\$993,309.67	\$6,429,705.11	\$1,066,849.35	\$8,321,921.95	\$4,439,384.65
	American Rescue Plan Act	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10-102	Auditorium	\$0.00	\$18,316.58	\$135,087.81	\$20,369.71	\$212,289.13	(\$77,201.32)
10-103	Park	\$51,100.00	\$58,548.24	\$407,914.61	\$40,361.74	\$299,959.89	\$159,054.72
10-104	Police	\$49,856.00	\$273,052.15	\$1,963,679.93	\$283,965.25	\$1,851,532.44	\$162,003.49
10-105	Community Center	\$0.00	\$59,669.79	\$439,867.89	\$41,921.03	\$401,060.26	\$38,807.63
10-106	Aquatic Center	\$0.00	\$28,548.83	\$196,802.81	\$9,009.75	\$100,989.71	\$95,813.10
10-110	Senior Center	\$0.00	\$1,441.58	\$10,091.06	\$648.08	\$12,810.82	(\$2,719.76)
10-201	Convention Center	\$0.00	\$76,077.16	\$490,864.60	\$42,555.68	\$518,054.19	(\$27,189.59)
10-111	Ball Field	\$0.00	\$63,033.80	\$344,746.52	\$55,453.60	\$300,917.20	\$43,829.32
10-112	Museum	\$0.00	\$10,508.68	\$84,278.41	\$8,548.90	\$65,740.31	\$18,538.10
10-113	Soccer Complex	\$25,000.00	\$25,007.30	\$202,983.55	\$16,318.64	\$160,893.48	\$67,090.07
13	User Fees	\$31,132.48	\$2,360.00	\$2,690.00	\$9.51	\$2,153.56	\$31,668.92
22	Ambulance	\$55,488.64	\$165,817.70	\$1,323,108.75	\$220,154.85	\$1,253,219.79	\$125,377.60
22	Fire	\$0.00	\$58,616.50	\$410,315.50	\$96,639.52	\$514,958.85	(\$104,643.35)
23	Capital Projects Sinking	\$2,000,000.00	\$41,666.67	\$291,666.65	\$0.00	\$0.00	\$2,291,666.65
24	Library	\$0.00	\$76,870.97	\$550,881.89	\$55,866.82	\$463,743.79	\$87,138.10
14-000	General Capital-Non-Dept.	(\$49,399.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$49,399.00)
14-146	General Capital - Parks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14-147	General Capital - Ballpark	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14-148	General Capital - Soccer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14-149	General Capital - Levitt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14-221	General Cap - Ambulance	\$1,561,487.87	\$0.00	\$0.00	\$127,629.47	\$1,032,560.17	\$528,927.70
14-222	General Capital - Fire	\$1,561,487.99	\$0.00	\$0.00	\$127,628.31	\$1,032,558.74	\$528,929.25
General Balances		\$11,617,755.46	\$1,952,845.62	\$13,284,685.09	\$2,213,930.21	\$16,545,364.28	\$8,357,076.27
11	Keno	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	Aviation	\$54,501.68	\$50,644.45	\$457,280.62	\$58,808.11	\$284,960.55	\$226,821.75
31	Fire Pension	\$0.00	\$21,426.90	\$149,939.89	\$18,529.71	\$146,694.47	\$3,245.42
30	Police Pension	\$0.00	\$13,004.44	\$91,061.33	\$5,499.09	\$80,647.70	\$10,413.63
32	911 Surcharge	(\$1,573.22)	\$1,096.36	\$3,301.35	\$0.00	\$0.00	\$1,728.13
33	Health Insurance	\$1,754,146.60	\$156,736.12	\$1,145,496.99	\$104,156.83	\$1,346,146.86	\$1,553,496.73
Total Tax Funds		\$13,424,830.52	\$2,195,753.89	\$15,131,765.27	\$2,400,923.95	\$18,403,813.86	\$10,152,781.93
50	Street	\$1,394,141.86	\$214,349.49	\$1,583,263.37	\$109,740.87	\$1,888,715.36	\$1,088,689.87
70	Landfill-Cash & Invest	\$3,963,864.68	\$215,579.06	\$1,433,472.70	\$129,210.21	\$1,045,642.49	\$4,351,694.89
	Landfill-Operations	\$112,807.75	\$89,556.25	\$766,648.09	\$89,556.25	\$766,648.09	\$112,807.75
	Landfill-Debt Service	\$292,516.25	\$39,653.96	\$278,994.40	\$0.00	\$452,548.75	\$118,961.90
78	Old Landfill Closure	\$13,737.60	\$0.00	\$292.43	\$0.00	\$0.00	\$14,030.03
79	Landfill Post Closure	\$3,487,843.37	\$0.00	\$195,326.52	\$0.00	\$0.00	\$3,683,169.89
	C&D Site Closure/Post Closure	\$287,391.42	\$0.00	\$28,919.92	\$0.00	\$0.00	\$316,311.34
75	Landfill Construction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Non-Tax Funds		\$ 9,552,302.93	\$ 559,138.76	\$ 4,286,917.43	\$ 328,507.33	\$ 4,153,554.69	\$ 9,685,665.67
12	CDBG Repurpose Projects	\$133,043.76	\$0.00	\$0.00	\$0.00	\$107,835.85	\$25,207.91
12	CDBG Revolving Loan	(\$1,047.92)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,047.92)
12	Housing Grant - Federal Funds	\$141,502.41	\$52,498.09	\$198,285.88	\$52,468.09	\$262,224.46	\$77,563.83
12	Buy Rehab Sell	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	Creative District	\$26,750.61	\$4,368.62	\$20,524.08	\$493.00	\$11,867.60	\$35,407.09
60	Federal Proj (Blackburn Br))	\$140,259.52	\$1,339.91	\$199,534.95	\$0.00	\$0.00	\$339,794.47
60	Shadow Brook Project	(\$14,374.68)	\$0.00	\$0.00	\$0.00	\$0.00	(\$14,374.68)
60	Concrete Panel/Asphalt Proj	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19-192	Land Acq - Indust. Park	\$241,326.28	\$4,456.27	\$811,043.27	\$0.00	\$41,530.67	\$1,010,838.88
19-193	Land Acq - Right-of-ways	\$21,561.20	\$0.00	\$0.00	\$0.00	\$0.00	\$21,561.20
19-194	Land Acq - Parks	\$67,361.72	\$0.00	\$0.00	\$0.00	\$0.00	\$67,361.72
16	Total Bond Funds	\$690,871.21	\$79,654.81	\$555,145.66	\$0.00	\$914,166.25	\$331,850.62
40	Total TIF Funds	\$403,217.34	\$1,624.56	\$106,605.88	\$29,936.65	\$140,757.26	\$369,065.96
Total Misc. Funds		\$ 1,717,427.69	\$ 143,942.26	\$ 1,891,139.72	\$ 82,897.74	\$ 1,370,546.24	\$ 2,263,229.08
Total All Funds		\$ 24,694,561.14	\$ 2,898,834.91	\$ 21,309,822.42	\$ 2,812,329.02	\$ 23,927,914.79	\$ 22,101,676.68

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

\$1,444,905.13
\$6,623,040.51
\$10,226,967.90
\$40,396,590.22

City of York

LB 357 Funds Summary

	31-Mar-26	30-Apr-26
LB 357 Funds Allocation		
Cash Balance	\$17,217,471.91	\$16,547,858.59
Less: Quiet Zone	(\$1,504,475.21)	(\$1,504,475.21)
School-Owned Properties	(\$1,116,730.34)	(\$1,116,730.34)
Ball Field	(\$9,874,685.69)	(\$9,874,685.69)
City-Owned Properties	(\$2,597,062.22)	(\$2,597,062.22)
Creative District	(\$10,000.00)	(\$10,000.00)
Total Cash Available	\$2,114,518.45	\$1,444,905.13
Less Restricted Funds		
Debt Service	(\$960,703.74)	(\$324,554.78)
Debt Service Reserve	\$0.00	\$0.00
Total LB 357 Funds	\$1,153,814.71	\$1,120,350.35

City of York Public Works Summary

	31-Mar-26	30-Apr-26
Wastewater		
Cash Balance	\$6,360,617.36	\$6,623,040.51
Less: Construction Fund	<u>\$0.00</u>	<u>\$0.00</u>
 Total Cash Available	 \$6,360,617.36	 \$6,623,040.51
 Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	(\$362,989.91)	(\$483,986.54)
Debt Service Reserve	\$0.00	\$0.00
Renewal & Replacement	<u>\$0.00</u>	<u>\$0.00</u>
 Total Unrestricted Funds	 <u>\$5,997,627.45</u>	 <u>\$6,139,053.97</u>
 Water		
Cash Balance	\$9,084,777.29	\$8,843,793.16
Less: Construction Fund	(\$6,935.42)	(\$6,935.42)
Add: Farm Management Acct	<u>\$1,387,973.66</u>	<u>\$1,390,110.16</u>
 Total Cash Available	 \$10,465,815.53	 \$10,226,967.90
 Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	(\$332,062.48)	(\$392,021.59)
Debt Service Reserve	<u>(\$266,500.00)</u>	<u>(\$266,500.00)</u>
 Total Unrestricted Funds	 <u>\$9,867,253.05</u>	 <u>\$9,568,446.31</u>
 Landfill		
Cash Balance	\$8,470,952.99	\$8,596,975.80
Less: Construction Fund	<u>\$0.00</u>	<u>\$0.00</u>
 Total Cash Available	 \$8,470,952.99	 \$8,596,975.80
 Less Restricted Funds		
Operations	(\$112,807.75)	(\$112,807.75)
Debt Service	(\$79,307.94)	(\$118,961.90)
All Closure Funds	<u>(\$4,013,511.26)</u>	<u>(\$4,013,511.26)</u>
 Total Unrestricted Funds	 <u>\$4,265,326.04</u>	 <u>\$4,351,694.89</u>

City of York
for the Month of April 2026

Auditors Grouping	<u>Total Amount</u>	<u>Restricted or Assigned</u>	<u>Unrestricted</u>	<u>Notes</u>
10 General:				
General	\$4,439,384.65	43,744.90	\$4,395,639.75	Restricted - YCF (Parks, Museum, Police) & Police Memorial Fund
ARP Act \$	\$0.00	\$0.00	\$0.00	Restricted grant money
Senior Center	(\$2,719.76)		(\$2,719.76)	
Police	\$162,003.49	\$49,856.00	\$112,147.49	Restricted - Federal equitable sharing money
Community Center	\$38,807.63		\$38,807.63	
Park	\$159,054.72	\$51,100.00	\$107,954.72	Mincks Park splash pad donations & grants
Auditorium	(\$77,201.32)		(\$77,201.32)	
Convention Center	(\$27,189.59)		(\$27,189.59)	
Aquatic Center	\$95,813.10		\$95,813.10	
Ball Park	\$43,829.32		\$43,829.32	
Museum	\$18,538.10		\$18,538.10	
Soccer Complex	\$67,090.07	\$50,000.00	\$17,090.07	Lighting project
Total	\$4,917,410.41	\$194,700.90	\$4,722,709.51	
13 User Fees	\$31,668.92		\$31,668.92	
14 General Capital Projects	\$1,008,457.94	\$1,008,457.94		Bonded project - Fire Station
22 Fire/EMS	\$20,734.25	\$49,379.98	(\$28,645.73)	Restricted - York Community Foundation
24 Library	\$87,138.10		\$87,138.10	
30 Police Pension	\$10,413.63		\$10,413.63	
31 Fire Pension	\$3,245.42		\$3,245.42	
Total General	\$6,079,068.67	\$1,252,538.82	\$4,826,529.85	
50 Street	\$1,088,689.87	\$1,088,689.87		
20 Aviation	\$226,821.75	\$226,821.75		
16 Debt Service	\$331,850.62	\$331,850.62		
15 LB 357	\$1,444,905.13	\$1,444,905.13		
23 Capital Projects Sinking	\$2,291,666.65	\$2,291,666.65		
60 Capital Projects	\$325,419.79	\$325,419.79		
12 CDBG	\$101,723.82	\$101,723.82		
18 Creative District	\$35,407.09	\$35,407.09		
11 Kenos	\$0.00	\$0.00		
19 Sinking	\$1,099,761.80	\$1,099,761.80		
32 E911	\$1,728.13	\$1,728.13		
40 TIF	\$369,065.96	\$369,065.96		
Total Governmental	\$13,396,109.28	\$8,569,579.43	\$4,826,529.85	
70 Landfill:				
Landfill	\$4,351,694.89	1,351,061.00	\$3,000,633.89	Rate Stabilization per HDR
Landfill-Operations	\$112,807.75	\$112,807.75		Bond Requirements
Landfill-Debt Service	\$118,961.90	\$118,961.90		Bond Requirements
Old Landfill Closure	\$14,030.03	\$14,030.03		
Landfill Closure/Post	\$3,683,169.89	\$3,683,169.89		
C&D Site Closure/Post	\$316,311.34	\$316,311.34		
Construction	\$0.00		\$0.00	
Total Landfill	\$8,596,975.80	\$5,596,341.91	\$3,000,633.89	
80 Wastewater	\$6,623,040.51	\$483,986.54	\$6,139,053.97	Bond Requirements
90 Water	\$10,226,967.90	\$658,521.59	\$9,568,446.31	Bond Requirements
Total Enterprise	\$25,446,984.21	\$6,738,850.04	\$18,708,134.17	
33 Heath Insurance	\$1,553,496.73	\$1,553,496.73		Assigned for insurance claims needs
Total City	\$40,396,590.22	\$16,861,926.20	\$23,534,664.02	



Administrative Offices
P.O. Box 276
100 E. 4th Street
York, NE 68467

REQUEST FOR PROPOSALS FOR CENTRAL PARK FENCE

SUBMITTAL DUE DATE: May 11, 2026 @ 11:30am.

PROPOSALS MUST BE MAILED OR DELIVERED TO:

City of York, Attn: City Clerk
100 East 4th St., York NE 68476

Please mark your envelope "PROPOSAL FOR CENTRAL PARK FENCE"

EIN/SSN (Required) 76-0777254
Federal I.D. Number

COMPANY NAME American Fence Company of Lincoln Inc.

ADDRESS: 3301 North 35th Street

CITY/STATE/ZIP Lincoln, NE 68504

PHONE 402-467-2511

PRINTED NAME Connor Goode

AUTHORIZED SIGNATURE Connor Goode

TITLE Commercial Estimator EMAIL c.goode@america fence.com

Signature acknowledges that Proposer has read the bid documents thoroughly before submitting a proposal, will fulfill the obligations in accordance to the scope of work, terms and conditions and is submitting without collusion with any other individual firm. You must submit this page with an authorized signature.

