



YATES COUNTY LEGISLATURE
417 Liberty Street
Penn Yan, New York 14527
Phone 315-536-5150
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Leslie Church
Chairwoman
Emilee D. Miller
Clerk

PUBLIC WORKS COMMITTEE AGENDA
Location: Yates County Legislative Chambers
Date: April 6, 2026 at 12:00 p.m.

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/88570080470?pwd=FFHHirrDy9YHYumwHQbxNSRz3j70Kl.1>

Webinar ID: 885 7008 0470

Passcode:803425

Phone one-tap:

+16465588656,,88570080470# US (New York) 16469313860,,88570080470# US

Join via audio:

+1 646 558 8656 US (New York)

+1 646 931 3860 US

International numbers available: <https://us02web.zoom.us/j/88570080470?pwd=FFHHirrDy9YHYumwHQbxNSRz3j70Kl.1>

COMMITTEE MEMBERS: Sarah Purdy, Terry Button, Jesse Jayne, Bill Holgate, Dan Banach, George Lawson

- Sarah & Bill will do the audit this month
- Zoom Attendees/Attendance
- Approve minutes from the March 2nd meetings
- Public Comment
- C & S Engineers, Patrick Hludzinski, Principal Engineer (Airport)

AIRPORT: Sarah Purdy

- Report

Resolution(s):

- Amend Resolution No. 137-26 Accept and Authorize Chair of the Legislature to Sign Aviation Capital Project Funding Agreement for the Penn Yan-Yates County Airport NYSDOT 2025 Airport Improvement Program Project No(s). 6906.44, 6906.45, 6906.46, & 6906.47 Contract No. T042303
- Award Bid for the Penn Yan-Yates County Airport Runway 1-19 REILs Reconstruction
- Authorize Chair of the Legislature to Sign Acceptance of the Federal Aviation Administration (FAA) Airport Infrastructure Grant (AIG) Penn Yan-Yates County Airport Project: Runway 1-19 REILs Replacement (Construction) FAA Grant PEO-EAG-3-36-0094-TBD-2026 NYS DOT Pin No. 6906.TBD

SENECA FLIGHT OPERATIONS: Rich Leppert

- Monthly Memo
- Runway Operation Reports

BUILDINGS AND GROUNDS: Joe Reed

- Weights & Measures
- 2025 Utility Data Safety Committee
- VFD Bid
- Legislative Chambers HVAC
- Use Requests
- Testing and Inspections
- 2026 Q1 Goal Status

Resolution(s):

- Award Bid for Variable Frequency Drive Replacement Project
- Authorize Chair to Sign a Contract with MJ Mechanical Services

HIGHWAY: Doug Rapalee

- FEMA Repairs (August 2024 Storm)
- Central Garage
- Traffic
- Administration
 - 2026 Q1 Goal Status

Resolution(s):

- Award Bid for Warm Mix Asphalt Concrete
- Award Bid for Ready Mix Concrete
- Award Bid for Vegetation Control
- Authorize Highway Superintendent to Fill Full-Time Motor Equipment Operator Position (Vacancy Review Form Attached)
- Declare Surplus Equipment (Central Garage & Highway)

- Maintenance
- Capital Projects
- Bridges & Culverts
- Road Machinery
- Snow & Ice
- Other

PUBLIC SAFETY FACILITY PROJECT: Doug Paddock

- Ad Hoc Public Safety Facility Committee Report –April, 2026

COUNTY ADMINISTRATOR: Jessica Mullins

- Nothing submitted

Executive Session – if needed

T-Hangar & Taxilane



January **2023** Estimate for Grant: \$2,587,000 (total project, including engineering)

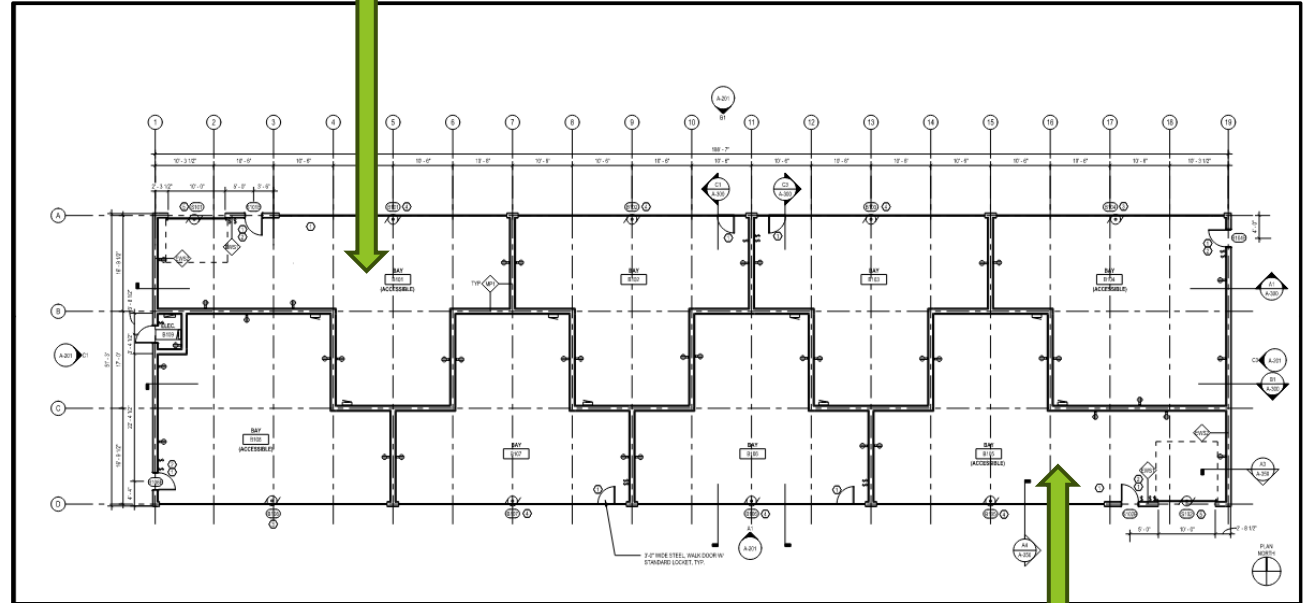
February **2026** Bid Results: \$2,674,858 (total project, including engineering)

