

AGENDA  
CITY COUNCIL, YORK, NEBRASKA  
Thursday, June 4, 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 28, 2026
3. Pledge of Allegiance
4. Roll Call
5. Consider approval of the minutes of the May 21, 2026 meeting
6. Claims of Elected Officials
  - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$1,735.55
  - 6.2. Claim for Stephen Postier of the York County Development Corporation in the amount of \$9,077.25
7. Claims for the period of May 22, 2026 through June 4, 2026
8. City Administrator Report
9. Consider approval of an Expedited Review TIF Project Application filed by Spencer Galaway, for parcel 930179005, for a new structure to relocate Proven Truck & Trailer Repair
10. Consider approval of a special designated license for Blended Distilling for a tasting and sales event on October 4, 2026 at the Cornerstone Ag/Mercantile Building, 2400 N. Nebraska Avenue, York

11. Consider approval of a Letter Agreement for Professional Services with Olsson Inc. for a Stormwater Pond Design & Roadway/Infrastructure Improvements North of W. 25th Street and East of Highway 34, York, Nebraska, in the amount of \$139,500.00
12. Mayor Appointments:
  - 12.1. Reappointment of Mary Scott and Jean Vincent to the Anna Bemis Palmer Museum Advisory Board for a term ending July 15, 2029
13. Consider approval of Resolution 2026-16 to adopt certain changes enacted under the Cities of the First Class Firefighters Retirement Act and to adopt other such changes required by applicable law
14. Adjournment

# What to watch THURSDAY

May 28, 2026

All times Central. Start times can vary based on cable/satellite provider. Confirm times on your on-screen guide.

## Scrabble

**The CW, 7 p.m.**  
Word warriors face off to conquer their opponents in their journey toward a \$10,000 prize in the new episode "Drawn to the Quest." Craig Ferguson hosts.

## Rise and Fall of the Roman Empire: 'The Fall'

**History, 7 p.m.**  
The second part of this two-night special chronicles Rome's fall. While wars fuel unprecedented expansion across Europe, Rome reaches its cultural peak, attracting philosophers, doctors and dignitaries from around the world, and the Colosseum plays host to ever more lavish games. But in the 160s CE, disaster strikes: Germanic invasions, the plague and a new leader, Emperor Commodus, plunge Rome into chaos. His chaotic reign sparks civil wars and widespread famine, and pushes Rome to the brink of bankruptcy. Rome's culture is also changing. But on the horizon, even bigger threats emerge: the Visigoths, the Vandals and Attila the Hun — fearsome invaders intent on sacking Rome and bringing an empire that has reigned for a thousand years to its knees.

## Trivial Pursuit

**The CW, 8 p.m.**  
A mathematician tries to model the right equation in the six iconic Trivial Pursuit categories to try to win \$20,000 in the new episode "By the Numbers." LeVar Burton hosts.

## Half Man

**HBO, 8 p.m. ■ Series Finale**  
Catch the conclusion of the limited drama series capturing 30 years in the lives of friends Ruben (Richard Gadd) and Niall (Jamie Bell), and exploring the brotherhood, violence and intense fragility of male relationships.



'Half Man' HBO

## That Thrifting Show With Lara Spencer

**Freeform, 9 p.m. ■ Season Finale**  
The final interior design duos race against the clock to transform their rooms in only two days with \$2,000, and every "new" piece

thrifed, upcycled or creatively reimaged. In the season finale, "Dorm Sweet Dorm," Lara Spencer challenges both husband-and-wife design teams to transform a dorm room with Southern charm or boho flair. The couples go wild with patterns, macramé and bold details to create cozy, standout spaces.

## CATCH A CLASSIC

### Mildred Pierce

**MOVIES!, 8:45 p.m.**  
Mother/daughter relationships can be complicated, but nothing compares to this one in the 1945 classic *Mildred Pierce*. Joan Crawford stars as Mildred, an independent mother of two daughters, who divorces her failing husband and starts her own financial success in the restaurant industry. When an investigation into the death of her second husband turns eyes on her, Mildred must explore the complexities of her relationship with her resentful oldest daughter. The film received six Oscar nominations, with Crawford taking home the gold for Best Actress in a Leading Role.



EVERETT COLLECTION

## MOVIES YOU'LL LOVE



'Rambo: Last Blood' YANA BLAJEVA

**A Complete Unknown** (2024, Biography) Timothée Chalamet, Edward Norton **HBO, 5:35 p.m.**

**Cruella** (2021, Comedy) Emma Stone, Emma Thompson **Freeform, 5:50 p.m.**

**A League of Their Own** (1992, Comedy-drama) Tom Hanks, Geena Davis **E!, 6 p.m.**

**The SpongeBob Movie: Sponge Out of Water** (2015, Children) Tom Kenny, Bill Fagerbakke **NICK, 6 p.m.**

**Accused: The Karen Read Story** (2026, Docudrama) Katie Cassidy, Luke Humphrey **LMN, 7 p.m.**

**He Got Game** (1998, Drama) Denzel Washington, Ray Allen **VH1, 7 p.m.**

**There She Goes** (2024, Romance-comedy) Utkarsh Ambudkar, Rachael Leigh Cook **FOX, 7 p.m.**

**Tyler Perry's Acrimony** (2018, Suspense) Taraji P. Henson, Lyriq Bent **BET, 8 p.m.**

**Contact** (1997, Science fiction) Jodie Foster, Matthew McConaughey **MGM, 9 p.m.**

**Rambo: Last Blood** (2019, Action) Sylvester Stallone, Paz Vega **BBC America, 9 p.m.**

**Jupiter Ascending** (2015, Science fiction) Channing Tatum, Mila Kunis **SYFY, 9:30 p.m.**

**Dead Presidents** (1995, Drama) Larenz Tate, Keith David **VH1, 10 p.m.**

From the editors of **weeklytv** TV Weekly and **tvinsider.com**

# MUST-SEE MOVIES

ALL MONTH LONG

# StayTuned

What2Watch All Month Long!

# \$3.99/Month

CALL: 888-899-9992

Mention code: tune1

# Mullin threatens blue cities

DAVID SHEPARDSON  
Reuters

WASHINGTON — Homeland Security Secretary Markwayne Mullin said the Trump administration is drawing up plans to stop processing international travelers and cargo at major U.S. airports in "sanctuary cities" that declined to cooperate with an immigration crackdown.

The move could effectively halt international air travel and commerce at major airports in Democratic states, with millions of foreign tourists expected to stream in for next month's start of the FIFA World Cup.

Mullin told Fox News Channel's Sean Hannity in an interview broadcast Tuesday that he met White House officials but said no decision was made whether to proceed.

"We are currently — which we're not initiating yet — but we're currently drawing up plans," Mullin said.

"We shouldn't be processing international flights into their cities," he added, in a reference to sanctuary cities, where he suggested "local radical left Democrats aren't allowing us to do our job and enforce federal laws."

Last week, Reuters and other media reported that Mullin privately told U.S.

travel executives his department could opt to stop customs and immigrations processing of international travelers.

The U.S. Justice Department published a list of so-called sanctuary cities and states that included many cities with major international airports.

Among these were Boston, Denver, Philadelphia, Chicago, Los Angeles, New York City, Newark, Seattle and San Francisco.

Mullin first publicly made the threat in April during a dispute over funding for his department but said Tuesday the idea was under active consideration.

Democrats say reforms are needed to rein in abuses by Immigration and Customs Enforcement and Customs and Border Protection, including the killing of two U.S. citizens in Minneapolis in January.