ALL QUESTIONS MUST BE SUMMITTED BY EMAIL TO THE FOLLOWING PERSON:

Cheree Folts, cfolts@cityofyork.ne.gov

Questions must be submitted no later than May 7, 2026. Questions submitted after that date will not be considered.

BIDDERS MUST SUBMIT THIS PAGE WITH ANY PROPOSAL

AMERICAN FENCE COMPANY

Omaha Lincoln Des Moines Grand Island Sioux Falls Rochester Sioux City Cedar Rapids

3301 N 35th St		Lincoln, NE 68504		(402)467-2511		j.boettcher@americafence.com	
Salesman	Connor Goode	Phone	402-616-4035	Email	c.goode@americafence.com		
Date:	5/11/2026	Phone:		Fax:			
Customer Name:	City of York - Central Park Fence					Overall Length	Overall Height
Billing Address:	100 East 4th Street, York, NE 68467					102'	6'
Location of Job:	100 East 4th Street, York, NE 68467						
Cell Phone:	402-363-2630	Contact Name:	Cheree Folts			Fabric	Rail
		Contact E-Mail:	cfolts@cityofyork.ne.gov			Black Shadowbox	Aluminum Framework
		Billing E-mail:					
Specifications:						Dia. Line Post	Dia. Corner/End Post
Installation of 6' Tall Black Aluminum Shadowbox Slek Fence with Concrete Mow Strip						4" x 4"	4" x 4"
Furnish and Install Materials							
American Fence will furnish and install a 102' long straight line of 6' tall Black Aluminum Slek Fence with concrete mow strip on the East side of the South lot at the York City Hall for the Central Park Fence. This Slek Fence style is to be Shadowbox per City of York's RFP. No gates are included.						Dia. And Depth of Footing	Dia. And Depth of Footing
Fence posts are to be 4" x 4" x 9' long black aluminum posts. Each post will be set into the ground 3' deep in a concrete footing at no more than 6' on center. A 12" wide x 6" deep concrete mow strip will be installed around the posts and run the entire 102' of fence. This mow strip will have rebar reinforcement on both sides of the posts. Each panel will be constructed with black aluminum framework. Panels will fasten in between each post with black stainless-steel screws. Each panel will be infilled with the black aluminum "Shadowbox" style design. All material is to be powder coated black.						12" x 42"	12" x 42"
						Walk Gates	Drive gates
						None	None
						Dia. Walk Gate Post	Dia. Drive Gate Post
Total excluding tax (Form 17 required) is \$23,354.05						Notes and Exclusions:	
						1.) Unless otherwise noted, one mobilization is included for the installation of the fence.	
All leftover dirt from post holes and mow strip trench will be piled on site and will be hauled away by customer.						2.) Unless otherwise noted, block-out(s) in concrete/masonry for fence by others. No core drilling included.	
						3.) No permit, survey and/or staking included. Fence line to be staked by others.	
						4.) Unless otherwise noted, no removals, grading, grubbing and/or demolition included.	
						5.) Private utilities to be located by others. Fence line to be staked clear of utilities.	
						6.) Unless otherwise noted, no electrical wire, wiring, grounding, conduit and/or connections included.	
NOTE: NOT RESPONSIBLE FOR SPRINKLERS SYSTEMS. ESTIMATE GOOD FOR 10 DAYS.						7.) If project is bid as tax exempt, a valid NE Tax Exemption form MUST be received prior to AFC beginning any work.	
Note: Your project was estimated based on what we see. Objects below ground that interfere with your post installation will not be the responsibility of AFC such as your foundation, buried paving or pavers, roots, old fence footings, etc. Any adjustments additional materials, trips and labor will be at an additional expense.						8.) Customer agrees to complete AFC Scheduling Installation Project Checklist prior to AFC beginning work. Form available for review upon request.	
Please call Connor Goode at 402-616-4035 with any question							

Due to unprecedented steel price increases, contractor to pay for stored materials or provide for subsequent future price increases after award of contract. AFC will provide storage Accounts not paid within thirty days will be charged eighteen percent (18%) per annum.

REV: 4-1-19

We agree to provide the work in accordance with the information stated here in the amount of;

Authorized Signature: _____

Connor Goode

See Above
Date: 4/22/2026

On the back and or second page of this proposal are very important terms and conditions that we are requesting that you review. If you do not have these terms and conditions; do not execute and contact your sales rep. Upon your review, if you have any questions please contact us. After review and agreement, please sign below indicating that you have fully read, understood and agree with the terms and conditions stated above. **We impose a surcharge of 3% on all credit cards that is not greater than our cost of acceptance.**

Customer/Contractor Signature: _____

Date: _____

Please Provide a Billing E-mail: _____

AMERICAN FENCE COMPANY

Omaha

Lincoln

Des Moines

Grand Island

Sioux Falls

Rochester

Sioux City

Cedar Rapids

AmeriFence Corporation — Kansas City

Terms and Conditions

Customer assumes full responsibility for the location of property pins, staking of the fence and any inaccurately placed pins and/or stakes. Customer understands that American Fence Company has staked the fence based on the proposal and/or in consideration of existing utilities that may not reflect the actual location of customers property. Customer agrees to defend, hold harmless and indemnify American Fence Company from and against all claims, liabilities and expenses for trespass and other damage or loss arising out of the location of said fence. Customer hereby assumes full responsibility for the damage to any marked and unmarked underground utility, telephone, T.V., Cable or sprinkler system pipes. If the customer requests, agrees or allows American Fence Company from and against all claims, liabilities and expenses as a result of damage to these utilities and related property. If the contract price is not paid when due, the customer agrees to allow American Fence Company to trespass on to their property and remove the fence at the company's discretion. Furthermore, the customer agrees indemnify and hold harmless American Fence Company for any damage done to the property as a result of removal of the fence. All modifications shall be in writing and shall be affixed to the original bid. This agreement and any subsequent modification/s shall be contingent upon strikes, accidents, shortages or delays beyond the control of American Fence Company. Any time stated for installation is purely estimated. The customer agrees and accepts that American Fence Company will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by the customer. Any changes to the fence due to varying ground conditions are not the responsibility of American Fence Company. Customer to carry fire, tornado and other necessary insurance. This proposal cannot be withdrawn by the customer after acceptance of proposal. American Fence Company has the right to reject any bid. All legal and related fees accrued in an effort to collect on this account for whatever reason will be the responsibility of the customer. By signing this proposal, the customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, the customer is authorizing American Fence Company to complete the work. The customer is financially responsible for cancellation fees and cost of special-order materials in the event the customer elects to cancel the contract. Terms: 60% Down. Balance due on the date of completion. A service and handling charge of 5% per month – 60% annum will be applied to delinquent accounts past 10 days. We impose a surcharge of 3% on all credit cards that is not greater than our cost of acceptance.

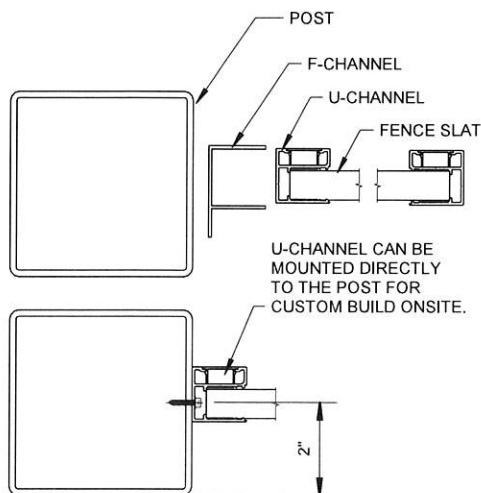
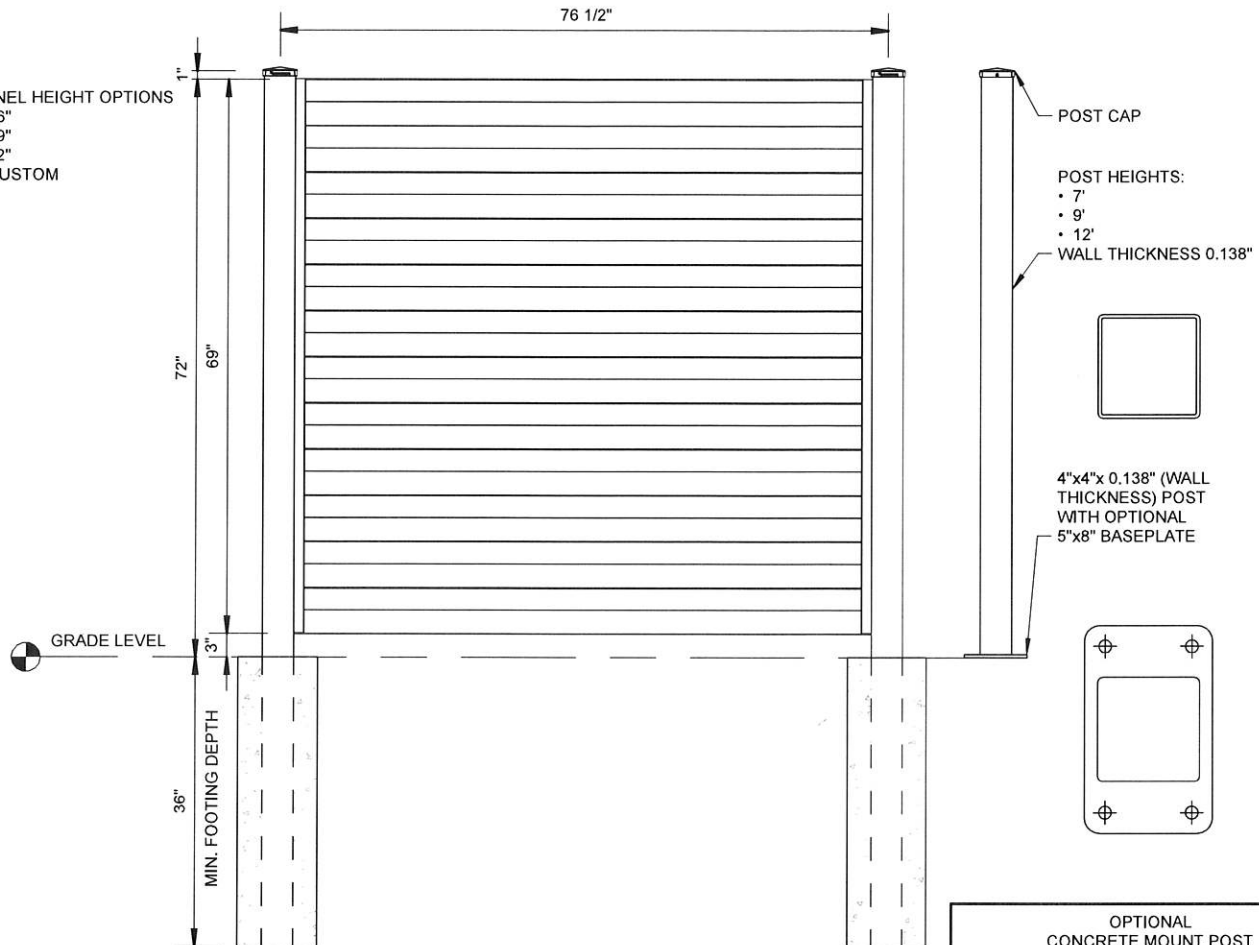
SLEEKFENCE™ ALUMINUM FENCE SYSTEM



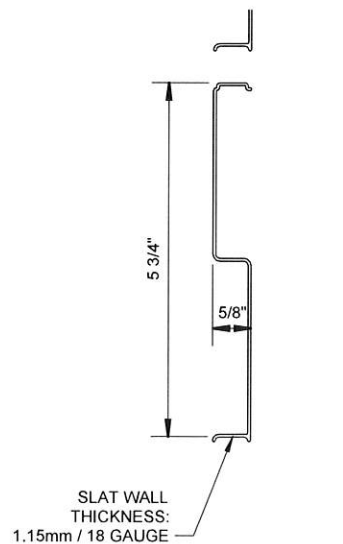
PLAN VIEW

PANEL HEIGHT OPTIONS

- 46"
- 69"
- 92"
- CUSTOM

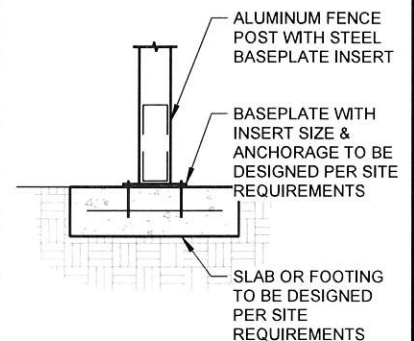


TOP VIEW

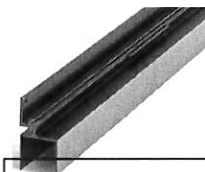


HORIZONTAL SLAT VIEW

OPTIONAL
CONCRETE MOUNT POST



ADJUSTABLE MOUNTING CHANNEL
FOR PANEL ATTACHMENT AT ANY ANGLE



DWG No: SD-SF-SB069072-001

STYLE: SHADOWBOX FENCE

ACTUAL PANEL DIMENSIONS:
72" WIDE BY 69" HIGH

FASTENERS: STAINLESS STEEL

SCALE: NTS

ALUMINUM: 6063-T6
HAS A HIGH RESISTANCE TO FRACTURE
AND FATIGUE AND IS VERY STRONG

POWDER COATING: QUALICOAT
LICENSED APPLICATOR



HIGH QUALITY PRE-ASSEMBLED PANEL FOR
RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USE

RATED FOR HURRICANE ZONES (HVHZ)
WIND RATINGS AND RESOURCES:
<https://www.sleekfence.com/learning-hub>

FIRE RATING: ASTM E84 Class A, NON-COMBUSTIBLE

SLEEKFENCE™

www.sleekfence.com

1 855-875-0855

support@sleekfence.com

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

078541

Sunset Bowl, Inc.

License #

Licensee Name/Non-Profit Organization

Event location name: Sunset Bowl

Event address/location: 1923 N. Lincoln Ave., York, NE 68467

Event date(s): 6/5/26

Event start time(s): 5:30pm

Event end time(s): 10:30 pm

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 80 X 100 (Must submit a diagram)

Estimated number of attendees: 150

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer X Wine X Distilled Spirits X

Event contact name: Lori Day Event contact phone number: (402) 362-9923

Event contact Email: sunsetbowl@sunsetbowlyorkne.com

*Signature Authorized Representative: Lori Day

Local Governing Body completes below:

The local governing body for the City of _____ OR
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

Cornhole League
June 5 - Aug. 7th

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION

301 CENTENNIAL MALL SOUTH

PO BOX 95046

LINCOLN, NE 68509-5046

PHONE: (402) 471-2571

FAX: (402) 471-2814

EMAIL: lcc.sdl.licensing@nebraska.gov

WEBSITE: www.lcc.nebraska.gov

078541

Sunset Bowl, Inc.