Budget Shortfall: \$87,858 (3.4%)

Considerations

- ▶ Project represents a revenue stream for the County (approx. \$28,800 per year)
- ▶ County Contribution to Project = \$346,558 (13.4% of Project)
- ▶ ROI achieved in 12 years (not including fuel sales or possible premium lease rate for larger bays)
- ▶ Some savings are possible with work item changes or elimination
- ▶ Some pay item quantities may run under for possible credits, reducing local share
- ▶ County may be able to self-perform portions of the work to mitigate costs
- ▶ C&S will evaluate material substitutions for potential cost savings

POSSIBLE PREMIUM
LEASE RATE FOR
LARGER BAY



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LARGER BAY

Airport

1. The following two bids were received for the Runway 1-19 Runway End Identification Light System (REILS) construction capital project: \$96,250 from Baseline King Corp. in Barneveld, NY and \$114,450 from Kobo Utility Construction Corp. in Sandwich, MA. The two proposed resolutions for the Public Works Committee address awarding the bid to Baseline King Corp., contingent upon receiving the FAA grant for this project, and accepting this grant upon receipt.
2. Based on the four bids received for the design/construction of the 8-Bay T-Hangar and Taxi-lane capital project, and taking consultant fees into consideration, the total project cost is \$2,674,859. The grant budget is \$2,587,000, which is \$87,859 less than the total proposed project cost. C&S has pursued with the New York State Department of Transportation whether any additional grant money is available; unfortunately, there is not. At its March 25 meeting, the Airport Council discussed this gap in funds. The Council considered the possibility of selling a piece of property to create more revenue, and Finance Director Leigh Battin also reviewed potential options. C&S Principal Engineer Pat Hludzinski will attend the Public Works Committee meeting to discuss this project with the Committee.
3. On March 17 we submitted to the FAA the formal request to close out the Taxiway B Extension capital project.
4. Other resolutions: there is a resolution for Committee consideration correcting an error in the NYS funding amount identified in Res. No. 137-26. Depending on the Committee discussion of #2 above, there may be a resolution from the floor.

**AMEND RESOLUTION NO. 137-26
ACCEPT AND AUTHORIZE CHAIR OF THE LEGISLATURE TO SIGN AVIATION
CAPITAL PROJECT FUNDING AGREEMENT FOR THE PENN YAN – YATES
COUNTY AIRPORT NYSDOT 2025 AIRPORT IMPROVEMENT PROGRAM
PROJECT NO(S). 6906.44, 6906.45, 6906.46, & 6906.47
CONTRACT NO. T042303**

WHEREAS, Resolution No. 137-26 authorized Yates County to enter into agreement T042303 with the State of New York for financial assistance and authorized the Chair of the Legislature to execute all necessary documents on behalf of Yates County with NYS in connection with agreement T042303; and

WHEREAS, there was an error in the State Share for Project 4. Reconstruct the runway end identifier lights system for Runway 1/19, at both Runway thresholds -Design (FAA No. 3-36-0094-051-2025 and NYSDOT Pin 6906.47);

NOW, THEREFORE, BE IT RESOLVED, that Resolution No. 137-26 be amended to reflect the following:

	4. Runway 1-19
Federal	\$ 37,525.00
State	\$ 988.00
Local	\$ 987.00
Total Project Cost	\$ 39,500.00

And be it further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary documents in connection with the project.

**AWARD BID FOR THE PENN YAN – YATES COUNTY AIRPORT
RUNWAY 1-19 REILS RECONSTRUCTION**

WHEREAS, a specification was generated, and bids were solicited for Runway 1-19 REILs Reconstruction at the Penn Yan – Yates County Airport; and

WHEREAS, on March 13, 2026 at 2:00 p.m. the bids for the airport Runway 1-19 REILs Reconstruction as noted above were received, opened, read aloud and documented, as follows:

DESCRIPTION	BASELINE KING CORP.	KOBO UTILITY CONSTRUCTION CORP.
MOBILIZATION (4% MAX.)	\$3,700.00	\$4,100.00
FIELD OFFICE EQUIPMENT	\$1,000.00	\$1,200.00
SAFETY, SECURITY AND MAINTENANCE OF TRAFFIC	\$12,000.00	\$22,300.00
NO. 8 AWG, 5KV, L-824, TYPE C CABLE INSTALLED IN TRENCH	\$3,550.00	\$3,195.00
2-INCH DIA. PVC CONDUIT INSTALLED IN TURF	\$13,000.00	\$10,400.00
JUNCTION CAN	\$2,000.00	\$1,950.00
RUNWAY END IDENTIFIER LIGHT (REIL) SYSTEM (RUNWAY 1)	\$25,000.00	\$29,500.00
RUNWAY END IDENTIFIER LIGHT (REIL) SYSTEM (RUNWAY 19)	\$25,000.00	\$29,500.00
REMOVAL OF EXISTING REIL SYSTEM (RUNWAY 1)	\$3,000.00	\$2,900.00
REMOVAL OF EXISTING REIL SYSTEM (RUNWAY 19)	\$3,000.00	\$2,900.00
SUPPORT FOR FOLLOW UP FAA FLIGHT CHECK	\$5,000.00	\$6,500.00
TOTAL BID	\$96,250.00	\$114,445.00

And

WHEREAS, the apparent low bid is from Baseline King Corp.; and

WHEREAS, the County’s project consultant, C&S Associates, has reviewed the bids and recommends accepting said bid from Baseline King Corp.;

NOW, THEREFORE, BE IT RESOLVED, that the above Baseline King Corp. bid is hereby accepted, contingent upon receipt of FAA Grant PEO-EAG-3-36-0094-TBD-2026 and the

execution of a written contract related thereto between the County and Baseline King Corp.; and be it further

RESOLVED, that the Chair of the Legislature, upon the approval of the FAA (project grantor) and the County Attorney, is authorized to sign such a contract on behalf of the County, as well as any other necessary documents with Baseline King Corp to enable reconstruction of the Penn Yan Airport Runway 1-19 REILs, but not limited to change orders; and be it further

RESOLVED, that the total contract shall not exceed \$96,250.00; and be it further

RESOLVED, that copies of this resolution be furnished to the Airport Council, Director of Finance, Treasurer, C&S Companies and all bidders.