The U.S. Travel Association, which represents major airlines, hotels, car rental firms and other travel companies, told Reuters on Friday its representatives met with Mullin.

Mullin "confirmed his previous comments that the administration is considering a withdrawal of CBP officers from international airports in certain sanctuary cities," U.S. Travel added in a

statement to Reuters.

It also flagged the devastating consequences for the travel industry and communities dependent on international visitors.

More than 50 million international travelers arrived at the three major New York airports alone

last year.

Reducing customs staffing at major airports would disrupt operations significantly for carriers, travelers and the flow of international cargo, Airlines for America, a grouping of major passenger and cargo airlines, said last week.



JONATHAN ERNST, REUTERS

Homeland Security Secretary Markwayne Mullin delivers remarks May 13 at an event at ICE Headquarters in Washington, D.C.

## LEGAL NOTICES

### Notice of Public Hearing - Proposed Changes to Rule 5 - Upper Big Blue NRD Groundwater Management Regulations

The Upper Big Blue Natural Resources District (District) will hold a public hearing on June 18, 2026, at 6:00 p.m. at the District Office at 319 East 25th Street, York, Nebraska 68467. This hearing is for citizens to provide testimony concerning changes to the District's Rule 5 - Groundwater Management Rules and Regulations including language changes in Chapter 22 Phase II Requirements and Chapter 26 Hastings Wellhead Protection Groundwater Management Area. The proposed changes will remove the training requirement and reporting requirement for dryland crop land and irrigated land smaller than twenty-five acres in size. The proposed change will also provide for voluntary periodic reporting of best management practices for dryland crop land and irrigated land smaller than twenty-five acres in size. A complete copy of the revised Rule 5 and the proposed changes are available at the District Office and on the District's website <https://www.upperbigblue.org/public-hearing-rule-5-proposed-changes-dryland-reporting-requirements> or by scanning the QR code in this notice. Written comments can be mailed to or dropped off at the Upper Big Blue Natural Resources District, 319 East 25th Street, York, NE 68467 on or before 5:00 p.m. June 17, 2026.

Persons requiring assistance or auxiliary aides to attend and/or participate in the hearing should contact the Upper Big Blue Natural Resources District at the address above or by calling 402-362-6601.



May 28, June 4, 11, 2026  
COL-NE-1601245

### CITY OF YORK NOTICE OF MEETING

Notice is hereby given that a budget workshop of the City Council as Committee of the Whole of the City of York, Nebraska, will be held immediately following the adjournment of the City Council meeting on Thursday, June 4, 2026 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public. 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 28, 2026  
COL-NE-1601229

### 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, June 4, 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 28, 2026  
COL-NE-1601011 ZNEZ

## Legals

**Shockey 105580**  
SouthLaw, P.C.  
13160 Foster, Suite 100  
Overland Park, KS 66213-2660  
(913) 663-7600  
File No. 105580

**NOTICE OF TRUSTEE'S SALE**  
For default in the payment of debt secured by a deed of trust executed by Charles D. Shockey and Kimberly D. Shockey, dated September 29, 2005, and recorded on November 30, 2005, Document No. 2843, in Book No. 413, at Page 113 in the Office of the Recorder of Deeds, York County, Nebraska, the undersigned Successor Trustee will on July 17, 2026, at 11:30 AM, at the north doors on the west side of the York County Courthouse, York, Nebraska, sell at public vendue to the highest bidder for cash:

West Half (W1/2) of Lot Three (3) in BREWER'S SUBDIVISION, a part of the City of York, in York County, Nebraska,

commonly known as 616 W. 8th Street, York, NE, 68467 subject to all prior easements, restrictions, reservations, covenants and encumbrances now of record, if any, to satisfy the debt and costs.

Liliana E. Shannon, Successor Trustee  
First Publication: May 21, 2026

**NOTICE**  
Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. §1692c(b), no information concerning the collection of this debt may be given without the prior consent of the consumer given directly to the debt collector or the express permission of a court of competent jurisdiction. The debt collector is attempting to collect a debt and any information obtained will be used for that purpose (No. 105580). For more information, visit [www.SouthLaw.com](http://www.SouthLaw.com)  
May 21, 28, June 4, 11, 18, 2026  
COL-NE-1601206

# SWEETS FOR YOU

Who doesn't love good Chocolate!

JUST FOR YOU - 1 PIECE OR 100.

## Davisson Furniture Center

The Magic Starts Here!

2767 Progressive Rd. (South Hwy. 15) • Seward, NE

402-643-3777

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

**REGULAR MEETING  
CITY COUNCIL – YORK, NEBRAKSA  
May 21, 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.

Notice of this meeting was given in advance thereof by publication in the York News Times on May 14, 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.

Mayor: Barry Redfern: Present. Councilmembers: Doreen Lopez: Absent, 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, Police Chief Edward Tjaden, Fire Chief Tony Bestwick, Public Works Director James Paul, Zoning Director Dan Aude and City Clerk Amanda Ring.

**Minutes**

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

**Claims of Elected Officials**

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$2,420.06. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Doreen Lopez: Absent, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Abstain (With Conflict), Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Motion to approve the claim for Jeff Pieper of Pieper's Inc. in the amount of \$621.25. Ayes with a motion by Jerry Wilkinson and a second by Jeff McGregor. Doreen Lopez: Absent, Scott Van Esch: Yea, Jeff Pieper: Abstain (With Conflict), Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

**Claims**

Motion to approve the claims for May 8, 2026 through May 21, 2026. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Doreen Lopez: Absent, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

**Department Activities Reports for April 2026**

Motion to approve the departmental activities reports for the month of April 2026. Ayes with a motion by Scott Van Esch and a second by Jennifer Sheppard. Doreen Lopez: Absent, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

**Cash Balances for April 2026**

Motion to approve the cash balances for the month of April 2026. Ayes with a motion by Jerry Wilkinson and a second by Jeff McGregor. Doreen Lopez: Absent, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

**City Administrator Report**

Dr. Crawford shared with the Council that the department heads have been working on the budget since the beginning of March. Now it is time for Council to start reviewing the budget documents. She discussed the budget timeline and stated the public hearing for the budget will be held on September 3, 2026. It was also stated that the library and parks and recreation were kicking off all the summer programming.

**American Fence Co. – Central Park Fence**

Dr. Crawford stated this fence was for the property that had recently been cleaned up on the south side of the municipal building. This project was put out to bid and there was one bid received. She recommended approval of this bid and answered questions of the Council.

Motion to approve the bid from American Fence Company of Lincoln Inc for Central Park Fence in the amount of \$23,354.05. Ayes with a motion by Jennifer Sheppard and a second by Jeff McGregor. Doreen Lopez: Absent, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

#### Sunset Bowl – SDLs for Cornhole League

Lori Day, 37 York Mobile Plaza, York, spoke regarding the special designated licenses. She said it was updated to remove the June 5th license as it wasn't necessary. This cornhole league runs June 12 through August 7th this year. This is the 3rd year of the drop-in cornhole league. Usually there are anywhere from 25-75 participants. Motion to approve ten Special Designated Licenses for Sunset Bowl Cornhole League, 1923 N. Lincoln Ave for the following dates: 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. Ayes with a motion by Jeff Pieper and a second by Jennifer Sheppard. Doreen Lopez: Absent, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

#### Airport Reconstruction – Olsson Engineering

James stated this was to complete the engineering on the reconstruction of the runways at the airport. There was an independent fee estimate received, compared against Olsson's fees and reviewed and negotiated. This process was submitted to the state and regional FAA for review and approval. Curtis Christianson with Olsson then gave a brief update regarding all that has taken place to be at this point with the runway engineering. He then answered questions of the Council.