License #

Licensee Name/Non-Profit Organization

Event location name: **Sunset Bowl**

Event address/location: **1923 N. Lincoln Ave., York, NE 68467**

Event date(s): **6/12/26**

Event start time(s): **5:30pm**

Event end time(s): **10:30 pm**

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: **80** X **100** (Must submit a diagram)

Estimated number of attendees: **150**

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒

Event contact name: **Lori Day** Event contact phone number: **(402) 362-9923**

Event contact Email: **sunsetbowl@sunsetbowlyorkne.com**

*Signature Authorized Representative: *Lori Day*

Local Governing Body completes below:

The local governing body for the City of _____ OR
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

078541

Sunset Bowl, Inc.

License #

Licensee Name/Non-Profit Organization

Event location name: Sunset Bowl

Event address/location: 1923 N. Lincoln Ave., York, NE 68467

Event date(s): 6/19/26

Event start time(s): 5:30pm

Event end time(s): 10:30 pm

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 80 X 100 (Must submit a diagram)

Estimated number of attendees: 150

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer X Wine X Distilled Spirits X

Event contact name: Lori Day Event contact phone number: (402) 362-9923

Event contact Email: sunsetbowl@sunsetbowlyorkne.com

*Signature Authorized Representative: Lori Day

Local Governing Body completes below:

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County of _____ approves the issuance of a Special Designated License as
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078541

Sunset Bowl, Inc.

License #

Licensee Name/Non-Profit Organization

Event location name: **Sunset Bowl**

Event address/location: **1923 N. Lincoln Ave., York, NE 68467**

Event date(s): **6/26/26**

Event start time(s): **5:30pm**

Event end time(s): **10:30 pm**

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: **80** X **100** (Must submit a diagram)

Estimated number of attendees: **150**

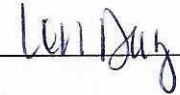
Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒

Event contact name: **Lori Day** Event contact phone number: **(402) 362-9923**

Event contact Email: **sunsetbowl@sunsetbowlyorkne.com**

*Signature Authorized Representative: 

Local Governing Body completes below:

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County of _____ approves the issuance of a Special Designated License as
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078541

Sunset Bowl, Inc.

License #

Licensee Name/Non-Profit Organization

Event location name: Sunset Bowl

Event address/location: 1923 N. Lincoln Ave., York, NE 68467

Event date(s): 7/3/26

Event start time(s): 5:30pm

Event end time(s): 10:30 pm

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 80 X 100 (Must submit a diagram)

Estimated number of attendees: 150

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer X Wine X Distilled Spirits X

Event contact name: Lori Day Event contact phone number: (402) 362-9923

Event contact Email: sunsetbowl@sunsetbowlyorkne.com

*Signature Authorized Representative: Lori Day

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Sunset Bowl, Inc.

License #

Licensee Name/Non-Profit Organization

Event location name: Sunset Bowl

Event address/location: 1923 N. Lincoln Ave., York, NE 68467

Event date(s): 7/10/26

Event start time(s): 5:30pm

Event end time(s): 10:30 pm

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 80 X 100 (Must submit a diagram)

Estimated number of attendees: 150

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer X Wine X Distilled Spirits X

Event contact name: Lori Day Event contact phone number: (402) 362-9923

Event contact Email: sunsetbowl@sunsetbowlyorkne.com

*Signature Authorized Representative: Lori Day

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County of _____ approves the issuance of a Special Designated License as
requested above.

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Date

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078541

Sunset Bowl, Inc.

License #

Licensee Name/Non-Profit Organization

Event location name: **Sunset Bowl**

Event address/location: **1923 N. Lincoln Ave., York, NE 68467**

Event date(s): **7/17/26**

Event start time(s): **5:30pm**

Event end time(s): **10:30 pm**

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: **80** X **100** (Must submit a diagram)

Estimated number of attendees: **150**

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒

Event contact name: **Lori Day** Event contact phone number: **(402) 362-9923**

Event contact Email: **sunsetbowl@sunsetbowlyorkne.com**

*Signature Authorized Representative: 

Local Governing Body completes below:

The local governing body for the City of _____ **OR**
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

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078541

Sunset Bowl, Inc.

License #

Licensee Name/Non-Profit Organization

Event location name: Sunset Bowl

Event address/location: 1923 N. Lincoln Ave., York, NE 68467

Event date(s): 7/24/26

Event start time(s): 5:30pm

Event end time(s): 10:30 pm

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 80 X 100 (Must submit a diagram)

Estimated number of attendees: 150

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer X Wine X Distilled Spirits X

Event contact name: Lori Day Event contact phone number: (402) 362-9923

Event contact Email: sunsetbowl@sunsetbowlyorkne.com

*Signature Authorized Representative: Lori Day

Local Governing Body completes below:

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County of _____ approves the issuance of a Special Designated License as
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Date

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078541

Sunset Bowl, Inc.

License #

Licensee Name/Non-Profit Organization

Event location name: **Sunset Bowl**

Event address/location: **1923 N. Lincoln Ave., York, NE 68467**

Event date(s): **7/31/26**

Event start time(s): **5:30pm**

Event end time(s): **10:30 pm**

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: **80** X **100** (Must submit a diagram)

Estimated number of attendees: **150**

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒

Event contact name: **Lori Day** Event contact phone number: **(402) 362-9923**

Event contact Email: **sunsetbowl@sunsetbowlyorkne.com**

*Signature Authorized Representative: *Lori Day*

Local Governing Body completes below:

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County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

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FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

078541

Sunset Bowl, Inc.

License #

Licensee Name/Non-Profit Organization

Event location name: Sunset Bowl

Event address/location: 1923 N. Lincoln Ave., York, NE 68467

Event date(s): 8/7/26

Event start time(s): 5:30pm

Event end time(s): 10:30 pm

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 80 X 100 (Must submit a diagram)

Estimated number of attendees: 150

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer X Wine X Distilled Spirits X

Event contact name: Lori Day Event contact phone number: (402) 362-9923

Event contact Email: sunsetbowl@sunsetbowlyorkne.com

*Signature Authorized Representative: Lori Day

Local Governing Body completes below:

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County of _____ approves the issuance of a Special Designated License as
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Local Governing Body Authorized Signature

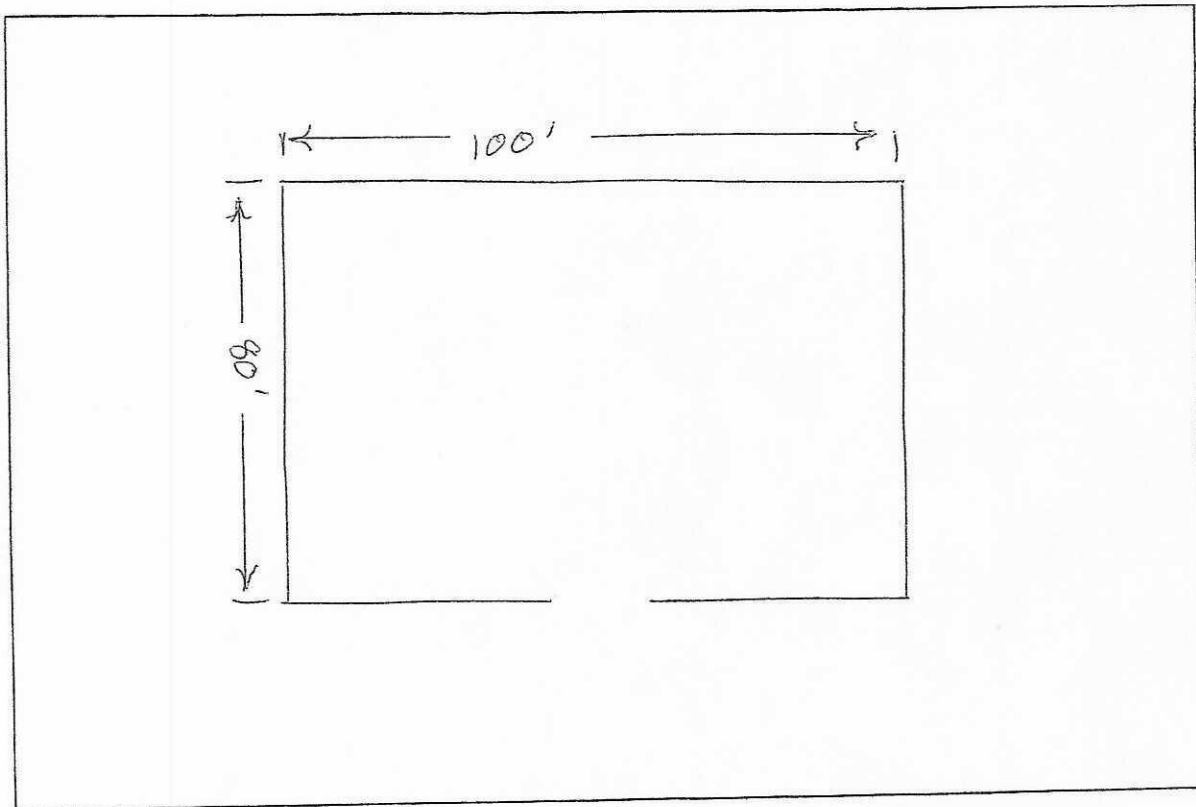
Date

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Area will be Fenced - Id's checked @ entrance
Armbands used

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:

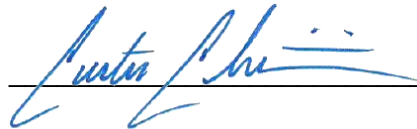


FEDERAL AND OLSSON'S GENERAL PROVISIONS. The Sponsor and Olsson acknowledge that they have reviewed the Federal Contract Provisions Attachment, Olsson's General Provisions and any Exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by this reference. In the event of a conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by Olsson, the requirements of the General Provisions shall take precedence.

EQUAL OPPORTUNITY EMPLOYER. Olsson and Sub-Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, with copies to be filed with the Nebraska Department of Transportation – Aeronautics Division and the Federal Aviation Administration.

OLSSON, INC.
P.O. Box 84608
Lincoln, NE 68501



Executed by Olsson on this 15th day of May, 2026.

By signing below, you acknowledge that you have full authority to bind the Sponsor to the terms of the Agreement. If you accept the terms set forth herein, please sign.

CITY OF YORK
100 E 4TH Street
York, NE 68467

ATTEST

Title

Executed by the Sponsor on this _____ day of _____, 2026.

**Airport Improvement Program (AIP) Project No. 3-31-0104-020/021
Olsson Project No. 025-03070**

York Municipal Airport

Project Description (the "Project")

1. Reconstruct Runway 17/35 (Existing 5,900' x 100' – Proposed 5,600' x 75')
2. Remove Existing Taxiway A1 and Relocate to Proposed ALP Location to Runway 35 End.
3. Reconstruct Existing Taxiway A5 and Turnaround to the Runway 17 End and Connecting Turnaround to Existing Parallel Taxiway.
4. Partial Reconstruction of Taxiway A2, A3, and A4.
 - a. Reconstruction limits of proposed connecting taxiways will be to the Runway Object Free Zone (ROFZ).
5. Install Edge Drains Along Edges of Runway 17/35 and Reconstructed Areas of Taxiways.
6. Install New Runway Lights (MIRL)
7. Relocate and Install New Taxiway Lights (MITL) and Guidance Signs for these Locations:
 - a. Connecting Taxiway A1
 - b. Parallel Taxiway between Taxiway A1 and A2
 - c. Connecting Taxiway A2
 - d. Connecting Taxiway A3
 - e. Connecting Taxiway A4
 - f. Parallel Taxiway between Taxiway A4 and A5
 - g. Connecting Taxiway A 5
8. Remove and Install New PAPIs to Both Runway 17 and Runway 35.
9. Remove and Install New REILs to Both Runway 17 and Runway 35.
10. Remove and Install New Regulator to Runway 17/35 and Install New Electrical Equipment within the Electrical Vault.
11. Regrade Runway Object Free Areas of Reconstructed Pavement Areas.

THIS AGREEMENT is made and entered into by and between the consulting firm of Olsson, Inc. of Lincoln, Nebraska hereinafter called "Olsson" and the City of York, Nebraska, hereinafter called the "Sponsor" or "Client".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to engage Olsson to provide the services described in Sections 2 through 6 (Olsson's "Scope of Services") for the Project.

Curtis Christianson, P.E. will represent Olsson as Project Manager in the performance of this Agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for coordinating all activities necessary to complete the Project.

Olsson will provide equipment and personnel necessary to complete the Scope of Services,

except as otherwise provided. Olsson shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys, and other items furnished by Olsson as part of this Agreement.

Olsson agrees to provide its Scope of Services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope. This Agreement creates no other representation, warranty, or guarantee, express or implied.

Sponsor warrants that it has the authority to authorize Olsson to enter onto the Project property and any adjacent property as necessary for Olsson to perform its Scope of Services.

SECTION 2: DESIGN PHASE

- a. Project management and coordination. Coordinate with the Sponsor, the Nebraska Department of Transportation – Aeronautics Division (NDOT) and the Federal Aviation Administration (FAA) to provide information on developments and decisions that are made concerning the project.
- b. Conduct a project kickoff meeting via teleconference with the Sponsor, NDOT and FAA in accordance with AIP Sponsor Guide No. 910 *Predesign Conference*. Olsson shall prepare an agenda, exhibits of project area, as necessary, and a summary of the meeting that highlights critical project issues.
- c. Finalize design criteria in accordance with FAA Advisory Circulars ARC and TDG. Submit a preliminary pavement layout and brief explanation of the layout. Coordinate with FAA and NDOT to ensure acceptance.
- d. Review and finalize previous geotechnical investigation completed under AIP 3-31-0104-018. Coordinate additional geotechnical investigation of existing pavement and soils. Additional geotechnical investigation will include the completion of the Falling Weight Deflectometer (FWD) testing. Geotechnical investigation will be coordinated by Olsson. See Section 6 Special Services for the design testing services.
- e. Conduct field assessment of the existing site and pavement and lighting conditions (“Field Assessment”). One project engineer and one technician shall conduct the on-site investigation. Take photographs of the project area and any typical distresses observed. Such Field Assessment is limited to visual observation of the site as it exists at the time of the observation. Field Assessment does not constitute exhaustive investigation and does not constitute any warranty or guarantee of any type that the site is suitable for the Project. Olsson is not responsible for identifying any concealed or latent defects that may be present at the site. Sponsor shall furnish the best obtainable information of which it is aware or could reasonably be aware of, as to surface and subsurface conditions through the exercise of reasonable diligence.
- f. Utilize topographic survey completed under separate grant. This included the completion of topography survey, pavement elevations and location survey, and other existing features as needed. Previous survey was tied to NAVD 88 control points. The survey was not completed in accordance with FAA Advisory Circular 150/5300-18B.