**AUTHORIZE CHAIR OF THE LEGISLATURE TO SIGN ACCEPTANCE OF THE
FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT INFRASTRUCTURE
GRANT (AIG) PENN YAN – YATES COUNTY AIRPORT**

**PROJECT: RUNWAY 1-19 REILS REPLACEMENT (CONSTRUCTION)
FAA GRANT PEO-EAG-3-36-0094-TBD-2026
NYS DOT PIN NO: 6906.TBD**

WHEREAS, Yates County anticipates receiving a grant from the Federal Aviation Agency (\$171,237 = FAA 95%) and the New York State Department of Transportation (\$4,507 = NYS DOT 2.5%) to pay 97.5% combined of the allowable costs incurred for Runway 1-19 REILs Replacement (Construction) for the Penn Yan – Yates County Airport with a \$4,506 (2.5%) County share; and

WHEREAS, Yates County had bid the Runway 1-19 REILs Replacement (Construction) and awarded the bid to Baseline King Corp. pending FAA bid release; and

WHEREAS, Yates County has entered into a Consultant Agreement with C&S Engineers, Inc. for the construction oversight, administration, and testing work; and

WHEREAS, it is anticipated that the FAA will offer grant PEO-EAG-3-36-0094-TBD-2026 in the amount of \$171,237 pending Legislature acceptance;

NOW, THEREFORE, BE IT RESOLVED, that contingent upon receiving the grant offer, the Chair of the Legislature, after review and signature by the County Attorney, is authorized to sign the acceptance of FAA grant PEO-EAG-3-36-0094-TBD-2026; and be it further

RESOLVED, that copies of this resolution be furnished to the Yates County Treasurer, Finance Director, Airport Council, and C&S Engineers, Inc..



Seneca Flight Operations
A division of Seneca Foods Corporation



MEMORANDUM

TO: Yates County Legislature
FR: Rich Leppert
RE: Public Works Meeting notes and information
DATE: April 1, 2026

I am unable to attend the meeting on Monday April 6th as I have to be at a meeting in Wisconsin. Doug Marchionda and Paul Middlebrook will be at the meeting as well as Patrick Hludzinski from C&S Companies.

Attached is the monthly airport operations report generated by 1200.aero, an online tracking system that provides airport operating statistics using Automatic Dependent Surveillance – Broadcast (ADS-B) tracking from aircraft using the Penn Yan / Yates County Airport.

Mach 2026 (full month)

TOTAL OPERATIONS	688
AVG OPS PER DAY	21.3
TOTAL MARCH 2025	660

1. Trees need to be removed that are obstructing the view for Taxiway A on Runway 10/28. The trees have been marked. Sarah Purdy has worked to get the necessary easement to remove the trees. They need to be removed asap before the leaves come out and they become a hazard again. Have attached photographs to this report of the trees in question
 2. T Hangars are full. With new rates for 2026, at full occupancy, the Hangars will bring \$62,400 annually in revenue.
 3. The bid for the new 8 Bay T Hangar project opened last month. Patrick Hludzinski will be in attendance at the meeting to discuss the results – have attached information to this report.
 4. Skydive Seneca Lake is working on final plans to bring skydiving to airport in 2026. They are waiting for feedback from Scott Falvey re: their Hold Harmless Agreement to see if the county needs any additional language added to that Agreement. Mike Missroon of Skydive Seneca Lake sent the Agreement on July 10, 2025 and Seneca Flight approved it on July 14, 2025. Copy of the Agreement is attached to this report.
 5. As Winter winds down we were able to handle the winter with minimal service interruptions. Had to close for 5 hours last month after rain turned to ice then snow and when snow was plowed and brush was used on pavements we still had ice. In the future we could fashion a liquid deice system that would have eliminated the closure should the county want us to look into it – similar airports have put together systems for under \$750.
- The 5. Airport tour and review for the Legislature scheduled for Monday May 4th at 9:00 AM. Looking forward to seeing you all next month before this meeting.