Motion to approve the 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. Ayes with a motion by Jeff Pieper and a second by Jerry Wilkinson. Doreen Lopez: Absent, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

#### General Traffic Controls – Two Controller Cabinets

James stated these two are the last traffic control cabinets to make them all interchangeable. One controller is to be paid with re-use monies and the other will be paid from the street budget. There are funds in the street fund to cover this budget year, but with there being a 5–6 month lead time, it will likely be paid next budget year.

Motion to approve the 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. Ayes with a motion by Tony North and a second by Jeff McGregor. Doreen Lopez: Absent, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

#### Annual report for the Fire Department

Chief Tony Bestwick highlighted vital statistics for his annual report. There were 1,700 calls for the year. All numbers were up across all categories for the year. The report gave a highlight for different things happening throughout each month. He shared the blizzard in March 2025 presented challenging conditions, but the firefighters and EMS personnel continued responding to emergencies and working alongside city and county partners to keep residents safe. Staff spent a significant amount of time with interns from Southeast Community College and Central Community College. He also shared two retirements in the department that are happening in the month of June.

#### Review of the 911 Communications Budget for 2026-2027

Mindy Gerken, 510 N. Lincoln Avenue, answered questions from the Council's last meeting. She stated the maintenance agreement had gone over budget this current year because there was an attempt to approve a Motorola contract through the State that was not approved. That bill was \$30,000 alone. The office equipment repair line was also increased due to the monthly fee paid to the Soarin Group. It was anticipated to increase and there are also monitors that are going to need to be replaced. She also spoke on the staffing shortages happening within the department. They have been down two employees and recently lost a third.

#### Public Hearing for Preliminary and Final Plat

The Mayor stated this was the time and place for a public hearing on the preliminary and final plat for Replat 1, a replat of Lots 1 thru 5, Block 4, Shadow Brook Addition, City of York. Dan stated this parcel was east of Maine Avenue and north of 18th Street. It was currently five lots and being split into seven lots. It's zoned residential and permitted use is one and two-family dwellings. It was recommended by the Planning Commission and meets all the city's zoning and ordinance requirements. Thomas Kayton, 1119 Augusta Drive, Seward, shared these were five single family lots and in order to fit the floor plan and accommodate the duplexes, the lots had to be changed to seven lots. Construction is to start in the next couple weeks. There was no other public comment.

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

#### Mayor Appointments

Motion to approve the reappointment of Bre Egr to the Personnel Board for a term ending June 1, 2030. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Doreen Lopez: Absent, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Motion to approve the reappointment of Mark Powers to the Library Advisory Board for a term ending July 1, 2031. Ayes with a motion by Tony North and a second by Jennifer Sheppard. Doreen Lopez: Absent, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Motion to approve the reappointment of Mark Deepe to the Aviation Board for a term ending June 1, 2029. Ayes with a motion by Jeff Pieper and a second by Jeff McGregor. Doreen Lopez: Absent, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Public Hearing for New Liquor License - Class I

The Mayor stated this was the time and place for a public hearing for a Class I liquor license for Steve Inc. dba Hampton Inn - York. Steve Beller, 2006 Hillview Drive, Norfolk, shared the plan is to install and automatic self-pour machine. This is for the guests of the hotel. There was no other public comment.

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 21<sup>st</sup> 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 made and such recommendation be transmitted to the Nebraska Liquor Control Commission.

Motion to recommend to the State for a new Class I Liquor License for Steve Inc. DBA Hampton Inn, 309 W. David Drive, York per Resolution 2026-13. Ayes with a motion by Jennifer Sheppard and a second by Jeff McGregor. Doreen Lopez: Absent, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Resolution 2024-14 – Condemn 807 S. Grant Avenue

RESOLUTION NO. 2026-14

WHEREAS, the Zoning Administrator of the City of York, Nebraska has determined that property located at 807 S. Grant Av e., 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.

Dan stated this property was posted on March 5, 2025. After working with legal, it has been determined to move forward with the condemnation of this house. The city will incur the expense of the demolition. Dan answered questions of the Council.

Motion to approve Resolution 2026-14 to condemn the structure located at 807 S. Grant Ave as determined to be unsafe and unfit for human occupancy. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch. Doreen Lopez: Absent, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

Resolution 2026-15 – Surplus Property  
**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.

**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	

Motion to approve Resolution 2026-15 declaring certain city property surplus and authorizing disposition of surplus property. Ayes with a motion by Jeff Pieper and a second by Jennifer Sheppard. Doreen Lopez: Absent, Scott Van Esch: Yea, Jeff Pieper: Yea, Jeff McGregor: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea.

First Reading on UTV and Golf Car Vehicle Ordinances

Councilmember Sheppard spoke on conversations had within the Ordinance Committee. She stated this was the third time in five years they have been approached about trying to get an ordinance passed for UTVs and golf car vehicles. State statute is what is going to be followed along with some other regulations regarding each type of vehicle. Golf car vehicles will be restricted to certain streets. The expectation is that citizens will follow the rules and be responsible when driving these types of vehicles around town. From previous conversations, the stipulation of an annual fee and inspection has been removed. Class O licenses are required to drive these vehicles which means only those over 18 will be allowed to drive. Any person in violation of the ordinances shall be punished as provided by the City Ordinances. Councilmember North stated he only heard support for these ordinances. There will be three readings to give the public the opportunity to give feedback or share concern. It's possible to be repealed if these vehicles become a problem. John Biel, 515 E. 18th Street, shared that he appreciated the time that was spent on this process. He felt most who would utilize these types of vehicles would respect the rules set forth. He thanked all those involved for the time and work put forth for these ordinances. Dan Aude, 1317 Road 15, Geneva, stated that he was in opposition of these ordinances. He believes there needs to be more police officers to help patrol for these vehicles. He shared a situation he encountered in another town where similar ordinances had been passed and there was a situation with an underage driver. He is concerned that similar situations may happen here if these ordinances go into effect. Amy Lehman, 1430 S. Grant Ave, shared concerns about a farm permit being a valid license to operate these vehicles in town. A farm permit can be obtained by a 13-, 14- or 15-year-old. Councilmember Postier shared he would like to see language added for driving as far right as possible when in these vehicles, visual safety signs for the golf car vehicles and that there could possibly be a benefit of having these vehicles being licensed. The second reading for these ordinances will be June 4, 2026.

First Reading:

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.

First Reading:

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.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 6:47 p.m.