- g. Conduct survey for PAPI Siting in accordance with FAA Engineering Brief 95 the PAPI to Runway 17 and Runway 35 End. All surveys will be tied to NAVD 88 control points. The survey will not be in accordance with FAA Advisory Circular 150/5300-18B.
- h. Evaluate the existing electrical system, including one separate site visit by an electrical engineer. Prepare preliminary and final design of new electrical system. New electrical system is anticipated to include:
 - (1) Upgrade of electrical panels, controls, and regulators within existing electrical vault.
 - (2) New electrical service, and control panels for PAPI-2L and REILs to Runway 17 and Runway 35.
- i. Coordinate with utility companies that have lines crossing the project site and determine their requirements.
- j. Pavement Design:
 - (1) Research Pavement History
 - (2) Compile aircraft traffic data
 - (3) Develop 3 pavement design alternatives
 - i. Option 1: Rubblize existing pavement and overlay with concrete.
 - ii. Option 2: Reconstruct runway utilizing concrete.
 - iii. Option 3: Reconstruct runway utilizing asphalt.
 - (4) Perform pavement designs using FAA Advisory Circulars and/or pavement design software
 - (5) Prepare life cycle cost analyses for each pavement design
- k. Develop preliminary layouts for runway, crosswind runway, connecting taxiways and turnaround configuration.
 - (1) Analyze each option noted above within Item J.
 - (2) Prepare preliminary estimates, for each option noted above within Item J., of grading, paving, and lighting to aid in the analysis of each option.
- l. Develop preliminary longitudinal profiles for Runway 17/35, Runway 5/23, and connecting taxiways A1 – A5.
- m. Develop preliminary layouts and locations for Runway 17/35 lights, Taxiway A and A1-A5 lights, PAPIs and REILs to both Runway 17 and Runway 35. Determine the impact of each pavement design on the existing and ultimate electrical and lighting configurations.
- n. Review and evaluate grading and prepare grading plans for each of the proposed options noted within Item J.
- o. Develop preliminary Construction Safety & Phasing Plan (CSPP) for each of the proposed options noted within Item J.
- p. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor, NDOT and FAA.
- q. Present the preliminary results and recommendations at a meeting at the Sponsor's location and via teleconference with the FAA and NDOT. Incorporate applicable comments into the final plans, specifications, and design report.

- r. Submit results of items noted above within 120 days of the date that the Sponsor executed the Agreement. Provide one printed copy to the Sponsor and one electronic copy to FAA. The report shall include, at a minimum, the following items in accordance with AIP Sponsor Guide No. 920 *Engineering Report*.
- General Scope of Project
 - Photographs of the Existing Site
 - Design Standards
 - Site Conditions and Drainage
 - Pavement Design Options
 - Pavement Layouts
 - Lighting Impacts
 - Predesign Meeting Minutes
 - Preliminary Engineer's Estimate
 - Engineer's Recommendations
- s. Meet with the Sponsor to review FAA comments regarding the preliminary results. Incorporate applicable comments into the final plans, specifications, and design report.
- t. Complete final plan and profiles and final pavement, lighting, and electrical configurations.
- u. Complete final Construction Safety & Phasing Plan (CSPP).
- v. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP) and engineer's design report. Olsson shall use FAA Advisory Circular (AC) 150/5370-10, *Standards for Specifying Construction of Airports* and shall follow the AIP Sponsor Guides listed below (current as of the date that Olsson executed the Agreement).
- (1) Guide No. 920 – Engineering Report
 - (2) Guide No. 930 – Plans and Specifications
 - (3) Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
 - (4) Guide No. 950 – Sponsor Modifications of FAA Standards
 - (5) Guide No. 960 – Operation Safety on Airports
- w. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the PAPIs and REILs and of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes and construction limit boundaries for each phase. Submittals will include detailed exhibits.
- x. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor, NDOT and FAA.
- y. Submit plans, specifications, contract documents and engineer's design report for review within 120 days of the receipt of all review comments. Provide copies as listed in the table below.

90 PERCENT SUBMITTAL			
	Contract Documents & Specifications	Engineer's Design Report	Plans
Sponsor	1 Printed Copy & Electronic	1 Printed Copy & Electronic	1 Half-Size Set & Electronic
NDOT	Electronic	Electronic	Electronic
FAA	Electronic	Electronic	Electronic

- z. Conduct a plan-in-hand review meeting on-site with the Sponsor.
- aa. Revise and submit plans, specifications, contract documents and engineer's design report within 30 days of receipt of comments from the Sponsor, NDOT and FAA. Provide a written response to each comment. Provide copies as listed in the table below.

FINAL SUBMITTAL				
	Contract Documents & Specifications	Engineer's Design Report	Plans	Response to Comments
Sponsor	1 Printed Copy & Electronic	1 Printed Copy & Electronic	1 Half-Size Set & Electronic	1 Printed Copy & Electronic
NDOT	Electronic	Electronic	Electronic	Electronic
FAA	Electronic	Electronic	Electronic	Electronic

Olsson will affix the seal of a registered Professional Engineer licensed to practice in the State of Nebraska to the construction plans and specification/contract bound volume. The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement are instruments of service and shall remain Olsson's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. Olsson will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

SECTION 3: BIDDING PHASE

Upon receipt of the FAA's and Sponsor's authorization, Olsson will provide the following services to assist the Sponsor in advertising and securing bids.

- a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Olsson. Olsson shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.
- b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a plan holders list.
- c. Conduct a pre-bid conference at the airport. Prepare minutes of the meeting and distribute to all attendees.
- d. Answer questions raised during the bidding process.
- e. Issue addenda as required.
- f. Attend the bid opening at the Sponsor's location.

- g. Tabulate and analyze bid results.
- h. Review bidders' qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.
- i. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:
 - 1. Bid date
 - 2. Summarized bid table
 - 3. Evaluation of unit price extensions and total base bid, including an error check
 - 4. Addendums and acknowledgements
 - 5. Additional insured cost if any
 - 6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any) review for compliance with Sponsor's DBE program requirements
 - 7. Buy American compliance
 - 8. Confirmation of bidder's signature on proposal form
 - 9. Bid guarantee
 - 10. Pre-qualification requirements
 - 11. Pre-bid meeting (if any)
 - 12. Review of qualifications
 - 13. Debarment list verification
 - 14. Recommendation of award
- j. Conduct one meeting to present bids to the Sponsor (City Council – City of York, NE).
- k. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*, except that the Sponsor Certification will be prepared and submitted by the NDOT.
- l. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to NDOT, Sponsor, and Contractor. **Provide an electronic copy of the construction contract to the FAA, NDOT and Sponsor.**

This phase will be considered complete when the executed construction contracts have been approved by the Sponsor, NDOT and FAA. Re-advertising, if necessary, will be negotiated under an amendment to this Agreement.

SECTION 4: CONSTRUCTION PHASE

Not Included – may be added by Amendment at a future date

SECTION 5: CLOSE OUT

Not Included – may be added by Amendment at a future date

SECTION 6: SPECIAL SERVICES

- A. Falling Weight Deflectometer:** Olsson/SME (subconsultant) will conduct the falling weight deflectometer testing.

- (1) Provide project management and coordination efforts with the airport and subconsultant to coordinate the completion of the falling weight deflectometer testing.
- (2) Falling Weight Deflectometer:
 - i. Up to 8 passes along Runway 17/35 (5,900' x 100') with the Falling Weight Deflectometer to provide alternate pavement, base, and subgrade structural condition.
- (3) Provide test results on the findings of the falling weight deflectometer and geotechnical recommendations on the applicability of the rubblization
- (4) Review and analyze the test results and amend previous geotechnical report to provide guidance on the potential implementation of rubblization of the existing concrete pavement in place as a potential option of reconstruction.

See Exhibit E1 for a list of the anticipated tests and services

B. Photogrammetry & Airports – GIS Services: Olsson/Martinez Geospatial (MTZ - subconsultant) will complete the required GIS Services for the reconstruction of a Runway 17/35.

- (1) Provide project management and coordination efforts with the airport and subconsultant to coordinate the completion of the AGIS survey requirements.
- (2) AGIS Services - The main objective of this effort will be to fulfill the FAA-AGIS Design-Phase data-collection requirements for runway projects involving a runway geometry change. An AGIS Design/As-Built Project-Type will be required for this project. All survey and photogrammetry work will be accomplished in accordance with the following Advisory Circulars:
 1. AC 150/5300-16B
 2. AC 150/5300-17C
 3. AC 150/5300-18B
 - i. Complete Statement of Work Report for Airports-GIS approval.
 - ii. Complete Aerial Photography Acquisition Report for Airports-GIS approval.
 - iii. Comprehensive FAA Airports-GIS Shapefile Deliverable, consisting of:
 1. Airports Airspace Analysis Data
 2. Runway Data (Design)
 3. Navaid Data (Design)
 4. Airfield Geometry (Design)

See Exhibit E2 for a list of the anticipated tests and services

SECTION 7: FEES AND CHARGES

The Sponsor shall pay Olsson for the services described in this Agreement as follows:

Section 2: Design Phase. Payment for the items included in Section 2, Design Phase, shall be the lump sum of \$300,900.00 shown on Exhibit A, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed, except that 10% of the payment will be withheld until the plans and specifications are approved.

Section 4: Bidding Phase. Payment for the items included in Section 4, Bidding Phase shall be the lump sum of \$19,100.00 shown on Exhibit B attached and made a part hereto. Payment shall

be due monthly based on the percentage of work completed, except that 10% of the payment will be withheld until all executed contract documents are received by the Sponsor, NDOT and FAA.

Section 6: Special Services – Geotechnical Design Phase. Payment for the items included in Section 7, Special Services – Geotechnical Design Phase shall be the lump sum of \$35,400.00 shown on Exhibit E1 attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed, except that 10% of the payment will be withheld until all executed contract documents are received by the Sponsor, NDOT and FAA.

Section 6: Special Services – Photogrammetry & Airports – GIS Services Phase. Payment for the items included in Section 7, Special Services – Geotechnical Design Phase shall be the lump sum of \$24,500.00 shown on Exhibit E2 attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed, except that 10% of the payment will be withheld until all executed contract documents are received by the Sponsor, NDOT and FAA.

Adjustments to Fees and Charges. If additional services are requested by the Sponsor during the course of this Agreement, an amendment will be negotiated to cover the added scope, fees, and charges. If circumstances beyond the control of Olsson require more than 18 months from the date that Olsson executed the Agreement to complete the work specified herein, an amendment to this Agreement will be negotiated to cover the increase in Olsson's standard rates for services yet to be provided. All amendments are subject to the same approvals as this Agreement.

CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS. Olsson certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;
2. The specifications for equipment will not be proprietary or written so as to restrict competition;
3. The development included in the plans is depicted on an airport layout plan approved by FAA;
4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;
5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;
6. A value engineering clause will not be incorporated into the contract without FAA concurrence;
7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding;
8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.

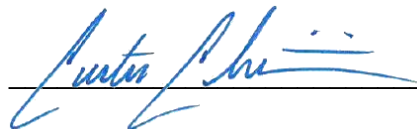
APPROVALS. It is understood and agreed that this Agreement and any amendments are subject to approval by NDOT and FAA before any state or federal funds are obligated.

FEDERAL AND OLSSON'S GENERAL PROVISIONS. The Sponsor and Olsson acknowledge that they have reviewed the Federal Contract Provisions Attachment, Olsson's General Provisions and any Exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by this reference. In the event of a conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by Olsson, the requirements of the General Provisions shall take precedence.

EQUAL OPPORTUNITY EMPLOYER. Olsson and Sub-Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, with copies to be filed with the Nebraska Department of Transportation – Aeronautics Division and the Federal Aviation Administration.

OLSSON, INC.
P.O. Box 84608
Lincoln, NE 68501



Executed by Olsson on this 15th day of May, 2026.

By signing below, you acknowledge that you have full authority to bind the Sponsor to the terms of the Agreement. If you accept the terms set forth herein, please sign.

CITY OF YORK
100 E 4TH Street
York, NE 68467

ATTEST

Title

Executed by the Sponsor on this _____ day of _____, 2026.