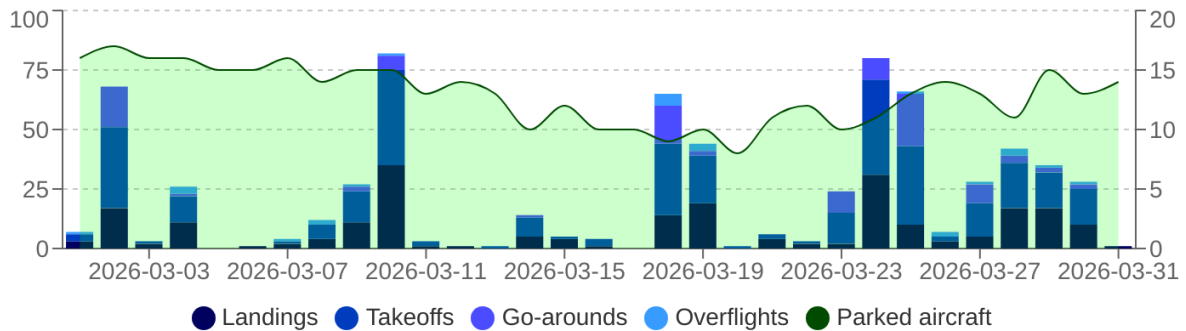


Penn Yan/Yates County | Runway Operations Report

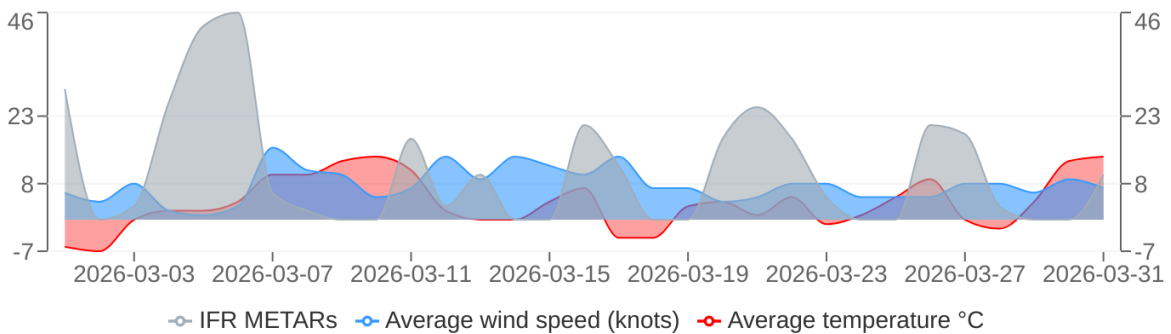
Report Date Range: 03/2026
 Report creation date: 04/01/2026 09:00
 Generated by: rleppert@senecaflight.com

Total Operations	Landings	Takeoffs	Go-Arounds	Overflights
688	233	329	100	26

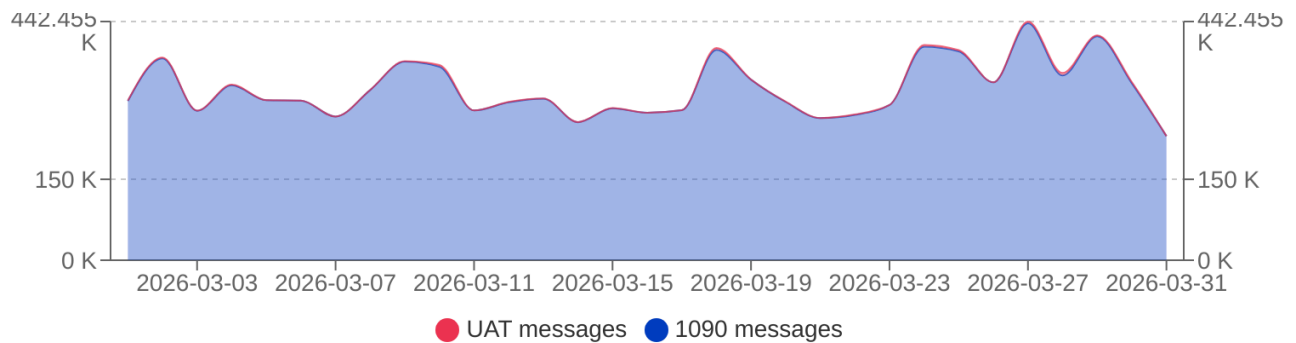
Operations by Day



Weather Conditions



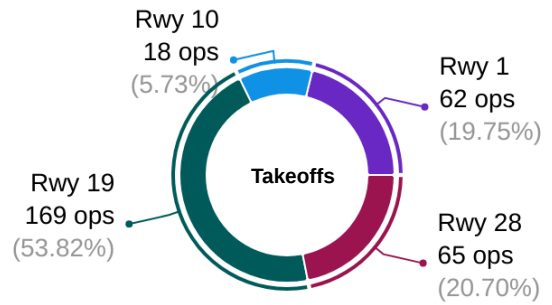
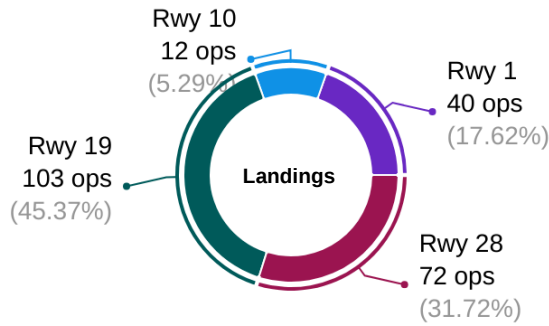
Receiver health



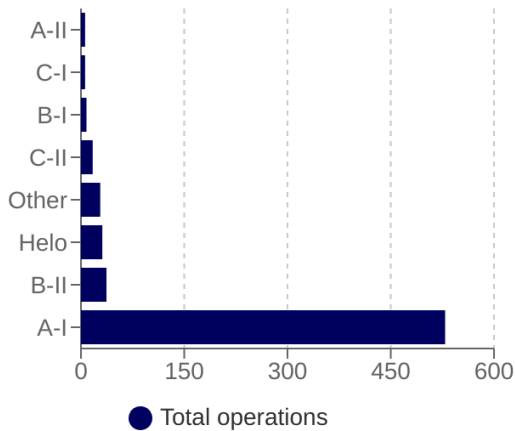
Penn Yan/Yates County | Runway Operations Report