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

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

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME
01-00010	GALE	6	859.50	N		
01-00110	MATHESON TRI-GAS	2	89.95	N		
01-00120	JACKSON SERVICES INC	8	688.14	N		
01-00200	NEBRASKA MACHINERY CO	2	446.74	N		
01-00210	EAKES OFFICE PLUS	6	1,747.37	N		
01-00290	NORTH PRINTING & OFFICE S	9	1,735.55	N		
01-00300	BLACK HILLS ENERGY	3	346.58	N		
01-00340	BOUND TREE MEDICAL LLC	2	1,780.19	N		
01-00360	CITY OF YORK	2	25,022.30	N		
01-00370	CRESCENT ELECTRICSUPPLY	1	624.49	N		
01-00540	GLOBAL TECH, INC.	5	3,500.95	N		
01-00570	SUMMIT FIRE PROTECTION	2	859.70	N		
01-00620	ROY NICKELS	1	34.92	N		
01-00621	C R MURPHEY	1	1,865.01	Y		
01-00701	OLSSON ASSOCIATES	1	959.00	N		
01-00710	OVERLAND SAND & GRAVEL	1	1,069.21	N		
01-00740	TK ELEVATOR CORP	1	240.40	N		
01-00780	PRESTO X COMPANY	3	276.31	N		
01-00800	BURST, LLC	21	619.40	N		
01-00871	WALLINGFORD SIGN CO, INC.	1	305.80	N		
01-00960	GRAINGER	1	167.82	N		
01-01280	PLATTE VALLEY COMMUNICATI	1	329.50	N		
01-01290	GRAND CENTRAL FOODS, INC.	7	395.68	N		
01-01330	JLC, INCORPORATED	2	96.98	N		
01-01390	AFLAC	2	897.54	N		
01-01460	PERENNIAL POWER	1	11,865.56	N		
01-01470	SERVI-TECH LABORATORIES	2	368.00	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME
01-01510	HACH CO.	1	98.85	N		
01-01670	FRATERNAL ORDER OF POLICE	2	900.00	N		
01-01690	UNITED FUND	2	54.00	N		
01-01750	NEBRASKA PUBLIC HEALTH EN	1	353.00	N		
01-01841	CORNERSTONE BANK TRUST	4	334,342.50	N		
01-01990	WAGNER DECORATING	1	36.99	N		
01-02060	NE DEPT OF ENVIRONMENT &	2	925,490.83	N		
01-02250	MILLER SEED & SUPPLY CO	5	141.29	N		
01-02530	PEPSI COLA OF LINCOLN/ TO	5	1,793.00	N		
01-02560	COLEMAN OIL CO LLC	1	31.65	N		
01-02590	ADOPT A PET	1	3,583.33	N		
01-02650	O'REILLY AUTO PARTS	1	4.69	N		
01-02920	FALLER LANDSCAPE	2	3,439.86	N		
01-03240	YORK COUNTY DEVELOPMENT C	2	9,077.25	N		
01-03260	HOMETOWN LEASING	2	183.20	N		
01-03930	YORK CHAMBER OF COMMERCE	2	2,615.00	N		
01-04050	GALLS INCORPORATED	1	828.00	N		
01-04580	DEMCO	2	350.55	N		
01-06410	CASH-WA DISTRIBUTING	4	3,313.58	N		
01-06630	FASTENAL	1	37.37	N		
01-06970	SCOTT A. NISSEN DBA NISSE	2	861.15	N		
01-07690	TILLOTSON ENTERPRISES, IN	1	23,930.00	N		
01-08400	CREDIT MANAGEMENT SERVICE	1	129.44	N		
01-08950	PIZZA HUT	2	1,936.75	N		
01-0930	JOHN WEMHOFF	1	235.24	N		
01-09380	VAN KIRK BROS CONTRACTING	1	150,899.23	N		
01-1	MISCELLANEOUS VENDOR	1	25.00	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME
01-11010	VERIZON	2	1,649.38	N		
01-11190	MEAD LUMBER & RENTAL	2	121.60	N		
01-11450	HEIDI GREGG	1	397.13	N		
01-13260	BRYAN LGH MEDICAL CENTER	1	69.70	Y		
01-14460	HIEBNER BODY SHOP	1	456.04	N		
01-14770	STRYKER MEDICAL	1	11,857.60	N		
01-14850	CHEREE FOLTS	1	75.00	N		
01-14880	ALFRED BENESCH & CO	1	4,635.00	N		
01-15560	OMAHA TRUCK CENTER	1	349.73	N		
01-15930	STERICYCLE INC	1	652.47	N		
01-15980	HDR ENGINEERING INC	1	8,974.95	N		
01-16010	CHEMSEARCH	1	661.45	N		
01-16900	AQUA-CHEM INC	1	3,049.60	N		
01-18350	METERING & TECHNOLOGY SOL	1	5,850.86	N		
01-19590	COLONIAL LIFE	4	577.28	N		
01-19600	AMERITAS	3		N		
01-20600	TARGETSOLUTIONS LEARNING	1	4,410.00	Y		
01-22050	HEAVY METAL SUPPLY CO	2	95.53	N		
01-23350	YORK PUBLIC SCHOOLS	1	150.70	N		
01-24120	FIRESRING	1	186.50	N		
01-25080	DEARBORN NATIONAL-VOL FIR	1	136.80	N		
01-25100	NEBRASKA RURAL RADIO ASSO	11	3,175.00	N		
01-25650	CARDMEMBER SERVICE	1	6,812.13	N		
01-25890	VESSCO INC	1	2,814.53	N		
01-26150	VVS INC - CANTEEN	1	627.94	N		
01-26330	QUICK MED CLAIMS LLC	1	5,318.61	N		
01-27210	MIDWEST AUTO PARTS INC.	7	638.14	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME
01-27310	NICK'S FARM STORE	1	22.06	N		
01-27480	BRIAN ROWE	1	1,130.00	Y		
01-27500	NEBRASKA GENERATOR SERVIC	1	1,759.25	N		
01-28230	STANDARD INS CO	1	4,509.40	N		
01-28540	AMAZON BUSINESS	49	3,015.53	N		
01-28570	ERIC ECKERT	1	300.00	N		
01-29150	MEGAN MAKOVICKA	1	71.05	Y		
01-29250	SUNBELT RENTALS	1	4,663.85	N		
01-29270	ALLO	2	1,864.20	N		
01-29900	FIRST WIRELESS INC	1	2,043.06	N		
01-29980	BOMGAARS	1	1,684.53	N		
01-30150	CARRIE REMMERS	1	21.47	N		
01-30160	MCLEAN BEEF INC	2	1,725.00	N		
01-30250	POSITIVE CONCEPTS	1	920.00	N		
01-31130	DINGES PARTNERS GROUP LLC	3	5,642.50	N		
01-31310	TG TECHNICAL SERVICES	1	508.42	Y		
01-31490	VESTIS	1	134.11	N		
01-31510	HD SUPPLY	3	1,780.91	N		
01-31890	AUTOMATIC SYSTEMSGROUP,	3	3,369.42	Y		
01-32750	PRODUCTION CREEK LLC	1	22.00	Y		
01-32860	ARNOLD MOTOR SUPPLY, LLP	4	1,055.98	Y		
01-33060	SKYLINE PHARMACEUTICALS	2	612.37	N		
01-33680	COMMUNICATIONS ENGINEERIN	1	2,764.00	N		
01-33800	AIRGAS LLC	2	144.50	N		
01-33880	TRICKL-EEZ IRRIGATION INC	1	60.65	N		
01-33900	PORTOLITE PITCHING MOUNDS	1	2,198.00	N		
01-33910	CELLEBRITE INC	1	16,099.75	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME
01-33920	FIRE & POLICE SELECTION I	1	500.00		N	
*** REPORT TOTALS ***		285	1,644,250.02			
		Payroll	240,419.41			
		Total	1,884,669.43			

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

For Official Use

Date Received 05/22/24

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

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

County Name <u>York</u>	City <u>York</u>
Redeveloper (Owner) <u>Spencer Galaway</u>	
Redevelopment Project Name <u>Proven Truck &amp; Trailer Repair LLC</u>	
Parcel Number <u>930179005</u>	
Application Date of the Expedited Redevelopment <u>5/22/26</u>	

1. What are the existing uses and condition of the property within the redevelopment project area?  
Undeveloped Lot Currently Seasonal Alfafa

2. What are the proposed uses of the property within the redevelopment project area?  
Build a New Structure To Move Proven Truck & Trailer Repair in so.