EXHIBIT A
DESIGN PHASE
York Municipal Airport 3-31-0104-020/021

1. Direct Salary Costs

<u>Title</u>	<u>Total Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Principal / Team Leader	0.0	\$92.30	\$0.00
Senior Engineer	213.0	\$76.50	\$16,294.50
Project Engineer	182.0	\$65.10	\$11,848.20
Design Manager	270.0	\$55.30	\$14,931.00
Associate Engineer	381.0	\$45.40	\$17,297.40
Assistant Engineer	484.0	\$41.00	\$19,844.00
Registered Surveyor	8.0	\$71.50	\$572.00
Senior Technician	294.0	\$36.50	\$10,731.00
Associate Technician	68.0	\$33.50	\$2,278.00
Clerical	42.0	\$33.75	\$1,417.50

Total Direct Salary Costs: \$95,213.60

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs** 174.39% \$166,043.00

3. Fixed Fee: 15% of Items 1 & 2 \$39,188.49

4. Direct Nonsalary Expenses

Travel - Personal Vehicle	622 Miles @	\$0.725	\$450.95
Travel - Olsson Vehicle	- Miles @	\$0.750	\$0.00
Meals	- Days @	\$68.00	\$0.00
Motel	- Days @	\$110.00	\$0.00
Copies, Prints, Shipping			\$0.00
Drilling Expenses (See Exhibit A1)			\$0.00

Total Expenses: \$450.95

5. Subtotal of Items 1 - 4 \$300,896.04

6. Subcontract costs \$0.00

7. Lump Sum Amount - Total Items 5 & 6 \$300,896.04

Rounded: \$300,900.00

** For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT B
BIDDING PHASE
York Municipal Airport 3-31-0104-020/021

1. Direct Salary Costs

<u>Title</u>	<u>Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Principal / Team Leader	0.0	\$95.99	\$0.00
Senior Engineer	24.0	\$79.56	\$1,909.44
Project Engineer	20.0	\$67.70	\$1,354.08
Design Manager	5.0	\$57.51	\$287.56
Associate Engineer	20.0	\$47.22	\$944.32
Assistant Engineer	12.0	\$42.64	\$511.68
Registered Surveyor	0.0	\$74.36	\$0.00
Senior Technician	0.0	\$37.96	\$0.00
Associate Technician	0.0	\$34.84	\$0.00
Clerical	28.0	\$35.10	\$982.80

Total Direct Salary Costs: \$5,989.88

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs* 174.39% \$10,445.75

3. Fixed Fee: 15% of Item 1 & 2 \$2,465.34

4. Direct Nonsalary Expenses

Travel - Personal Vehicle	246 Miles @	\$0.725	\$178.35
Travel - Olsson Vehicle	- Miles @	\$0.750	\$0.00
Meals	- Days @	\$68.00	\$0.00
Motel	- Days @	\$110.00	\$0.00
Copies, Prints, Shipping			\$0.00

Total Expenses: \$178.35

5. Subtotal of Items 1 - 4 \$19,079.33

6. Subcontract costs \$0.00

7. Lump Sum Amount - Total Items 5 & 6 \$19,079.33

Rounded: \$19,100.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT E1
FALLING WEIGHT DEFLECTOMETER PHASE
York Municipal Airport 3-31-0104-020/021

1. Direct Salary Costs

<u>Title</u>	<u>Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Principal / Team Leader	0.0	\$95.99	\$0.00
Senior Engineer	16.0	\$79.56	\$1,272.96
Project Engineer	16.0	\$67.70	\$1,083.26
Design Manager	0.0	\$57.51	\$0.00
Associate Engineer	14.0	\$47.22	\$661.02
Assistant Engineer	14.0	\$42.64	\$596.96
Registered Surveyor	0.0	\$74.36	\$0.00
Senior Technician	0.0	\$37.96	\$0.00
Associate Technician	0.0	\$34.84	\$0.00
Clerical	0.0	\$35.10	\$0.00

Total Direct Salary Costs: \$3,614.21

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs* 174.39% \$6,302.82

3. Fixed Fee: 15% of Item 1 & 2 \$1,487.55

4. Direct Nonsalary Expenses

Travel - Personal Vehicle	- Miles @	\$0.725	\$0.00
Travel - Olsson Vehicle	- Miles @	\$0.750	\$0.00
Meals	- Days @	\$68.00	\$0.00
Motel	- Days @	\$110.00	\$0.00
Copies, Prints, Shipping			\$0.00

Total Expenses: \$0.00

5. Subtotal of Items 1 - 4 \$11,404.58

6. Subcontract costs \$23,950.00

7. Lump Sum Amount - Total Items 5 & 6 \$35,354.58

Rounded: \$35,400.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT E2
DESIGN-AGIS PHASE
York Municipal Airport 3-31-0104-020/021

1. Direct Salary Costs

<u>Title</u>	<u>Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Principal / Team Leader	0.0	\$95.99	\$0.00
Senior Engineer	4.0	\$79.56	\$318.24
Project Engineer	0.0	\$67.70	\$0.00
Design Manager	8.0	\$57.51	\$460.10
Associate Engineer	0.0	\$47.22	\$0.00
Assistant Engineer	0.0	\$42.64	\$0.00
Registered Surveyor	0.0	\$74.36	\$0.00
Senior Technician	0.0	\$37.96	\$0.00
Associate Technician	0.0	\$34.84	\$0.00
Clerical	0.0	\$35.10	\$0.00

Total Direct Salary Costs: \$778.34

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs* 174.39% \$1,357.34

3. Fixed Fee: 15% of Item 1 & 2 \$320.35

4. Direct Nonsalary Expenses

Travel - Personal Vehicle	- Miles @	\$0.725	\$0.00
Travel - Olsson Vehicle	- Miles @	\$0.750	\$0.00
Meals	- Days @	\$68.00	\$0.00
Motel	- Days @	\$110.00	\$0.00
Copies, Prints, Shipping			\$0.00

Total Expenses: \$0.00

5. Subtotal of Items 1 - 4 \$2,456.03

6. Subcontract costs \$22,000.00

7. Lump Sum Amount - Total Items 5 & 6 \$24,456.03

Rounded: \$24,500.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle)	\$0.73 / mile*
Automobiles (Olsson Vehicle)	\$0.75 / mile*
Rental Vehicle	Actual Cost
Other Travel or Lodging Cost	Actual Cost or \$110 Per Diem
Meals	Actual Cost or \$68 Per Diem
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials, including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”,
“BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE
ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR”
OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER
CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO
THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING
CONTRACTS WITH THE A/E.

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PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation.

The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Reference: FAA Reauthorization Act of 204 (Public Law 118-63), Section 936
49 USC § 44801 note

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$15,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
29 CFR § 5.5(b)(2)
29 CFR 5.8(a)
40 USC § 3702(c)
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in

accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$350,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR Part 200, Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

PROVISIONS APPLICABLE TO CONTRACTS CUMULATIVELY EXCEEDING \$250,000 IN ONE YEAR

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26
49 USC § 47113

Solicitation Language (Solicitations with a DBE Contract Goal)

Bid Information Submitted as a matter of *responsiveness*:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of *bidder responsibility*:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26

including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information requirements for negotiated procurement

In a negotiated procurement, such as a procurement for professional services, the Sponsor may allow the bidder/offeror to make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required under the above *responsiveness* or *responsibility* procedures before the final selection for the contract is made by the recipient.

Bid Information submitted for Design-Build projects

In a design-build contracting situation, in which the Sponsor solicits proposals to design and build a project with minimal-project details at time of letting, the Sponsor may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in [paragraph \(b\)](#) of 49 CFR § 26.53 that applies to design-bid-build contracts. To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the recipient must provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The recipient and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, *e.g.*, replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

Solicitation Language (Solicitations with No DBE Contract Goal)

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated 5/15/2026 between City of York, NE ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project, shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs, or procedures. Client, itself or through its separate contractor(s), shall be responsible for jobsite safety. Notwithstanding the foregoing, Olsson shall be responsible for the safety of Olsson's own employees.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic

observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the

quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion

and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and

Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability

or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples.

After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with and limited to that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin or any other protected characteristic under applicable law. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status or any other protected characteristic under applicable law. Olsson and any sub-consultant or subcontractor certify that they do not operate any programs that promote DEI in a way that violates applicable federal anti-discrimination laws.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If

the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by

law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

June 25, 2025

Attn: Mr. Mike Hodge
Olsson, Inc.
601 P Street
Lincoln, NE 68508

RE: Overhead Expense Factor

Dear Mike,

In response to your request, we have provided a recap of the computed amount of overhead expenses incurred in 2024 based on the audited Schedules of Indirect Costs and Costs with Adjustments as of and for the year ended December 31, 2024. Summarized below is your FAR Combined Overhead Rate that is detailed in the audit:

Combined FAR Overhead Rate (including Computer Expenses)	174.39%
Total Fringe Benefits	\$ 46,522,380
Total General and Administrative Expenses	135,513,142
Computer Expenses	<u>22,364,472</u>
Subtotal	204,399,994
Less Computer Expenses already included in General and Administrative Expenses	<u>(6,645,697)</u>
Subtotal	<u>197,754,297</u>
Divided by Direct Labor	\$ 113,400,830
	\$ 1.7439

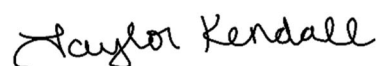
In summary, for every \$1.00 of direct labor paid, there is \$1.74 in overhead expenses attributable to that labor.

Sincerely,

LUTZ & COMPANY, P.C.



Kyle B. Hofeldt
Audit Director



Taylor C. Kendall,
Audit & Consulting Shareholder



PO Box 1000 Spencer, IA 51301 • (712) 262-1521

Quote #:

7988

Date:

5/4/2026

Contact:

James

Agency:

City of York, NE

Project:

358i HV ATCC

****Please verify pricing prior to ordering if past 60 days****

Equipment will need to be ordered and released within 60 days

Terms: Net 30 days

Freight: Prepaid

Delivery:

150+ days ARO

We are pleased to submit the following quotation:

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTEND PRICE
001	2	McCain 358i HV ATC Cabinet, Controller, GPS & Accessories	\$20,225.00	\$40,450.00

Total Above Equipment:

\$40,450.00

Quoted without plans or specs.

Notes:

Customer is responsible for installation of above equipment. GTC to program controller.

Includes (1) GTC Service call.

General Traffic Controls retains title to all equipment until paid in full.

All past due accounts are subject to a 1.5% per month service charge.

Sales tax is not included. If applicable, tax will be added to invoice.

Prices subject to review 60 days from above date.

Should we be favored with your order, it will receive our prompt, personal attention.

THANK YOU!

Very truly yours,

GENERAL TRAFFIC CONTROLS

Jake Sandvig

CONFIDENTIALITY WARNING: Unless otherwise indicated or obvious from the nature of the communication, the information contained in this transmission and any attachments are privileged and confidential and intended for use by the above-named recipient only. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering it to the intended recipient, you are notified that any dissemination, distribution or copying of this communication and any attachments thereto is strictly prohibited. If you have received this communication in error, please immediately notify the sender by return email, and destroy all copies of this transmission and any attachments. Thank you.



York Fire Department

2025 Annual Report

Message from the Fire Chief

To the Mayor, City Council, and Residents of York,

It is my honor to present the York Fire Department's 2025 Annual Report. This report reflects the dedication, professionalism, and commitment demonstrated every day by the members of our department as they serve the community.

Throughout the past year, our personnel responded to a wide range of incidents, including emergency medical calls, structure fires, interstate emergencies, and severe weather events. One of the most significant events of the year occurred in March during the blizzard that impacted much of our region. Despite challenging conditions, our firefighters and EMS personnel continued responding to emergencies and working alongside city and county partners to keep residents safe.

In addition to emergency response, our department remained focused on training, operational improvement, and community engagement. Career staff participated in advanced medical protocol training with our medical director, while our firefighters completed hands-on apparatus driving exercises designed to improve safety and response readiness. Our department also welcomed EMT students from Southeast Community College and Paramedic students and interns from Central Community College.

Community involvement continues to be a cornerstone of our mission. From attending school career days and community events to honoring the memory of those lost on September 11th, our personnel remain committed to building strong relationships with the citizens we serve.

Much of 2025 was dedicated to the biweekly meetings involving the construction of the new fire station. Many a Tuesday afternoon was spent going over where we were at during construction and the many areas that we needed to make decisions on. During 2025, the department also began exploring participation in the Ground Emergency Medical Transport (GEMT) program, which may provide future financial support for critical EMS equipment and infrastructure.

None of the accomplishments outlined in this report would be possible without the dedication of our firefighters, EMS providers, volunteers, and support personnel. I would also like to express appreciation to the City of York leadership, our partner agencies, and the community for their continued trust and support.



The York Fire Department remains committed to protecting life and property while continually improving our services for the future.

Respectfully,

Anthony Bestwick
Fire Chief
York Fire Department





York Fire Department

2025 Year-End Report

January 2025

Burn permits were shut down for most of the month due to elevated fire risk.

Our most significant incident occurred along I-80 at mile marker 355. A disabled flatbed truck sparked fires for approximately half a mile before coming to a stop. Fortunately, the winds were out of the west, preventing heavy smoke from crossing the interstate.

The situation remained hazardous due to:

- Closure of the eastbound driving lane
- Numerous emergency vehicles positioned along I-80
- Limited access to a large NDOT tree pile that the fire spread into

Mutual aid assistance was provided by Bradshaw, Waco, and McCool Fire Departments, along with NDOT personnel.

Total Calls for Service: 144

February 2025

Department activities centered on E-Board meetings. The E-Board consists of volunteer firefighter leadership, the on-duty captain, and the Fire Chief.

Throughout the month, the board worked diligently to review and update the volunteers' constitution and bylaws to ensure clarity, modernization, and operational effectiveness.

Total Calls for Service: 133

March 2025



The March 19th Blizzard defined the month.

During the storm, crews responded to 13 emergency 911 incidents, including:

- Lift assists
- Transformer fires
- Automatic fire alarms as buildings restored power

The teamwork displayed by York Fire Department personnel, along with city and county partners, ensured the safety of residents and visitors during this severe weather event.

Special recognition goes to NPPD and Perennial Power for their tireless efforts restoring electricity.

Total Calls for Service: 140

April 2025

- Provided mutual aid to Benedict for a structure fire resulting in approximately \$50,000 in damage. The structure was declared a total loss.
- On April 11, Firefighters Lambert and Traudt participated in a public relations event highlighting *Project Austin* for the Children's Hospital in Omaha.

Project Austin Overview:

Children's Hospital notifies local responders when a child with complex medical needs resides within our response area, allowing crews to better prepare for specialized emergency care.

Total Calls for Service: 140

May 2025

- On May 9, Firefighters Lambert and Francisco attended York Middle School Career Day with the rescue truck and ambulance, engaging and educating local students about fire and EMS careers.

Total Calls for Service: 145

June 2025



Jacob Stutzman and Brittany Steiner completed their internship for their Paramedic course, working directly with patients under supervision.

Both successfully tested for and obtained their medic licenses in August.

Total Calls for Service: 152

July 2025

On July 8, all 16 career staff members attended a Career Staff Meeting.

Medical Director Dr. Pat Hotovy joined and provided guidance on:

- Medication updates
- Expectations for patient care reports
- Updated protocols for transporting severe stroke patients directly to a certified stroke center in Lincoln

Total Calls for Service: 163

August 2025

A hands-on driving course was constructed at the Holthus Convention Center to enhance vehicle handling skills.

Vehicles utilized:

- Ambulance
- Tanker Truck
- Rescue Truck

Training exercises included:

- Precision turning
- Backing around corners (both directions)
- Emergency braking maneuvers

Total Calls for Service: 139



September 2025

9/11 Remembrance & Channelfest

On September 11, the department attended Channelfest at the York County Fairgrounds, hosted by Channel Seed.

- Provided ambulance standby coverage for approximately 1,700 attendees
- Conducted a 9/11 remembrance ceremony between live band performances
- Fire Chaplain, Fire Chief, and FF/Medic Rafert led a memorial tribute including a ceremonial bell ringing

The audience responded with deep respect — hats were removed and silence filled the air.

The evening concluded with an 800-drone show honoring 9/11 and first responders.