Report Date Range: 03/2026

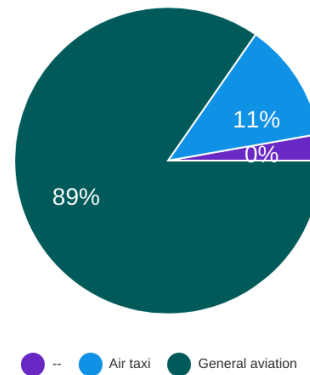
Operations by Runway



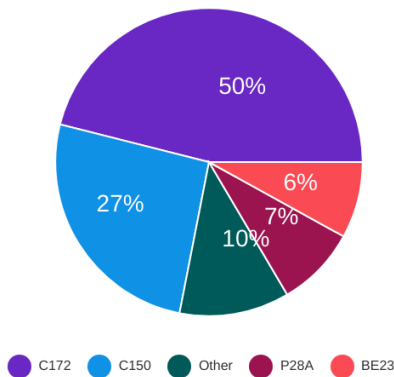
Operations by Category



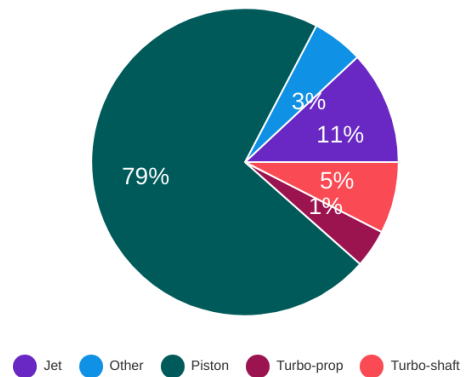
Operations by Type



Top Aircraft Types



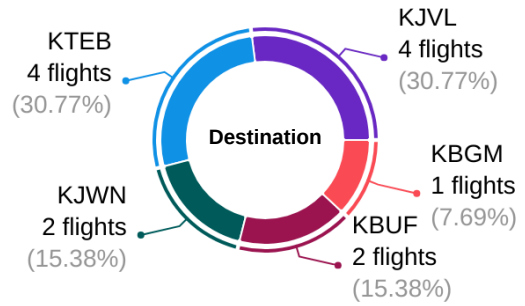
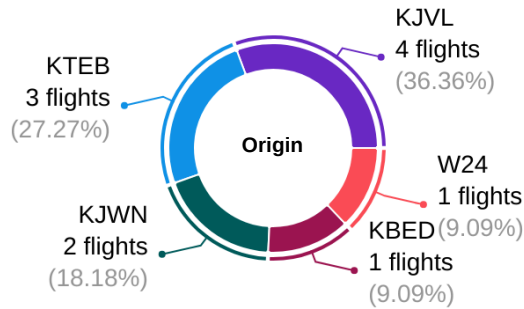
Operations by Engine Type



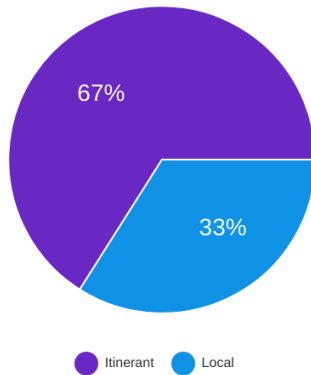
Penn Yan/Yates County | Runway Operations Report

Report Date Range: 03/2026

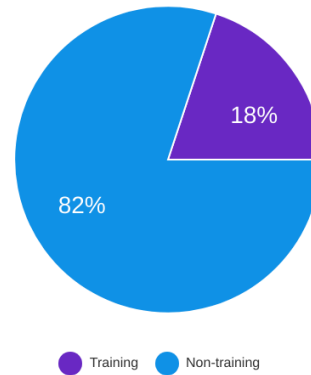
Top Airports



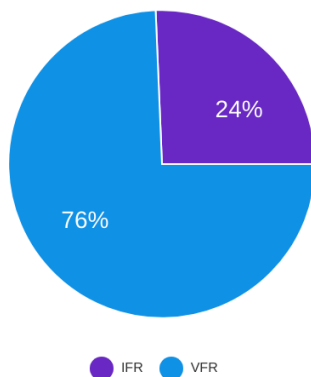
Local vs Itinerant Flights



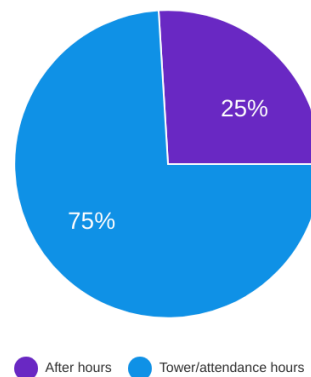
Training Operations



IFR vs VFR Flights



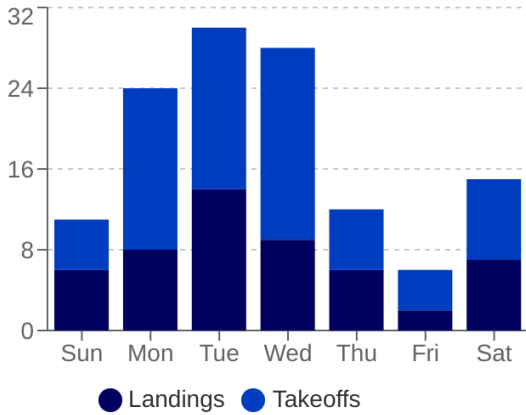
After Hours Operations



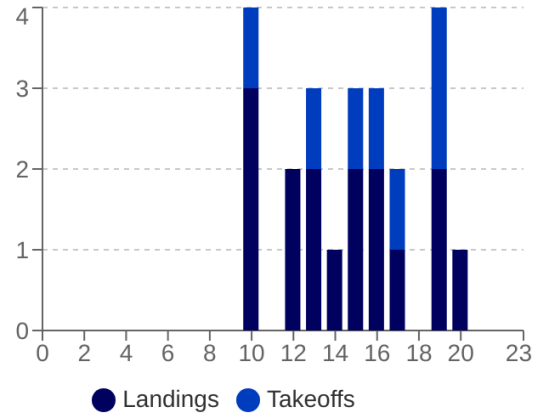
Penn Yan/Yates County | Runway Operations Report