3a. Has the structure been within the corporate limits of the city for at least sixty years? Yes  (25 yrs) No \_\_\_\_\_

3b. If the project includes the redevelopment of a vacant lot that is within the corporate limits of the city, has that lot been platted for at least sixty years? Yes  (25 yrs) No \_\_\_\_\_

4. What is the current assessed value of the property within the redevelopment project area?  
\$90,559

5. What the increase in the assessed value of the property within the redevelopment project area that is estimated to occur as a result of the redevelopment project?  
\$1,377,589 Increase = 1,287,030

6. Will the redevelopment project be financed in whole or in part through the division of taxes as provided in section 18-2147? Yes  No \_\_\_\_\_

7. What are the agreed-upon costs of the redevelopment project? \$1,459,700

Spencer Galaway Redeveloper's Signature      5/22/26 Date

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

(see form instructions on reverse)







## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

May 28<sup>th</sup>, 2026

City of York  
Attn: Dr. Sue Crawford, City Administrator  
100 E 4<sup>th</sup> St  
PO Box 276  
York, NE 68467

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
Stormwater Pond Design & Roadway/Infrastructure Improvements. (the "Project")  
North of W 25<sup>th</sup> Street & East of Highway 34, York NE

Dear Ms. Crawford

It is our understanding that the City of York ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, any exhibits attached hereto and Olsson's General Provisions (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed any exhibits attached hereto and the General Provisions, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

## **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: June 2026  
Anticipated Completion Date: Fall 2026

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates upon mutual agreement with the Client, unless the Client fails to comply or causes undue delay.

## **COMPENSATION**

### **Phase 100 & Phase 200**

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of One Hundred Thirty-Seven Thousand and Five Hundred dollars (\$137,500). Olsson's reimbursable expenses for this project are included in the lump sum.

### **Phase 300**

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement for Phase 300. Anticipated Budget is \$2000. Client will be contacted for approval of additional fee if anticipated budget is exceeded.

Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

## **TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be James Paul II, Director of Public Works.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson via email: [jreiter@olsson.com](mailto:jreiter@olsson.com). This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By   
Jacob Reiter, P.E.

By   
Matthew Rief, P.E.

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

**CITY OF YORK**

By \_\_\_\_\_  
Mayor Barry Redfern

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

Attachments

Scope of Services

General Provisions

Master Plan - "Exhibit A"

Labor Billing Rate Schedule

Reimbursable Expense Schedule

## SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated May 27, 2026 between City of York and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

### PROJECT DESCRIPTION AND LOCATION

Project will be located at: North of W 25<sup>th</sup> Street & East of Highway 34, York NE

Project Description: Preparing a Drainage Study for regional detention and Construction Documents for Drainage Design. As well as Roadway / Infrastructure Improvements for water main, sewer main and roadway.

### SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

#### PHASE 100 - REGIONAL DETENTION STUDY AND STORMWATER DESIGN

Using the approved site plan, attached as **Exhibit "A"**, Olsson shall prepare a drainage analysis with calculations, exhibits and construction plans for a regional detention pond serving the approximate 200 acre development. Plans shall be prepared in accordance with standards set forth by the local government agencies and the Client's design criteria. Deliverables shall include the following:

- Drainage Study: Study shall encompass existing drainage patterns and proposed drainage patterns. Post Construction Stormwater Management Plan (PCSMP) and Drainage Report shall be submitted to client and approved prior to construction plan development. The current concept area will be analyzed to confirm the indicated location is most appropriate for the area.
  - Evaluate the existing and proposed drainage infrastructure.
- Construction Plans for Regional Stormwater Pond:
  - Plans will meet requirements of the Clean Water Act's National Pollutant Discharge Elimination Systems (NPDES).
  - Analysis and design of the Regional Stormwater Pond shall be based on a 10-year storm event.
  - Submit drainage improvement plans to the City of York and address review comments.
- Construction documents shall include the following plans:
  - Prepare mass grading package for the limits of drainage improvements as shown attached **Exhibit "A"**.
  - Mass Grading Plan shall include contours at one-foot intervals and spot elevations in low and high areas.
  - Demolition Plan: Shall show existing structures, utilities and vegetation to be removed.
  - SWPPP Plan: Design an erosion and sediment control plan which shall meet the requirements of the State NPDES Permit and local agency requirements and which shall include BMP's such as silt fence, construction entrances, sediment basins, etc.

- Final Grading and Drainage Plan: Shall include proposed and existing contours, vertical control information for surface drainage patterns.
- Storm Sewer Plan: Shall include location of public storm sewer. This shall include plan and profile sheets of storm sewer collection line.
- Construction Details: Shall include miscellaneous construction details required to construct the Project.
- Construction Specifications: Shall reference City of York Standards and shall be in the form of notes on the plans.
- Project Management: Shall include maintaining project schedule, client updates, and client meetings.
- Prepare Engineer's Opinion of Probable Construction Cost.
- Quality Control: Olsson will conduct internal quality reviews at the 30%, 60% and 90% design stages.
- Bidding: Assist the Client with bidding.
  - Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.
  - Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.
  - Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

## PHASE 200 – PUBLIC IMPROVEMENTS DESIGN

Using the approved site plan, attached as **Exhibit "A"**, Olsson shall prepare a base site drawing and construction plans for the development. Plans shall be prepared in accordance with standards set forth by the local government agencies and the Client's design criteria. Plans shall include the following:

- Construction Plans for Public Improvements Design:
- Prepare public improvement plans in accordance with City of York standards for the following improvements:
  - Roadway Improvements – Approximately 1,400 lineal feet
  - Water Main Improvements – Approximately 4,300 lineal feet to create looped supply.
  - Sanitary Sewer Improvements – Approximately 2,300 lineal feet.
- Design shall be in accordance with City of York design standards and shall reference City of York Standard Construction Specifications.
- Develop water main plan and profile drawings. Design location of valves, fittings and fire hydrants. Assume 25<sup>th</sup> Street water main connection will be routed to west, then north along proposed link road, east along north side of Lot 2, and south to connect at 26<sup>th</sup> Street.

- Submit water main plans to the State of Nebraska and address review comments to obtain construction permitting.
- Develop sanitary sewer plan and profile drawings. Design location of manholes. Assume 25<sup>th</sup> Street sanitary main connection will be routed to west, then north along the proposed link road.
  - Submit sanitary sewer main plans to the State of Nebraska and address review comments to obtain construction permitting.
- Develop roadway plan and profile plans. (approx. 1,400 LF of roadways)
- Design roadway geometrics, joints, grades and construction details.
- Submit roadway improvement plans to the City of York and address review comments.
- Design storm sewer inlets, pipes, and outlets to accommodate the proposed roadway improvements and routing to Stormwater Design improvements outlined in Phase 100 above.
- Construction Details: Shall include miscellaneous construction details required to construct the Project.
- Construction Specifications: Shall reference City of York Standards and shall be in the form of notes on the plans.
- Project Management: Shall include maintaining project schedule, client updates, and client meetings.
- Prepare Engineer's Opinion of Probable Construction Cost.
- Quality Control: Olsson will conduct internal quality reviews at the 30%, 60% and 90% design stages.
- Bidding: Assist the Client with bidding.
  - Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.
  - Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.
  - Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.
- Conceptual Master Plan Updates: Provide an updated Master Plan with the incorporated changes from Phase 100 and 200 of this Scope of Services. Conceptual Master Plan will follow a similar style of the Master Plans provided to the City in previous phases of this project.

## PHASE 300 – STAKEHOLDER ENGAGEMENT

- Assist city staff with answering questions from key stakeholders about the project. Key stakeholders include potential industrial users and developers interested in the project site.
- Per our initial meeting for this proposed scope, the City of York Public Works Director, James Paul, shall be the initial contact with key stakeholder and communicate questions to Olsson for clarification.