Total Calls for Service: 160

October 2025

The department began gathering information regarding participation in the Ground Emergency Medical Transport (GEMT) program.

The GEMT program, funded by the Centers for Medicare & Medicaid Services (CMS) and enabled by state legislation, reimburses EMS agencies for certain equipment and capital costs associated with ambulance operations.

After consultation with the City Administrator and City Treasurer, the department elected to contract with Public Consulting Group to assist with required documentation and compliance processes.

Total Calls for Service: 140

November 2025

Responded to one significant building fire at Walmart in the fabric section.

- Fire was largely extinguished prior to arrival through use of fire extinguishers by employees and members of the public
- The responsible individual contacted dispatch, admitted involvement, and was arrested
- Estimated damage exceeded \$500,000



- Store closure lasted 3 days

Total Calls for Service: 124

December 2025

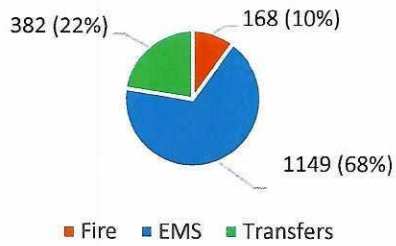
- On December 14, the department delivered Santa Claus to the Heart of the Holidays celebration.
- Received a \$5,000 grant from the Dixon Family Foundation.
- Provided 78 gift bags containing \$50 Walmart gift cards to families attending the event.
- The aerial truck was fully decorated and participated in the holiday parade.

Total Calls for Service: 123

2025 Annual Summary

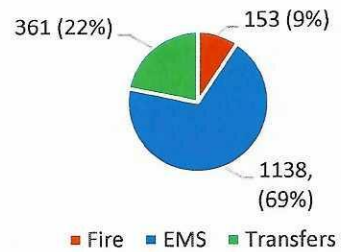
Throughout 2025, the York Fire Department continued to demonstrate professionalism, dedication, and community partnership. From large-scale interstate fires and blizzard response to community outreach events and enhanced medical training, the department remained committed to protecting life and property while strengthening its operational capabilities.

2025



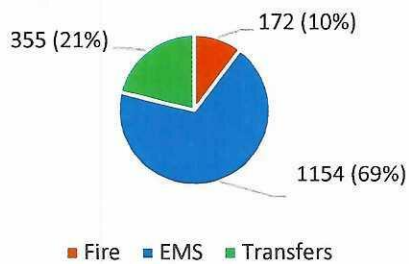
*Total calls – 1,699
Estimated fire loss - \$605,800
Volunteer Response – 607*

2024



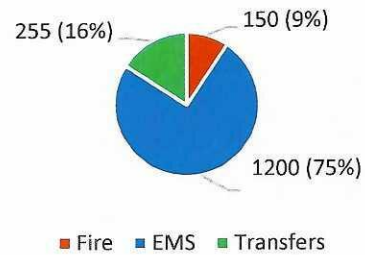
*Total calls – 1,653
Estimated fire loss – \$419,000
Volunteer Response – 627*

2023



*Total calls – 1,681
Estimated fire loss - \$450,065
Volunteer Response – 732*

2022



*Total calls – 1,655
Estimated fire loss - \$208,600
Volunteer Response – 1,021*

York County Communications Center

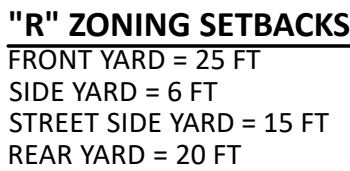
FY2025-2026 Budget Proposal

2910 Emergency Management	FY25-26	FY26-27	
Personal Services			
Official Salary	\$ 70,000.00	\$ 72,800.00	
Deputy	\$ 67,000.00	\$ 69,680.00	
Regular Dispatcher Salary	\$ 532,626.00	\$ 550,556.00	
Holiday/Overtime	\$ 125,600.00	\$ 125,600.00	
Heath-Accident	\$ 130,000.00	\$ 119,000.00	
Life Insurance	\$ 3,188.00	\$ 3,188.00	
Retirement Contributions -CNTY Share	\$ 46,726.00	\$ 50,195.00	
FICA	\$ 54,324.00	\$ 56,310.00	
Uniform Allowance	\$ 600.00	\$ 700.00	
Personal Services Total	\$ 1,030,064.00	\$ 1,048,029.00	
Operating Services			
Postal Services	\$ 650.00	\$ 650.00	
Telephone Service	\$ 480.00	\$ 480.00	
Teletype Service	\$ 13,606.00	\$ 14,187.00	
Ins Gen Liability	\$ -	\$ -	
Physical Damage Insurance	\$ -	\$ -	
Umbrella Insurance	\$ -	\$ -	
Workers Compensation	\$ -	\$ -	
Printing and Publishing	\$ 500.00	\$ 500.00	
Maps & Aerial Photos	\$ -	\$ -	
Office Equipment Repair	\$ 11,300.00	\$ 14,000.00	
Mileage	\$ 750.00	\$ 1,000.00	
Dues, Subscrip, Reg Training Fees	\$ 33,775.00	\$ 34,957.00	
Mainteance Agreements	\$ 48,000.00	\$ 69,542.00	
Miscellaneous	\$ 6,000.00	\$ 5,000.00	
Operating Expenses Total	\$ 115,061.00	\$ 140,316.00	
Supplies and Materials			
Office Supplies	\$ 4,640.00	\$ 4,779.00	

Supplies and Materials Total	\$ 4,640.00	\$ 4,779.00	
Equipment Rental			
Equipment Rental - Communications	\$ -	\$ 2,396.00	
Equipment Rental Total	\$ -	\$ 2,396.00	
Capital Outlay			
Radio Equipment	\$ 6,317.00	\$ 6,506.00	
Office Equipment	\$ 8,924.00	\$ 9,192.00	
E-911 Equipment	\$ -	\$ -	
E-911 Set Aside for Future Equipment	\$ 100,000.00	\$ 100,000.00	2910 Net Fund Balance end of FY
Communications Equipment		\$ -	
Capital Outlay Total	\$ 115,241.00	\$ 115,698.00	
Inter-Fund Transfers			
Inter-Fund Transfers	\$ -	\$ -	
Inter-Fund Transfers Total	\$ -	\$ -	
2910 Emergency Management Total	\$ 1,265,006.00	\$ 1,311,218.00	\$ 1,211,218.00
Wireline Surcharge Revenue	\$ 33,665.00	Actual received to date: \$20440	
Wireless Surcharge Revenue	\$ 69,771.00		

2913 E911 Wireless	FY25-26	FY26-27	
Telephone Expense	\$ 2,857.00		
Miscellaneous Expense	\$ 2,733.00		
E911 Equipment	\$ -	\$ -	
Interfund Transfers	\$ 69,771.00		
E911 Wireless Total	\$ 75,361.00	\$ -	
2914 E911 Wireless Service Holding Fund	FY25-26	FY26-27	
Communications Equipment	\$ 134,093.00	\$ 72,766.00	
E911 Wireless Holding Fund Total	\$ 134,093.00	\$ 72,766.00	amount available
FY 26-27 Total 2910, 2913, 2914	\$ 1,383,984.00		

(A REPLAT OF LOTS 1 THRU 5, BLOCK 4 SHADOW BROOK ADDITION)
CITY OF YORK, YORK COUNTY, NEBRASKA



SURVEYOR'S NOTE:
THE EXISTING 10' UTILITY
EASEMENTS FOR LOTS 1 THRU 5,
BLOCK 4 OF SHADOW BROOK
ADDITION ARE HEREBY
RELINQUISHED WITH THIS
REPLAT, NEW 10' UTILITY
EASEMENTS HAVE BEEN
CREATED BETWEEN THE NEW
LOTS.

LEGAL DESCRIPTION:
LOTS 1 THRU 5, BLOCK 4 OF SHADOW BROOK
ADDITION, CITY OF YORK, YORK COUNTY, NEBRASKA.

SAID LOTS CONTAIN 46,795.97 SQUARE FEET OR 1.07 ACRES MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

SURVEYOR CERTIFICATE:
I, THOMAS B. CATLETT, NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 502 , DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS, MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT, AND IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR SURVEYS IN NEBRASKA IN EFFECT AT THE TIME OF THIS SURVEY.

THOMAS B. CATLETT
NEBRASKA P.L.S. NO. 502

DATE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, **1640 LLC**, (MANAGING MEMBERS, ROBERT L. BENES & MICHELLE S. BENES) BEING THE OWNERS OF THE LAND DESCRIBED HEREON HAVE CAUSED THE SAME TO BE SURVEYED, PLATTED AND DESIGNATED AS REPLAT 1, A REPLAT OF LOTS 1 THRU 5, BLOCK 4 OF SHADOW BROOK ADDITION AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, AND DO HEREBY FREELY AND VOLUNTARILY DEDICATE THE EASEMENTS AS SHOWN THEREON FOR THE LOCATION, CONSTRUCTION, AND MAINTENANCE OF PUBLIC SERVICE UTILITIES, FOREVER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO, AND THAT THE FOREGOING SUBDIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS AND PROPERTIES.

BY: ROBERT L. BENES: (MANAGING MEMBER) 1640 LLC

BY: MICHELLE S. BENES: (MANAGING MEMBER) 1640 LLC

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF YORK }

} SS

ON THIS _____ DAY OF _____, 2026 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, PERSONALLY CAME TO ME, ROBERT L. BENES (MANAGING MEMBER FOR 1640, LLC) WHO IS KNOWN TO BE THE IDENTICAL PERSON(S) WHOSE NAME ARE FIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE THEIR VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, 2026.

NOTARY PUBLIC

APPROVAL OF THE PUBLIC WORKS DIRECTOR

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE DIRECTOR OF PUBLIC
WORKS, YORK NEBRASKA THIS DAY OF , 2026.

BY: _____
DIRECTOR

APPROVAL OF THE CITY PLANNING COMMISSION

REPLAT 1, A REPLAT OF LOTS 1 THRU 5, BLOCK 4 OF SHADOW BROOK ADDITION, CITY OF YORK, NEBRASKA WAS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF YORK, YORK COUNTY, NEBRASKA THIS __ DAY OF _____, 2026.

BY: _____
CHAIRPERSON

ACKNOWLEDGMENT OF NOTARY

[illegible]

ON THIS _____ DAY OF _____, 2026 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, PERSONALLY CAME TO ME, MICHELLE S. BENES (MANAGING MEMBER FOR 1640, LLC) WHO IS KNOWN TO BE THE IDENTICAL PERSON(S) WHOSE NAME ARE FIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE THEIR VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, 2026.

NOTARY PUBLIC

REGISTER OF DEEDS ACCEPTANCE

REPLAT 1 OF LOTS 1 THRU 5, BLOCK 4 OF SHADOW BROOK ADDITION, CITY OF YORK, YORK COUNTY, NEBRASKA, WAS RECORDED ON

DATED THIS _____ DAY OF _____, 2026.

BY: _____
REGISTER OF DEEDS

COUNTY TREASURE CERTIFICATE

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

DATED THIS _____ DAY OF _____, 2026.

BY: _____
COUNTY TREASURER

CITY COUNCIL ACCEPTANCE

REPLAT 1, A REPLAT OF LOTS 1 THRU 5, BLOCK 4 OF SHADOW BROOK ADDITION,
CITY OF YORK, YORK COUNTY, NEBRASKA WAS APPROVED BY THE CITY PLANNING
COMMISSION OF THE CITY OF YORK, YORK COUNTY, NEBRASKA THIS _____
DAY OF _____, 2026.

BY: _____
MAYOR

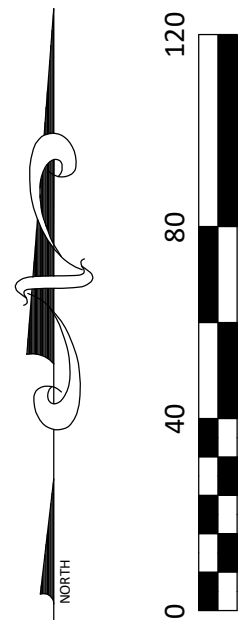
ATTEST: _____
CITY CLERK

LEGEND

- △ - SET MONUMENT
 (#5 REBAR AND CAP)
 ● - FOUND LS CAP #526
 ○ - CALCULATED SURVEY POINT
 CTP - CRIMPED TOP PIPE
 OTP - OPEN TOP PIPE
 M - MEASURED DISTANCE
 C - CALCULATED DISTANCE
 P - PLAT DISTANCE
 R - RECORDED DISTANCE
 ----- BOUNDARY LINE

CATLETT — **LAND SURVEYING** —
BENNETT, NEBRASKA 402-217-5816
WWW.CATLETTSURVEYING.COM

REPLAT 1
(A REPLAT OF LOTS 1 THRU 5, BLOCK 4 SHADOW BROOK ADDITION)
CITY OF YORK, YORK COUNTY, NEBRASKA



CREW: TC
DRAWN BY: PC & JS
CHECKED BY: TC/PC
DATE: 04/6/2026
REVISION: 04/08/26
JOB #: 2026-021

SHEET NO.
1 of 1

SPOUSAL AFFIDAVIT OF NON-PARTICIPATION INSERT

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



I acknowledge that I am the non-participating spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.