Report Date Range: 03/2026

Operations by Day of Week

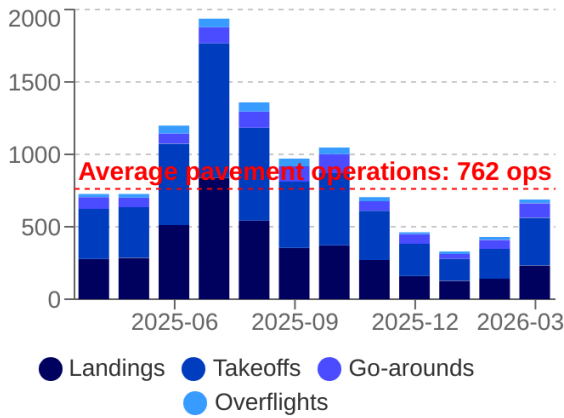


Operations by Hour



Historical Data

Landings and Takeoff By Month



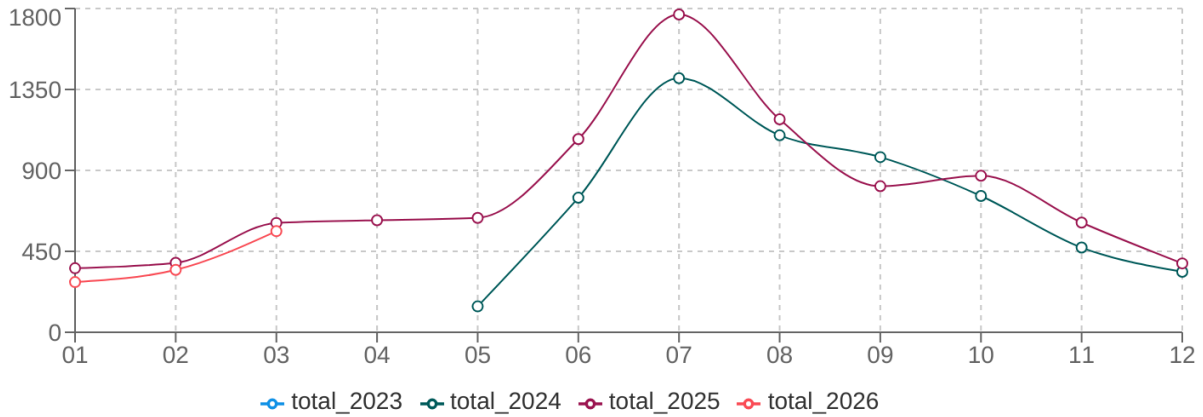
Busiest Days on Record

Rank	Date	Pavement ops	Aircraft
1	2025-07-04 (Fr)	298	72
2	2024-07-04 (Th)	218	39
3	2025-06-12 (Th)	115	19
4	2024-07-02 (Th)	100	26
5	2024-07-19 (Fr)	95	20
6	2025-01-10 (Fr)	94	19
6	2025-03-10 (M)	94	17
7	2024-06-28 (Fr)	92	25
8	2025-09-12 (Fr)	90	20
8	2024-08-15 (Th)	90	20

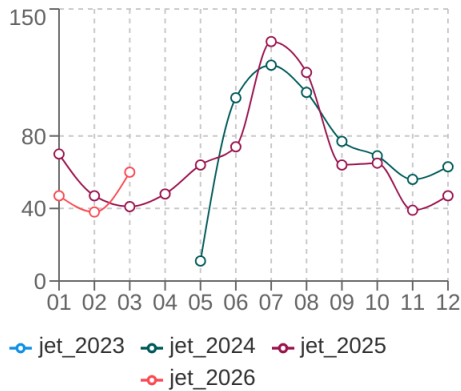
Penn Yan/Yates County | Year-over-year Operations Report

Report Date Range: 03/2026
 Report creation date: 04/01/2026 09:02
 Generated by: rleppert@senecaflight.com

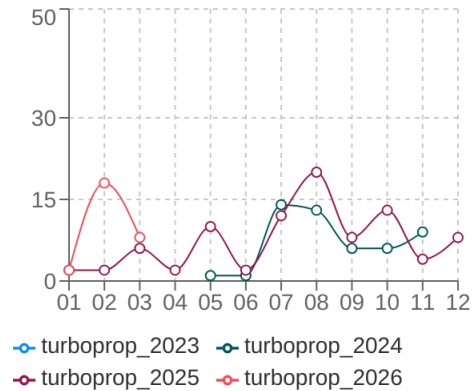
Total Operations



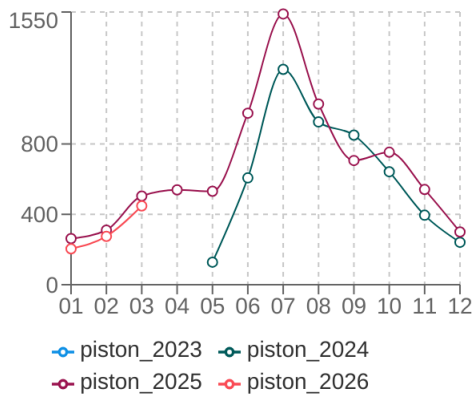
Jet Operations



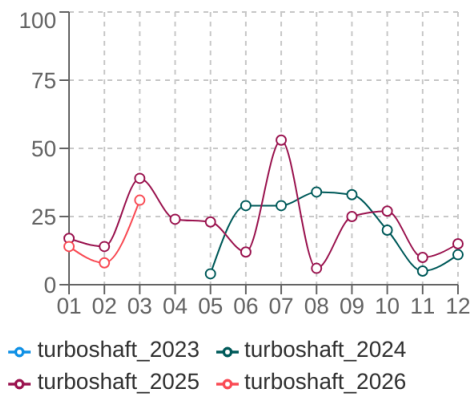
Turboprop Operations



Piston Operations



Turboshaft Operations



! WARNING !