## CONSTRUCTION SERVICES

**Construction Services are not included and may be amended at a later date.**

## COMPENSATION

Phase	Phase Description	Fee	Fee Type
<b>REGIONAL DETENTION STUDY AND STORMWATER DESIGN</b>			
100	Civil Construction Documents	\$42,600	Lump Sum
<b>INFRASTRUCTURE IMPROVEMENTS</b>			
200	Public Improvement Design	\$94,900	Lump Sum
<b>STAKEHOLDER ENGAGEMENT</b>			
300	Stakeholder Engagement for Potential Buyers	\$2,000	TMNTE
	<b>Total Contract</b>	<b>\$139,500</b>	

### **Project Assumptions**

We have made several assumptions in the preparation of this proposal. These assumptions are as follows:

- Topographic survey previously completed.
- Included is one (1) revision at City's request to address City Comments.
- Repetition of any tasks, beyond normal design/review processes, shall be considered additional services.
- Specifications will be included on the plan sheets.
- All permit fees will be paid by Client or their representatives.

### **Exclusions**

The following services are **not** included in this proposal but can be provided by Olsson as an additional service if requested:

- Additional plan revisions beyond those identified in the Project Assumptions.
- As-built drawings/certifications.
- Landscaping improvements / Irrigation design and specifications.
- Retaining wall design.
- On-Site Construction Services including Construction Staking, Testing, Observation.
- Permit Fees.
- Signage design and details.
- Roadway / Site Lighting.
- Fencing Details.
- Mechanical, Electrical, Plumbing Design Services.
- Building Structural Design Services.
- Project-related permitting outside of the scope of the proposal and fees.
- Additional easement legal descriptions and exhibits outside the scope of the proposal and fees.

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated May 28, 2026 between City of York, Nebraska ("Client") and Olsson, Inc., or, where applicable, an affiliated entity, ("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 and upon mutual agreement by Client and Olsson, Olsson the parties~~ 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, upon mutual agreement by Client and Olsson,~~ 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 upon mutual agreement by Olsson and Client, at the sole discretion and choice of Olsson. ~~If Olsson the parties 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 the parties~~ 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**~~Omitted~~

~~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/Affiliates**

7.12.1 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.

7.12.2 Where the laws of the state having jurisdiction over the Project or the Services so require, an affiliate of Olsson licensed in the relevant jurisdiction shall be considered the contracting party under this Agreement and shall perform the Services hereunder. If the Services under this Agreement are to be performed in multiple jurisdictions, and the laws of one or

more of the states having jurisdiction over a portion of Services so require, an affiliate of Olsson licensed in the relevant jurisdiction shall be considered the contracting party under this Agreement for that portion of the Services, and the affiliate shall perform all such Services. Nothing in this Agreement shall be construed as an agreement by Olsson, Inc., or any affiliate, to perform Services in any jurisdiction contrary to applicable law. Where applicable, Olsson, Inc. agrees that it shall be jointly and severally liable to Owner, along with the relevant Olsson affiliate, for any liability that may arise out of the Services performed by the affiliate.

## **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.~~Omitted.

#### **7.16 Entire Agreement/Severability**

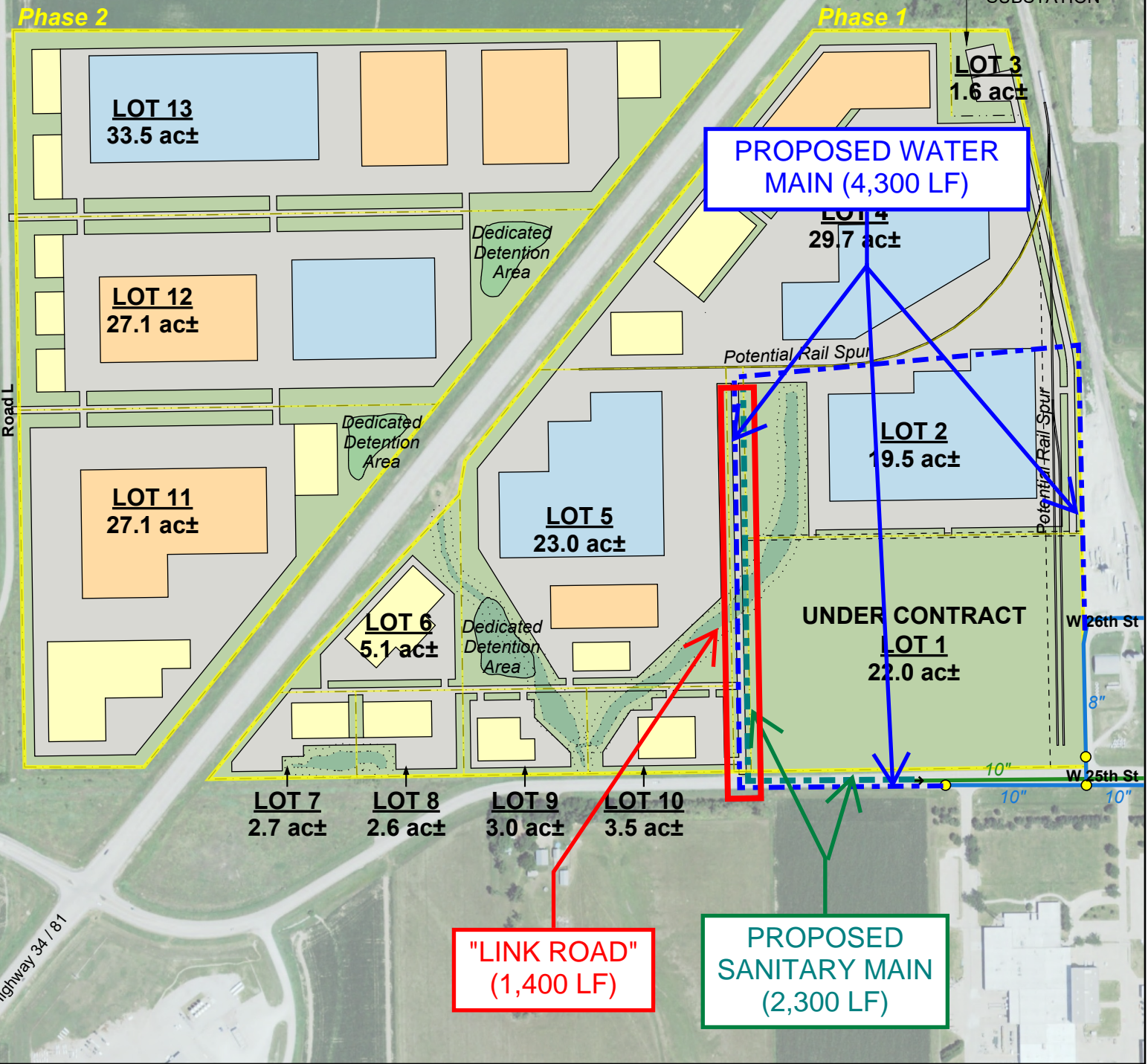
This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void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

General Provisions updated 06/024/2036

# EXHIBIT A

- SITE BOUNDARY
- EXISTING WETLANDS
- PROPOSED PAVEMENT
- INDUSTRIAL FLEX
- STORAGE / WAREHOUSING
- MANUFACTURING
- PROPOSED DETENTION
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE

RESERVED FOR POTENTIAL NPPD SUBSTATION



YORK INDUSTRIAL PARK

Conceptual Master Plan  
York, Nebraska - January 2026



**olsson**

2204 University Dr, Kearney, NE 68845  
O 308.708.7650 / olsson.com



## 2026 Olsson Billing Rates

<u>Classification</u>	<u>Billing Rate</u>
Executive Vice President	\$ 473.00
Market Leader	\$ 411.00
Discipline/Geography Leader	\$ 402.00
Sector Leader	\$ 355.00
Technical Expert	\$ 309.00
Senior Project Manager	\$ 309.00
Client Relationship Manager	\$ 309.00
Senior Team Leader	\$ 315.00
Client Manager/Group Leader	\$ 254.00
Project Manager III	\$ 240.00
Project Manager II	\$ 210.00
Project Manager I	\$ 163.00
Lead Engineer	\$ 254.00
Senior Engineer	\$ 245.00
Project Engineer	\$ 213.00
Engineer	\$ 183.00
Associate Engineer	\$ 160.00
Assistant Engineer	\$ 143.00
Lead Scientist	\$ 224.00
Senior Scientist	\$ 196.00
Project Scientist	\$ 163.00
Scientist	\$ 140.00
Associate Scientist	\$ 124.00
Assistant Scientist	\$ 105.00
Lead Planner	\$ 227.00
Senior Planner	\$ 203.00
Project Planner	\$ 168.00
Planner	\$ 149.00
Associate Planner	\$ 129.00
Assistant Planner	\$ 112.00
Lead Landscape Architect	\$ 227.00
Senior Landscape Architect	\$ 199.00
Project Landscape Architect	\$ 168.00
Landscape Architect	\$ 149.00
Associate Landscape Designer	\$ 129.00
Assistant Landscape Designer	\$ 114.00
Commissioning Manager/Technical Manager	\$ 250.00
Commissioning Agent	\$ 222.00
Commissioning Senior Technician	\$ 189.00
Commissioning Associate Technician	\$ 159.00
Commissioning Assistant Technician	\$ 135.00



## 2026 Olsson Billing Rates

<u>Classification</u>	<u>Billing Rate</u>
Design Manager/Technical Manager	\$ 189.00
Design Associate	\$ 150.00
Senior Technician	\$ 122.00
Associate Technician	\$ 105.00
Assistant Technician	\$ 91.00
GIS Specialist	\$ 212.00
Network Services Senior Specialist	\$ 203.00
Stormwater Compliance Leader/Sr Specialist	\$ 205.00
Stormwater Compliance Specialist/Sr Coordinator	\$ 157.00
Stormwater Compliance Coordinator	\$ 124.00
Stormwater Compliance Assistant	\$ 100.00
Business Development Leader/Sr Specialist	\$ 262.00
Business Development Specialist	\$ 203.00
Student Intern - Level 3	\$ 114.00
Student Intern - Level 2	\$ 98.00
Student Intern - Level 1	\$ 82.00
Public Engagement Specialist/Sr Coordinator	\$ 140.00
Public Engagement Coordinator	\$ 110.00
Public Engagement Assistant	\$ 93.00
Administrative Leader	\$ 177.00
Administrative Sr Specialist/Manager	\$ 121.00
Administrative Senior Coordinator	\$ 107.00
Administrative Coordinator II	\$ 98.00
Administrative Coordinator I	\$ 80.00
Administrative Assistant	\$ 70.00
Project Senior Coordinator	\$ 136.00
Project Coordinator	\$ 108.00

Note: Olsson's labor rates will increase by 5% on January 1st every year of a multi-year contract

*Labor classifications may be updated, modified, or re-aligned to align with Olsson's revised titles and industry standards during the contract term.*

Billing Rate Schedules for Surveying, Construction Administration, Drilling, and Special Inspections/NDT/Materials Testing will be provided as Appendices, as needed.



## 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:

<b><u>Classification</u></b>	<b><u>Cost</u></b>
Automobiles (Personal Vehicle)	\$0.725/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Automobile (Olsson EV)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost**
Meals	Actual Cost**
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

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

\*\*Rates consistent with the U.S. General Services Administration (GSA) Per Diem for Reimbursable Lodging, Meals and Incidental Costs (Subject to Change).

**RESOLUTION 2026-16**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YORK, NEBRASKA:**

1. That in order to adopt certain changes enacted under the Cities of the First Class Firefighters Retirement Act, and to adopt such other changes required by applicable law or as otherwise determined to be necessary and appropriate by the City, the City of York, Nebraska Firefighters' Pension Plan (the "Plan") shall be, and it hereby is, amended in the form of the First Amendment attached hereto and by this reference fully incorporated herein.
2. That the Mayor and other appropriate elected officials and officers of the City of York shall be, and they hereby are, authorized to do all things necessary to carry out and accomplish the foregoing Resolution, including the execution of any document or amendment which may be necessary or appropriate to amend and administer the Plan, including such actions as may be necessary or appropriate to achieve and maintain qualification of the Plan under Section 401(a) of the Internal Revenue Code of 1986, as amended, as such sections apply to government plans.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

6511890.1

## FIRST AMENDMENT

### CITY OF YORK, NEBRASKA FIREFIGHTERS' PENSION PLAN

The City of York, Nebraska Firefighters' Pension Plan (the "Plan"), as amended and restated effective January 1, 2015, is hereby amended to incorporate legislative revisions to the Cities of the First Class Firefighters Retirement Act, as follows:

#### I.

The first sentence of Section 2.3 of the Plan is hereby amended effective July 19, 2024, to provide as follows:

"Compensation means all amounts paid to a Participant, including overtime, call-in, and callback pay, but excluding clothing allowances, and as reported on the Participant's federal income tax withholding statement, that is paid by the City to a Participant for personal services as a Firefighter of the City, and in addition thereto, employee contributions picked-up by the City, as provided in Article V, to the extent not included in the Participant's gross income as salary or wages."

#### II.

Section 5.3 of the Plan is hereby amended effective October 1, 2024, to provide as follows:

"5.3 "Employee Contributions after 1983". Beginning January 1, 1984, and prior to October 1, 2024, each Participant will have employee contributions deducted from his or her periodic salary payments in an amount equal to six and one-half percent (6.5%) of the Participant's Compensation for such period. Effective with periodic salary payments made on or after October 1, 2024, and through September 30, 2025, each Participant will have employee contributions deducted from his or her periodic salary payments in an amount equal to eight and seven-tenths percent (8.7%) of the Participant's Compensation for such period. Effective with periodic salary payments made on or after October 1, 2025, and through September 30, 2026, each Participant will have employee contributions deducted from his or her periodic salary payments in an amount equal to ten and seven-tenths percent (10.7%) of the Participant's Compensation for such period. Effective with periodic salary payments made on or after October 1, 2026, each participant will have employee contributions deducted from his or her periodic salary payments in an amount equal to twelve and seven-tenths percent (12.7%) of the Participant's Compensation. Such employee contributions shall be credited to the Participant's employee contribution account on a monthly basis and shall be paid to the Pension Fund no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the employee contributions were deducted by the City from the Participant's salary.

The foregoing paragraph notwithstanding, effective July 20, 2024, if a Participant is covered by an "absolute coverage group", such Participant's required employee contributions determined under this Section 5.2 shall be reduced by an amount equal to six and two-tenths percent (6.2%) of the Participant's Compensation. For purposes of this Plan, "absolute coverage group" shall mean an absolute coverage group as described in 20 C.F.R. 404.1205, as such regulation existed on January 1, 2024."