I acknowledge that I am the applicant of the non-participating spouse. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Tina Beller
Signature of **NON-PARTICIPATING SPOUSE**

Tina Beller
Print Name

State of Nebraska, County of Madison

The foregoing instrument was acknowledged before me
this April 21, 2020 (date)

by Tina Beller
Name of person acknowledged
(Individual signing document)

Darcy L. Papstein-Onate
Notary Public Signature

Steve Beller
Signature of **APPLICANT**

Steve Beller
Print Name

State of Nebraska, County of Madison

The foregoing instrument was acknowledged before me
this April 21, 2020 (date)

by Steve Beller
Name of person acknowledged
(Individual signing document)

Darcy L. Papstein-Onate
Notary Public Signature

DARCY L. PAPSTEIN-ONATE
General Notary State of Nebraska
My Commission Expires
December 17, 2028

DARCY L. PAPSTEIN-ONATE
General Notary State of Nebraska
My Commission Expires
December 17, 2028



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 164983

LICENSE TYPE Class I Beer, Wine, Spirits On Sale Only	APPLICATION DATE RECEIVED 2026-04-22
SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME Steve, Inc	LICENSEE TYPE Corporation
DOING BUSINESS AS York Hampton Inn	CORPORATE NUMBER
INCORPORATION DATE 2006-01-09	
CORRESPONDENCE ADDRESS 2006 Hillview Dr Norfolk, NE 68701	
MAILING ADDRESS 2006 Hillview Dr Norfolk, NE 68701	
PHYSICAL ADDRESS 2006 Hillview Dr Norfolk, NE 68701	
CONTACT NAME Steve Beller	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 640-5507	ALTERNATE PHONE

FAX

EMAIL

s_beller@yahoo.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Steve L Beller	President		100

ADDITIONAL INFORMATION

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Hotel/Motel/Lodging

PREMISES NAME

Hampton Inn

OPERATOR

Steve Beller

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2031-12-01

PHYSICAL ADDRESS

309 W David Dr
York, NE 68467

MAILING ADDRESS

2006 Hillview Dr
Norfolk, NE 68701

CONTACT NAME

Steve Beller

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 640-5507

ALTERNATE PHONE

FAX

EMAIL

s_beller@yahoo.com

PREMISES MANAGER

Steve L Beller

PREMISES MANAGER EMAIL

s_beller@yahoo.com

QUESTIONS

Class I Beer, Wine, Spirits On Sa

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

*The Commission must be notified of any arrests and/or convictions that may occur after the date of this application.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*

A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

L206, W51

3. Is there an outdoor area?

*Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

No

4. Will a basement be used for alcoholic storage or sale?

No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

3

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?
No
7. Is premises to be licensed within 300 feet of a college campus or university?
No
8. Are you acquiring any alcohol prior to obtaining this liquor license? If you are purchasing a business with a current license; this includes alcohol purchased as part of a business purchase agreement.
No
9. What date do you intend to open for business?
May 10,2026
- 10 What are the anticipated hours of operation?
4:00 p.m. - 12:00 a.m.
- 11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?
No
- 12 Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?
No
- 13 Is anyone listed on this application a law enforcement officer?
No
- 14 What is the primary bank and/or financial institution to be utilized by the business AND list the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.
Bank of the Valley, Steve Beller
- 15 Do you have prior experience or training in selling, serving or managing alcohol sales?
Yes
Beverage Manager for Norfolk West Inn, LLC

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

No

18 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number (if available). Also list reason for termination of license(s) previously held.

Norfolk West Inn LLC, Hampton Inn ,904 S 20th St, Norfolk # 151114,
Holiday Inn Express, 920 S 20th St, Norfolk- 151116

19 Has the premises location been previously licensed within the last 2 years?

No

20 Are you applying for a Temporary Operating Permit?

No

21 Is the lease, deed, or purchase agreement for the premises listed under the applicant's name (LLC, Corporation, or Individual)? If the property is owned personally but the application is under an LLC or Corporation, a lease agreement must be made between the owner and the entity applying for the license.

Yes

22 If applying as a LLC or Corporation; is your LLC or Corporation active with the Nebraska Secretary of State? (Please mark yes if applying as an individual or partnership)

Yes

23 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Steve Beller

24 What is the manager's address?

2006 Hillview Dr, Norfolk, NE

25 What is the manager's phone number?

402-640-5507

26 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Madison

27 What is the manager's email address? An email will be sent to them to obtain their personal information.

s_beller@yahoo.com

28 Is the manager married?

Yes

Tina Beller, halfpnt@hotmail.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Business Plan	Buisness Plan.pdf	
Premises Description & Diagram	IMG_6582.png	
Privacy Act Statement	Privacy Statement.pdf	
Lease / Deed / Purchase Agreement	Benjo signed Lease Agreement (1).pdf	

APPLICANT

Steve Beller

DECLARATION

☒ I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.

LEASE AGREEMENT

This Lease Agreement is made this 1st day of December, 2021 by and between Benjo, LLC, a Nebraska limited liability company, hereinafter referred to as "LESSOR" and Steve Inc, a Nebraska corporation, hereinafter referred to as "LESSEE". In consideration of the recital contained herein and the mutual agreements hereinafter set forth, the parties agree as follows:

RECITALS

1. LESSOR is the owner of the premises described below, and desires to lease the premises to the LESSEE for suitable, defined business purposes.
2. It is the intention of the parties that in all respects, this shall be a triple net lease, i.e., LESSOR shall have no responsibility for the payment of any utilities, maintenance costs or real estate taxes. All costs of repair, maintenance and operation of the premises shall be borne by LESSEE, and the premises shall be returned to LESSOR at the end of the term of the lease in the same condition in which they existed at the commencement of the lease, subject only to the provisions hereof and normal wear, tear, and depreciation.

COVENANTS

1. Leased premises. LESSOR leases to LESSEE the building and land located in the State of Nebraska, County of York, more particularly described as Hampton Inn, 309 W David Dr, York, Nebraska.

PREMISES shall be used and occupied for the purpose of a hotel establishment and/or for any other lawful use.

2. Term. The term of this lease shall be Five (5) years, commencing on the date set forth in Paragraph 18. LESSEE shall have the option of extending the Term for one (1) Five (5) year period, on the covenants, agreements and for the rent set forth below, provided said option shall be exercised by written notice to LESSOR at least ninety (90) days prior to the termination date of the original term. Should such option be exercised, the base monthly rent shall be that provided for in Paragraph 4 herein. After the term of this lease and any additional option period, this lease shall automatically renew at additional one (1) year periods, with the base monthly rental to be as provided in Paragraph 4 herein, unless either party gives notice to the other party 30 days prior to the expiration of any renewal period.

3. Base Rent. LESSEE shall pay to LESSOR as base rent for PREMISES during the original term of the lease a monthly rental of \$ 40,000 per month.

LEASE AGREEMENT

4. Maintenance and Upkeep. LESSEE shall repair and maintain the premises and shall return the same to LESSOR at the end of the term, in as good condition as when received by the LESSEE, except for damage due to fire, acts of God, the elements, or other casualty and normal wear, tear, and depreciation. LESSEE shall keep the premises in a clean and wholesome condition accordance with the local ordinances. Premises shall not be occupied or used by LESSEE in any unlawful manner.

5. Utilities. LESSEE is to pay all utility charges at the rates assessed by any utility supplying PREMISES during the term hereof.

6. Insurance. LESSEE agrees to maintain fire, extended coverage, vandalism, and malicious mischief insurance on the PREMISES during the term in an amount of \$ 6.4M, written by a reliable insurance company for the benefit of LESSOR, its designated mortgage, if any, and LESSEE as their respective interests may appear. LESSEE shall furnish LESSOR a certificate of such insurance. This insurance shall not be canceled, discontinued, or altered without ten (10) days written notice to the LESSOR. In the event LESSEE fails to procure and pay for such insurance, LESSOR may procure it, the costs of which will be deemed additional rent and payable to LESSEE.

7. Fire or casualty. If the PREMISES shall be so damaged by fire or other cause as to be unfit for occupancy and such damage in the opinion of the LESSOR could reasonably be repaired within one hundred twenty (120) days after notice by LESSOR of the occurrence, LESSEE may not surrender possession of the PREMISES, nor cease to pay rent without the consent of the LESSOR. In the event of such damage, LESSEE may, by written notice to LESSOR, require LESSOR to notify LESSEE within ten (10) days after the giving of such notice, whether LESSOR agrees to complete such repairs within the time permitted. In the event LESSOR fails to covenant within said ten (10) day period to make such repairs within the time permitted, LESSEE may surrender possession and thereupon their liability to pay rent shall terminate. LESSOR shall repair any such damage with all reasonable speed, and complete repairs within one hundred twenty (120) days from the notice. LESSOR shall not be liable for delay beyond this period if such delay is beyond their control, such as strikes, riots, acts of God, war, shortage of materials, interventions by governmental directives; in such event, the time within which repairs are to be completed shall be extended by the length of such delay, up to a total extension of two (2) months beyond the guaranteed completion date. At the expiration of the two (2) months extension period, unless further extended by mutual agreement, LESSEE may terminate this Lease and liability to pay rent shall cease as of that date. If during repairs LESSEE is deprived of the occupancy of any portion of the PREMISES, a proportionate allowance shall be made to LESSEE from the rent, corresponding to the time and the portion of the PREMISES of which LESSEE is deprived.

LEASE AGREEMENT

8. Default If default occurs in the making of any rental payment, or any part thereof, or in any of the lease covenants, LESSOR may at any time during such default after thirty (30) days= written notice to LESSEE of default, declare the term ended and enter into possession of the PREMISES and sue for all rents and damages accrued or accruing, or LESSOR may sue and recover without declaring this lease void or entering into possession.

9. Real Estate Taxes LESSEE, as additional rent, shall pay all real estate taxes, and any special assessments or installments thereof, levied against PREMISES, which apply to the term.

10. Quiet Enjoyment LESSOR covenants that LESSEE shall at times during the term have the peaceable and quiet enjoyment of the PREMISES without any manner or let or hindrance from LESSOR or from any person or persons claiming said PREMISES.

11. Condemnation In event, by proceedings in condemnation or eminent domain, either all of the PREMISES or such a portion of the PREMISES are taken as to render impractical or uneconomical, the use by the LESSEE of the improvements, this lease at the option of LESSEE, may be terminated upon LESSEE giving LESSOR sixty (60) days prior written notice of its intention to terminate, and the obligation of the LESSEE to pay any rent shall terminate. In such event LESSEE shall have the right to remove all improvements placed by it upon the PREMISES, as hereinabove permitted, provided the LESSEE shall have duly performed all of the covenants of this Lease. LESSOR may, however, protest such termination within ten (10) days of receipt of notice. In the event less than such a portion of the PREMISES be taken, the rent payable for the remainder of the term for the portion not taken shall be fixed by agreement between LESSOR and LESSEE. Nothing herein shall affect the rights of either party to receive just compensation for damages sustained by reason of any such taking.

12. Notices. Any notice required or desired to be given under this Agreement shall be deemed given, if in writing and hand delivered or sent by United States certified mail, to the other party at the address shown for said party below.

Benjo, LLC

2006 Hillview Dr

Norfolk, NE. 68701

13. Assignment. LESSEE may not at any time assign all or part of the PREMISES without consent of LESSOR which consent shall not be unreasonably withheld. No assignment or sublease shall in any way diminish LESSEE's liability for the rent. 16. Improvements. LESSEE shall be permitted to make improvements, changes or additions to the interior of the PREMISES provided such are made in a workmanlike manner and of a quality comparable to the existing portion of the PREMISES. LESSEE shall not make structural or major alterations or modifications to the PREMISES without the written consent of LESSOR which consent shall not be

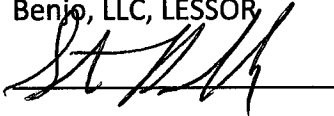
LEASE AGREEMENT

unreasonably withheld. 17. Liability Insurance. LESSEE shall indemnify, defend and hold harmless, the LESSOR from any damages or liability to persons or property

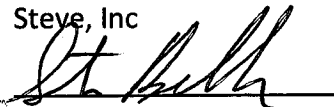
that might arise from the use of the access area by LESSEE, its tenants, employees, customers, suppliers or anyone else using the access area for ingress and egress to and from the leased property. LESSEE further agrees that LESSEE will always during the term of this Lease Agreement maintain and pay for comprehensive general liability insurance affording protection to LESSOR and that LESSEE names for a combined bodily injury and property damage limit of liability not less than Two Million (\$2,000,000.00) dollars for each occurrence. LESSEE further agrees, upon request, to deliver to LESSOR a certificate of insurance evidencing that such insurance coverage is in fact in force naming LESSOR as an additional insured.

14. Binding. All the terms and provisions of this lease shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. IN WITNESS WHEREOF, the LESSOR and the LESSEE have caused these presents to be executed by their respective duly authorized officers the day and year first above written.

Benjo, LLC, LESSOR

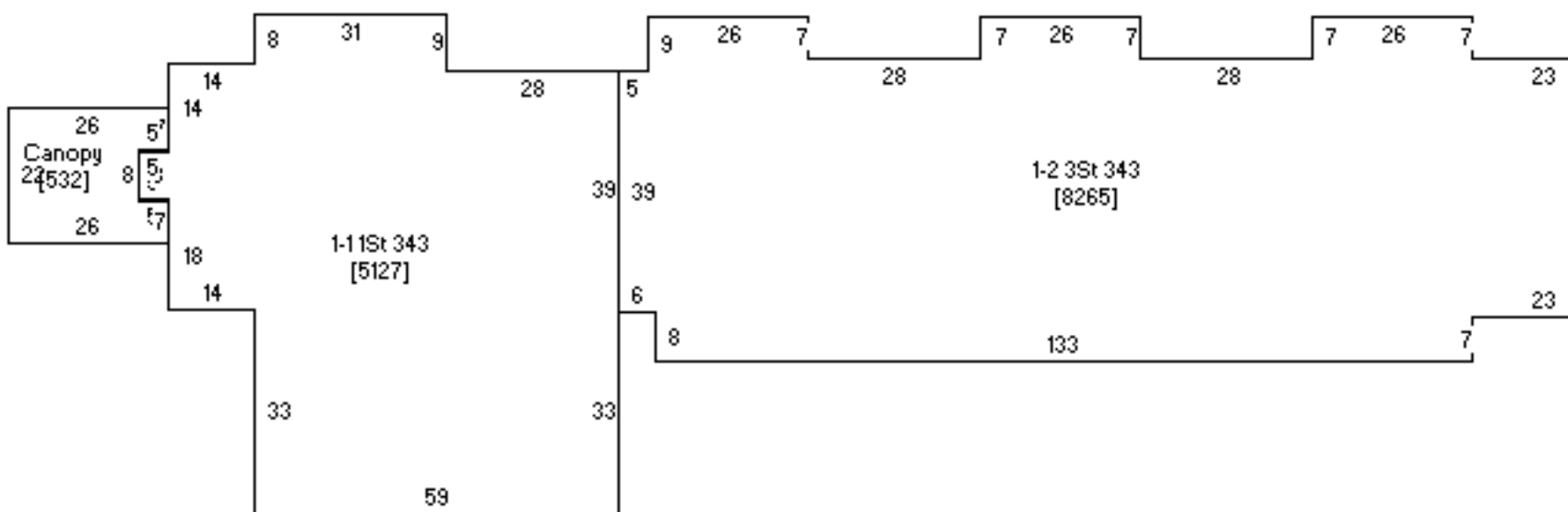
 Authorized Member

Steve, Inc

 President

York Hampton Inn plans to install a Pour-My-Beer , an automated beer dispensing system. IDs are checked at our hotel front desk before an RFD card is purchased. The ID card is necessary to operate the beer tap. The system is in full vision of the front desk. It is also monitored by cameras. The system will typically be turned on at 4:00 pm. It will be turned off by midnight, earlier when not in use. The Pour My Beer system is for the benefit of the guests staying in the hotel. No outside advertising is planned and pricing is set to not encourage local participation.