**Parachuting is a High Risk activity which may
cause or result in serious injury or death.**

Skydive Keuka Lake, a division of Skydive Seneca Lake, LLC

REGISTRATION (please print)

Name _____ Date _____ Date of birth _____

Address _____ Weight _____ Height _____

City _____ State _____ Zip _____ Age _____ Sex _____

Phone (home) _____ (work) _____ Occupation _____

Person to notify in case of emergency Relationship to you _____

Name _____ Phone _____

Address _____ Phone _____

City _____ State _____ Zip _____

Email Address _____

Skydiving status of registrant (Check one) () Tandem Student () Experienced Skydiver

Number of jumps _____ Length of time in sport _____ USPA number _____ USPA licenses _____

MEDICAL STATEMENT

I recognize, acknowledge and agree that sport parachuting is a strenuous athletic endeavor requiring me to be in good physical condition and that, even if in good physical condition, I may suffer or become prone to knee, neck, back, or other degeneration or ailments. I hereby certify that I am not aware of and do not suffer from, any physical infirmities or illnesses, chronic or otherwise, which would affect my ability to safely engage in parachute training and/or jumping. By checking each space marked "No" below, I certify that I am not now under any treatment for any physical or medical condition described below. A "Yes" answer may not necessarily prohibit participation in sport parachute activities but may increase the risk or aggravate the condition. Please explain any conditions below.

Yes () No () Cardiac or pulmonary condition or disease

Yes () No () High or low blood pressure

Yes () No () Fainting spells, convulsions, or epilepsy

Yes () No () Hearing loss or impairment

Yes () No () Neck or back soreness or injury of any kind

Yes () No () Nervous or mental disorders

Yes () No () Diabetes

Yes () No () Kidney or related diseases

Yes () No () Shortness of breath

Yes () No () Drug or alcohol dependency

Yes () No () Any orthopedic, bone or musculoskeletal condition

Yes () No () Any impairment of alertness

Normal vision? _____ Glasses? _____ Contact lenses? _____

I further certify that I am not on any regular medication, and, within the last (12) twelve hours, I have not taken or used (i) any alcoholic beverages; (or) (ii) drugs, legal or illegal, which may impair my mental acuity, motor skills, or cognitive ability or otherwise interfere with my ability to engage in sport parachuting training and/or jumping. I also recognize, acknowledge and agree that it is against Federal and New York State laws, the rules and regulations of the United States Parachute Association and the rules and regulations of this center to take, use or be impaired by either alcohol or drugs, whether legal or illegal, while engaging in sport parachuting activities and agree to refrain from doing so.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

! NOTICE !

By signing this Release of Liability and Assumption of Risk Agreement (the "Agreement"), you are giving up important legal rights. You are free to seek independent advice or counsel before signing this Agreement.

This is not the only place where you may skydive. If you request, a list of other skydiving centers will be made available to you.

Skydive Keuka Lake (*a division of Skydive Seneca Lake, LLC located at 2562 Parish Rd., Ovid, NY 1452*) ("Skydive Keuka Lake" or the "Center") reserves the right to refuse participation in "parachuting activities" to any person, at any time and for any reason.

This document is the property of Skydive Keuka Lake & Skydive Seneca Lake, LLC.

Skydive Keuka Lake is a division of Skydive Seneca Lake, LLC

I understand that skydiving is a dangerous activity, and I could be hurt or even killed by doing it, but I want to do it anyway. So I am freely giving up my right to seek legal redress or damages of any kind if I am hurt, even if the Center was at fault. (_____)initial

In consideration of being permitted to utilize the facilities, equipment, or training provided by Skydive Keuka Lake at the Penn Yan Airport and/or the services of any of its personnel or of any "Released Parties," as that term is defined herein, to engage in parachute jumping, ground instruction, flying and any and all ancillary activities related to the foregoing (all such activities hereinafter collectively referred to as "Parachuting Activities"), I hereby agree as follows:

(1) Parties Included: I understand that this Agreement includes and runs to the benefit of (i) Skydive Keuka Lake, Skydive Seneca Lake, the Penn Yan Airport, and their respective owners, agents, associated entities, officers, directors, shareholders, and partners, employees, and contractors; (ii) the pilots, instructors, jumpmasters, riggers, assistants; aircraft owners, operators, pilots, aircraft mechanics and other contractors or providers of goods and services related to my Skydiving Activities; (iii) all property owners; all airport owners, operators and fixed base operators related to any of the foregoing, (iv) the manufacturers of any and all parachutes, harnesses or other equipment and any person, or persons or entities involved with the sale, distribution or maintenance of such parachutes and equipment; (v) any individual, association, or corporation assisting in or associated with my Parachuting Activities; (vi) the United States Parachute Association and its

members, and (vii) Seneca Flight Operations (*a division of Seneca Foods Company located at 350 Willowbrook Office Park, Fairport, NY 14450*). (each of the foregoing, a “Released Party” and collectively, the “Released Parties”, which term shall include each person so released in his or her individual as well as any representative capacity and whether or not an employee, volunteer or independent contractor).

(_____)initial

(2) Risks Contemplated: This agreement is made in contemplation of all Parachuting Activities, including, but not limited to, parachute jumping, ground instruction, flying and related activities, the exit, freefall, time under canopy, the landing, any rescue operations, rescue attempts or first aid rendered by any Released Party whether on, above or off the area known as the Penn Yan Airport, Penn Yan, New York or any other facility used by a Released Party.

(_____)initial

(3) I understand that **PARTICIPATING IN PARACHUTE ACTIVITIES MAY RESULT IN MY INJURY OR DEATH**, including but not limited to broken bones, internal injuries, dismemberment, disfigurement, and/or disability, permanent or otherwise. Injuries may result from falls from training equipment; collisions with, or falls from, aircraft, turning propellers, other persons, parachutes, trees, power lines, buildings, structures, machinery, vehicles, the ground, or other objects, while on the ground, or in the air, while boarding the aircraft, in the aircraft, exiting the aircraft, during the jump, while landing or after landing; drowning; electrocution; explosions; fire; malfunction of aircraft or parachute equipment; meteorological conditions; and acts of God.

(_____)initial

(4) Release of Liability: I HEREBY **RELEASE AND DISCHARGE** EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT I MAY HEREAFTER HAVE FOR INJURIES OR DAMAGES ARISING OUT OF MY PARTICIPATION IN PARACHUTING ACTIVITIES AT THE CENTER, EVEN IF CAUSED BY THE **NEGLIGENCE OR OTHER FAULT**, EITHER ACTIVE OR PASSIVE, OF SUCH RELEASED PARTY.