#### III.

Section 5.5 of the Plan is hereby amended effective October 1, 2025, to provide as follows:

"5.5 Employer Contributions after 1983. Beginning January 1, 1984, and prior to October 1, 2025, the City will make employer contributions for each Participant in an amount equal to thirteen percent (13%) of the Participant's Compensation. Effective with periodic salary payments made on or after October 1, 2025, and through September 30, 2026, the City will make employer contributions for each Participant in an amount equal to fourteen percent (14%) of the Participant's Compensation. Effective with periodic salary payments made on or after October 1, 2026, the City will make employer contributions for each Participant in an amount equal to fifteen percent (15%) of the Participant's Compensation. Such contributions will be paid into the Pension Fund and credited to the Participant's employer contribution account on a monthly basis.

The foregoing paragraph notwithstanding, effective July 20, 2024, if the Firefighters employed by the City are covered by an "absolute coverage group", such City's required employer contributions determined under this Section 5.3 shall be reduced by an amount equal to six and two-tenths percent (6.2%) of the Participant's Compensation."

#### IV.

The first paragraph of Section 8.5 of the Plan is hereby amended to provide as follows:

"In lieu of the normal form of retirement income provided under Sections 8.2 or 8.4 of this Article VIII, one of the following optional benefit forms may be selected by the Participant, each of which shall be the actuarial equivalent of the normal form of benefit:

- (a) An annuity for the life of the Participant with a survivor annuity for the life of the beneficiary selected by the Participant equal to fifty percent (50%), seventy-five percent (75%), or one hundred percent (100%) of the annuity payable during the joint lives of the Participant and his or her designated beneficiary at the time the annuity commences;
- (b) An annuity for the life of the Participant with monthly payments continuing to the Participant's designated beneficiary or beneficiaries if the Participant dies before he or she has received sixty (60) monthly payments until the total number of monthly payments to the Participant and the designated beneficiary equals sixty (60);
- (c) Installment or fixed period annuity, which provides for payments over a specific number of years, with no payments after the completion of such years;
- (d) A single lump sum cash payment; or
- (e) One or more partial payments in an amount and frequency elected by the Participant."

#### V.

Section 9.3 of the Plan is hereby amended to provide as follows:

"9.3 Survivor's Income Benefits.

(a) In the event any active Participant, prior to his or her retirement date pursuant to Article VII, should die while employed by the City but other than in the line of duty, and where:

(i) the Participant was employed by the City as a Firefighter on January 1, 1984, or was formerly employed as a Firefighter but was in military service on January 1, 1984; and

(ii) the Participant had attained age fifty (50) and had completed twenty-one (21) years of Service as of the date of death;

then a straight life annuity paying monthly benefits equal to twenty-five percent (25%) of the Participant's Final Compensation at the time of death shall be paid to the Participant's surviving spouse, if any, during his or her lifetime, or, following the death of the surviving spouse, to the minor child or children, if any, of such Participant during their minority.

(b) In the event of the death of any Participant prior to retirement while in the line of duty, or in case death is caused by or is the result of injuries received while in the line of duty, and if the deceased Participant is survived by a spouse or minor children, a monthly pension benefit equal to fifty percent (50%) of the Participant's Final Compensation at the time of death shall be paid to the surviving spouse, or upon his or her remarriage or death, to the minor child or children during such child's or children's minority subject to deduction of the amounts paid as Workers' Compensation Benefits on account of death in the same manner as provided in Section 13.7.

(c) In the event the surviving spouse or minor children of a deceased Participant who are entitled to survivor benefits in paragraph (a) above should die before the aggregate amount of payments received by the Participant and such surviving beneficiaries, if any, equals the total value of the deceased Participant's employee contribution account at the time of the first death benefit payment, the difference between such original amount in the employee contribution account and the aggregate amount of payments that have been paid to the Participant during life or his or her survivor beneficiaries after death shall be paid in a single sum to the Participant's surviving beneficiary or beneficiaries, or in the absence of a surviving beneficiary, to the duly qualified personal representative of the Participant's estate.

(d) In the event the surviving spouse remarries and there are no minor children at the time of remarriage, and the aggregate amount of payments received by the Participant and his or her surviving beneficiaries, if any, is less than the total amount in the Participant's employee contribution account at the time of remarriage, the difference between the total amount in the employee contribution account and the aggregate amount of payments received by the Participant and his or her surviving beneficiaries, if any, shall be paid in a single lump sum to the surviving spouse who remarried.

(e) To the extent that the Retirement Value at the date of death exceeds the amount required to purchase or otherwise provide the pension benefit specified under paragraph (a) above, as reduced by any amounts paid as Workers' Compensation Benefits, the excess shall be paid to the Participant's beneficiary or beneficiaries as provided in Section 9.1.

- (f) As used herein, the term "minor child" shall mean any child of the Participant who is a minor under Nebraska law and who is a "dependent" of the Participant within the meaning of Section 152 of the Internal Revenue Code. If there is more than one minor child eligible to receive survivor benefits under paragraph (a) above, each such child shall share equally in the total pension benefit to the age of his or her majority, except that as soon as such child attains the age of majority, such pension benefit to such child shall cease and be reallocated among the remaining minor children until the last remaining child dies or reaches the age of majority.
- (f) In the event any pension benefit is payable to a minor child, such benefit shall be paid for the benefit of such child to the child's surviving parent or, if there is no surviving parent, to his or her legal guardian."

## VI.

Section 12.2 of the Plan is hereby amended to provide as follows:

"12.2 Plan Investments. Investment of the Pension Fund shall be under the general direction of the Retirement Committee. The City, on behalf of the Plan, and subject to approval of the Retirement Committee, shall contract with an insurance company, trust company, investment management firm or other financial institution, including, but not limited to brokerage houses, investment managers, savings and loan associations, banks, and credit unions, to invest and reinvest such portion of the Pension Fund as may be assigned by the City. Investment of the Pension Fund may be made without distinction between principal and income. Such investment contracts may also extend to the establishment, maintenance and management of any segregated investment account established pursuant to Sections 10.7 or 12.6. Such financial institutions shall under no circumstances be deemed a party to this Plan for any purpose or have any responsibility for the validity or tax qualification of this Plan. In investing the Pension Fund, the person or firm under contract shall invest the Pension Fund pursuant to the policies established by the Nebraska Investment Council.

The Retirement Committee may, by written agreement and approval of one or more retirement committees of other cities of the first class, agree to pool investments and administration of plan benefits with a single administrative and investment agent. Any such agreement shall be made using an interlocal agreement that expressly states that the City shall not be liable for ongoing management of pooled investments or any liability relating to such management.

The powers, duties, and responsibilities of any financial institution contracting to invest and reinvest the Pension Fund shall be limited to those powers, duties and responsibilities set forth in the contract with the City or Trustee, and the liability of such financial institution shall not exceed or extend to any matter not otherwise specified in such contract. Such financial institution may, to the extent necessary or proper under the contract, have custody of the assets of the Pension Fund. The City, the Retirement Committee, the Trustee, and the City Council, its members, and all officers and employees of the City shall have no liability or responsibility with respect to the investment performance of the portion of the Pension Fund under management by financial institutions under contract with the City."

**VII.**

The foregoing amendments to the Plan shall supersede the existing provisions of the Plan to the extent those provisions are inconsistent with the provisions of this First Amendment. The remaining terms and provisions of the Plan are hereby confirmed and ratified in all respects except insofar as the foregoing provisions of this First Amendment amend the same.

IN WITNESS WHEREOF, the City of York, Nebraska, has caused this First Amendment to the Plan to be executed by its duly authorized City officer.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF YORK, NEBRASKA,**  
Employer

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