Thanks, Steve



NOTICE OF PUBLIC HEARING FOR LIQUOR LICENSE

NOTICE OF PUBLIC HEARING ON APPLICATION OF STEVE INC. FOR A CLASS I LIQUOR LICENSE.

Notice is hereby given that **Steve Inc. DBA Hampton Inn** has filed an application with the Nebraska Liquor Control Commission for the issuance of a Retail Liquor License Class **I**.

The York City Council will hold a public hearing concerning the issuance of said license on **May 21, 2026 at 100 E. 4th Street, York, Nebraska, at 5:30 p.m. in the Council Chambers.**

All persons desiring to give evidence either verbally or by affidavit in support of or in protest against the issuance of said license may do so at the time of the hearing.

Amanda Ring
City Clerk

Publish May 8, 2026

Nebraska Secretary of State

STEVE, INC.

Thu Apr 23 12:52:53 2026

SOS Account Number

10079676

Status

Active

Principal Office Address

2006 HILLVIEW DR
NORFOLK, NE 68701
USA

Registered Agent and Office Address

STEVE L. BELLER
2006 HILLVIEW DR.
NORFOLK, NE 68701

Nature of Business

REAL ESTATE SALES & AQUISITIONS

Entity Type

Domestic Corp

Qualifying State: NE

Date Filed

Jan 09 2006

Next Report Due Date

Jan 01 2028

Corporation Position	Name	Address
President	STEVE L BELLER	2006 HILLVIEW DR NORFOLK, NE 68701 USA
Secretary	STEVE L BELLER	2006 HILLVIEW DR NORFOLK, NE 68701 USA
Treasurer	STEVE L BELLER	2006 HILLVIEW DR NORFOLK, NE 68701 USA
Director	STEVE L BELLER	2006 HILLVIEW DR NORFOLK, NE 68701 USA

Filed Documents

Filed documents for STEVE, INC. may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Articles Perpetual	Jan 09 2006	\$2.25 = 5 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Apr 11 2008	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Apr 08 2010	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Non Payment of Taxes	Apr 16 2012		
Certificate of Revival	Jun 22 2012	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Jun 22 2012	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Non Payment of Taxes	Apr 16 2014		
Certificate of Revival	Aug 04 2014	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Aug 04 2014	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Aug 04 2014	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Jan 14 2016	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Non Payment of Taxes	Apr 16 2018		
Certificate of Revival	Jul 10 2018	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Jul 10 2018	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Occupation Tax Report	Mar 24 2020	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Occupation Tax Report	Mar 01 2022	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Administrative Dissolution	Apr 16 2024	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Certificate of Reinstatement	May 17 2024	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Occupation Tax Report	Apr 13 2026	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be

Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation**\$6.50**

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery**\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)[↑ Back to Top](#)

RESOLUTION NO. 2026-13

BE IT RESOLVED

That Steve Inc., dba Hampton Inn, has made application for a Class “I” Liquor License for sale of Beer, Wine & Distilled Spirits, On Sale Only at 309 W. David Drive, York, Nebraska.

That the Mayor and City Council of the City of York, Nebraska, have held a public hearing on the 21st day of May, 2026, 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 Steve Inc. dba Hampton Inn, 309 W. David Drive, City of York, Nebraska, be approved/denied/no recommendation made and such recommendation be transmitted to the Nebraska Liquor Control Commission.

Dated this 21st day of May, 2026.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk

RESOLUTION NO. 2026-14

WHEREAS, the Zoning Administrator of the City of York, Nebraska has determined that property located at 807 S. Grant Ave., York, NE 68467 is an unsafe structure that is unfit for human occupancy because the structure is in disrepair and in a deteriorated condition because there exists damaged and missing siding, soffit and fascia, broken windows, leaking and deteriorated roof, overgrown vegetation and outbuildings that are in a condition of deterioration. These property conditions violate Section 108 of the International Property Maintenance Code adopted by the York City Code.

Notice was previously posted on the property on October 1, 2025 and was also mailed to the property address and returned. The property conditions have not been repaired or removed since the notice was given and is necessary that the structure be removed because it is unsafe and unfit for human occupancy.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Council of the City of York, Nebraska that the structure located at 807 S. Grant Ave., York, NE 68467 which is legally described below, is determined to be unsafe and unfit for human occupancy because there exist violations of the International Property Maintenance Code as set forth above. The legal description of the property is as follows:

LOT TWO (2), IN COUNTRY ADDITIONS SUBDIVISION IN SECTION SEVEN (7), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) WEST OF THE 6TH P.M., IN YORK COUNTY, NEBRASKA

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

Dated this ____ day of _____, 2026.

Council Member _____ introduced the foregoing Resolution and moved its adoption.

Seconded by: Council Member _____

Roll Call: Ayes: _____

Nays: _____

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

F:\NET\NODE3\CHARLIE\YORK\RESOLUTIONS\807 S GrantAve Condemnation RES.wpd



NOTICE
This property is in
violation of the City
of York Property
Maintenance Code
Please contact the City of York
100 E. 4th, York, NE
(402) 363-2600

March 5, 2025 2:05 PM

RESOLUTION 2026-15

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

WHEREAS, there are certain items of City property and equipment surplus to City needs;
NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF YORK, NEBRASKA, hereby resolves as follows:

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

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

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

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

PASSED AND APPROVED this 21st day of May, 2026.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk

EXHIBIT A

UNIT #	YEAR	DESCRIPTION	DEPARTMENT	VALUATION	SERIAL #
		Punching Bag	Comm Center		
		Baseball/T-ball Equipment/Supplies	Parks		
		Library First Quarter Cleanout	Library	37,733.21	

	Count	Cost
1: Unassigned	0	\$0.00
2: Adult Fiction	1	\$19.04
3: Non-fiction	6	\$95.76
4: Biography	1	\$25.95
5: Large Print Fiction	8	\$195.44
6: DVD	2	\$13.00
13: YA Fiction	0	\$0.00
14: YA Graphic Novel	0	\$0.00
17: Juve Fiction	3	\$26.25
18: Juve Non-fiction	1716	\$33,052.51
19: Juve readers	247	\$3,697.07
20: Juve picture books	7	\$84.41
21: Juve Graphic Novel	1	\$23.99
22: Juve DVD	2	\$0.00
29: Board Books	8	\$47.20
32: Equipment	0	\$0.00
33: Reference material	1	\$19.44
34: Meeting Room	0	\$0.00
35: Program Count	0	\$0.00
36: 4H Bags	0	\$0.00
NONE	34	\$433.15
	2037	\$37,733.21

ORDINANCE NO. 2436

AN ORDINANCE TO AMEND CHAPTER 52 OF THE YORK CITY CODE TO ENACT A SECTION TO PERMIT THE OPERATION OF UTILITY-TYPE VEHICLES WITHIN THE CORPORATE LIMITS OF THE CITY AS AUTHORIZED BY NEB. REV. STAT. §60-6,356; TO IMPOSE A PENALTY FOR THE VIOLATION OF THIS SECTION; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Chapter 52 of the City Code of the City of York, Nebraska is hereby amended to enact a section to permit the operation of utility-type vehicles within the corporate limits of the City as provided herein.

Section 2. Chapter 52 of the City Code is amended to enact the following section:

Utility-type vehicles authorized to be operated within the corporate limits of the City.

Utility-type vehicles as defined in Neb. Rev. Stat. §60-6,355 may be operated within the corporate limits of the City as authorized by Neb. Rev. Stat. §60-6,356. An operator of a utility-type vehicle shall comply with all conditions and requirements for the operation of such vehicle as provided in Neb. Rev. Stat. §60-6,356 and Neb. Rev. Stats. §§60-6,355 through 60-6,361 R.R.S. as amended.

Section 3. The following conditions and requirements shall apply to the operation of a utility-type vehicle in the corporate limits of the City:

- (1) A utility-type vehicle shall not be operated on any controlled-access highway with more than two marked traffic lanes. The crossing of any controlled-access highway with more than two marked traffic lanes shall not be permitted except as provided in this section. This section shall authorize and apply to the operation of a utility-type vehicle only on a highway other than a controlled-access highway with more than two marked traffic lanes.
- (2) (a) A utility-type vehicle may be operated when such operation occurs.
 - (i) Between the hours of sunrise and sunset;
 - (ii) Between the hours of sunset and sunrise for purposes of snow removal within the corporate limits of the City; or
 - (iii) Between the hours of sunset and sunrise within the corporate

limits of the City if:

(A) The headlight for the utility-type vehicle displays a white light and:

(I) For multiple beam headlights, the upper beam sufficiently illuminates any person, vehicle, or substantial object at a distance of at least one hundred feet in front of the utility-type vehicle, and the lowermost beam sufficiently illuminates any person, vehicle, or substantial object at a distance of at least fifty feet in front of the utility-type vehicle; and

(II) For single beam headlights, the headlight sufficiently illuminates any person, vehicle, or substantial object at a distance of at least one hundred feet in front of the utility-type vehicle, and the high intensity portion of the light does not project higher than the level of the center of the headlight; and

(B) The taillight for the utility-type vehicle displays a red light that is plainly visible from a distance of five hundred feet behind the utility-type vehicle.

(b) Any person operating a utility-type vehicle shall:

(i) Have a valid Class O operator's license or a farm permit as provided in section 60-4,126;

(ii) Have liability insurance coverage for the utility-type vehicle while operating such utility-type vehicle on a highway; and

(iii) Not operate the utility-type vehicle at a speed in excess of thirty miles per hour.

(c) The person operating a utility-type vehicle shall provide proof of such insurance coverage to any peace officer requesting such proof within five days of such a request.

(d) When operating a utility-type vehicle, the headlight and taillight of the vehicle shall be on and the vehicle shall be equipped with a bicycle safety flag which extends not less than five feet above ground attached to the rear of such vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty square inches and shall be day-glow in color.

- (3) Utility-type vehicles may be operated without complying with subsection (3) of this section on highways in parades which have been authorized by the State of Nebraska or any department, board, commission, or political subdivision of the state, or in any special event as authorized by the special event permit holder.
- (4) The crossing of a highway other than a controlled-access highway with more than two marked traffic lanes shall be permitted by a utility-type vehicle without complying with subsection (3) of this section only if:
 - (a) The crossing is made at an angle of approximately ninety degrees to the direction of the highway and at a place where no obstruction prevents a quick and safe crossing;
 - (b) The vehicle is brought to a complete stop before crossing the shoulder or roadway of the highway;
 - (c) The operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard.
 - (d) In crossing a divided highway, the crossing is made only at an intersection of such highway with another highway; and
 - (e) Both the headlight and taillight of the vehicle are on when the crossing is made.
- (5) Except as provided in subsection (6) of this section, the crossing of a controlled-access highway with more than two marked traffic lanes shall be permitted by a utility-type vehicle if the operation is in accordance with the operation requirements of subsection (3) of this section and if the following requirements are met:
 - (a) The crossing is made at an intersection that:
 - (i) Is controlled by a traffic control signal; or
 - (ii) For any intersection located outside the corporate limits of a city or village, is controlled by stop signs;
 - (b) The crossing at such intersection is made in compliance with the traffic control signal or stop signs.
- (6) When the use of the utility-type vehicle is for an agricultural purpose, the crossing of a controlled-access highway with more than two marked traffic lanes shall be permitted if such vehicle is operated in accordance with

subsection (3) of this section.

- (7) Such vehicle may not be operated on any City trails, paths, sidewalks, drives or other City property.

Section 4. Any person who violates this ordinance shall be punished as provided by this Code.

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

Section 6. This ordinance shall be in full force and effect from and after its passage, approval and publication pursuant to law.

PASSED AND APPROVED by the York City Council this ____ day of _____, 2026.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk

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ORDINANCE NO. 2437

AN ORDINANCE TO AMEND CHAPTER 52 OF THE YORK CITY CODE TO ENACT AN ORDINANCE TO PERMIT THE OPERATION OF GOLF CAR VEHICLES WITHIN THE CORPORATE LIMITS OF THE CITY AS AUTHORIZED BY THIS ORDINANCE AND NEB. REV. STAT. §60-6,381; TO IMPOSE A PENALTY FOR THE VIOLATION OF THIS SECTION; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Chapter 52 of the City Code of the City of York, Nebraska is hereby amended to enact an ordinance to permit the operation of golf car vehicles within the corporate limits of the City as provided herein.

Section 2. Chapter 52 of the City Code is amended to enact the following ordinance:

Golf car vehicles authorized to be operated within the corporate limits of the City.

As provided in Neb. Rev. Stat. §60-6,381(2) (Reissue 2021) golf car vehicles are authorized to be operated within the corporate limits of the City subject to the following conditions and requirements:

1. Golf car vehicles may only be operated on City streets that have speed limits of 35 miles per hour or less. Golf car vehicles may not be operated on the following streets except to cross the street: Blackburn Avenue, Delaware Avenue, Division Avenue, Nobes Road, 6th Street, and 25th Street.
2.
 - (i) Between sunrise and sunset;
 - (ii) The operator shall not operate the golf car vehicle at a speed in excess of twenty miles per hour; and
 - (iii) Such vehicles may not be operated on any City trails, paths, sidewalks, drives or other City property.
3. Any person operating a golf car vehicle shall:
 - (i) Have a valid Class O operator's license; and
 - (ii) Have liability insurance coverage for the golf car vehicle while operating such vehicle on a street or highway.

4. A golf car vehicle shall not be operated at any time on any state or federal highway but may be operated upon such a highway in order to cross a portion of the highway system which intersects a street.
5. The crossing of a highway shall be permitted by a golf car vehicle only if:
 - (a) The crossing is made at an angle of approximately ninety degrees to the direction of the highway and at a place where no obstruction prevents a quick and safe crossing;
 - (b) The golf car vehicle is brought to a complete stop before crossing the shoulder or roadway of the highway;
 - (c) The operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard; and
 - (d) In crossing a divided highway, the crossing is made only at an intersection of such highway with a street or road, as applicable.
6. Golf car vehicles may be operated during an authorized special event as authorized by the special event permit holder.
7. The operator of the golf car vehicle shall further comply with all applicable state statutes.

Section 3. Any person who violates this ordinance shall be punished as provided by this Code.

Section 4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall be in full force and effect from and after its passage, approval and publication pursuant to law.

PASSED AND APPROVED by the York City Council this ____ day of _____, 2026.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk

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