(_____)initial

(5) Covenant Not To Sue: I FURTHER HEREBY AGREE THAT **I WILL NOT SUE OR MAKE CLAIM AGAINST ANY RELEASED PARTY** FOR DAMAGES OR OTHER LOSSES SUSTAINED AS A RESULT OF MY PARTICIPATION IN PARACHUTING ACTIVITIES AT THE CENTER **EVEN IF CAUSED BY THE NEGLIGENCE OR OTHER FAULT**, EITHER ACTIVE OR PASSIVE, OF ANY RELEASED PARTY.

(_____)initial

(6) Indemnification and Hold Harmless: I ALSO HEREBY AGREE TO **INDEMNIFY AND HOLD EACH AND EVERY RELEASED PARTY HARMLESS** FROM ALL CLAIMS, JUDGMENTS AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND COURT COSTS, AND TO REIMBURSE THEM FOR ANY EXPENSES WHATSOEVER INCURRED IN CONNECTION WITH ANY ACTION BROUGHT AS A RESULT OF MY PARTICIPATION IN PARACHUTING ACTIVITIES AT THE CENTER.

(_____)initial

(7) I or my estate hereby agree to pay the sum of Twenty-Five Thousand Dollars (\$25,000.00) to each and every Released Party named in any suit or causes of action brought by me, my estate, my heirs or anyone on my behalf, as a result of my participation in Parachuting Activities at the Center. This amount is not a penalty but a reasonable estimate of the preliminary out-of-pocket damages that any such Released Party will initially incur as a result of the breach of my covenant not to sue contained herein and is due and payable upon filing of any lawsuit or causes of action irrespective of the outcome. Such payment shall not operate to limit or otherwise reduce my liability to any Released Party as a result of my breach of my covenant not to sue contained herein

(_____)initial

(8) Assumption of Risk: I understand and acknowledge that Parachuting Activities are inherently dangerous and that no amount of care, caution, instruction or expertise can eliminate such danger. I EXPRESSLY, VOLUNTARILY, AND IRREVOCABLY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN PARACHUTING ACTIVITIES AT THE CENTER EVEN IF CAUSED BY THE NEGLIGENCE OR OTHER FAULT, ACTIVE OR PASSIVE, OF ANY RELEASED PARTY

()initial

(9) Parties Bound by this Agreement: It is my understanding and intention that this Agreement, including, but not limited to, its Release of Liability, Covenant Not to Sue, Indemnity and Hold Harmless and Assumption of Risk Provisions, be binding not only on myself, but on anyone or any entity, including my estate and my heirs, and that I intend that this Agreement be binding and enforceable against any and all of the foregoing.

()initial

(10) No Insurance. I understand and acknowledge that my Parachuting Activities ARE NOT COVERED BY ANY PERSONAL ACCIDENT OR GENERAL LIABILITY INSURANCE ISSUED TO ANY RELEASED PARTY. I further assume all responsibility for any property damage, harm or injury of any nature caused by or associated with my Parachuting Activities without reliance on insurance issued to any third-party (of which there is none).

()initial

(11) Duration of Release: It is my understanding and intention that this Agreement, including, but not limited to, its Release of Liability, Covenant Not to Sue, Indemnity and Hold Harmless and Assumption of Risk Provisions, is effective not only for my first jump or plane flight, but also for all subsequent jumps or flights made with the facilities or equipment of the Center, or in any way involving the activities or training provided by the Released Parties.

()initial

(12) Enforceability: I agree that if any portion of this document should be found to be unenforceable, the remaining portions shall continue to be binding and enforceable against me, my estate, or anyone who would sue or make claim on my behalf.

()initial

(13) Construction. I hereby agree and it is my intention that this document be broadly construed in favor of "Released Parties" and against me and that any and all ambiguities be resolved in favor of the Released Parties.

()initial

(14) Duty of Care. I hereby agree to waive any and all duty of care, whether by omission or commission, or any other duty which may be owed to me by the Released Parties.

()initial

(15) Validity of Release: I hereby agree and understand that if any suit, demands, claim for damages or cause of action are instituted by me or on my behalf for my personal injury or death or damage to my property resulting from my participation in Parachuting Activities at the Center that this Agreement, including, but not limited to, its Release of Liability, Covenant Not to Sue, Indemnity and Hold Harmless and Assumption of Risk Provisions, can and will be used in court and that documents of this type have been upheld in courts in similar circumstances.

()initial

(16) Media Release: I hereby agree that any photographs, images, likenesses, or voice recordings of me taken at, above, in the vicinity of, or in association with the Center or the Penn Yan Airport, may be used without charge by, or payment to, me by the Center and/or the Penn Yan Airport for publicity, informational, instructional, or entertainment purposes.

(_____)initial

(17) I HEREBY **WAIVE MY RIGHT TO A JURY TRIAL**, AND AGREE THAT ANY AND ALL CLAIMS, SUITS, DISPUTES, OR ACTIONS WHATSOEVER ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT SHALL BE COMMENCED, FILED AND LITIGATED, IF AT ALL, BEFORE A NEW YORK COURT OF PROPER JURISDICTION LOCATED IN YATES COUNTY, NEW YORK. IT IS FURTHER AGREED THAT IN THE EVENT ANY ACTION IS FILED OTHER THAN IN YATES COUNTY, NEW YORK, IT SHALL BE MOVED THERE ON MOTION AND AT THE OPTION OF THE RELEASED PARTIES.

(_____)initial

(18) Governing Law. This Agreement shall be governed under the laws of the State of New York, without reference to its conflicts of laws provisions.

(_____)initial

(19) Whole Agreement: I acknowledge that this is the whole and entire agreement between me and the "Released Parties". I am relying on no other oral or other terms, representations, assurances or any written or printed materials of any kind.

(_____)initial

TANDEM SKYDIVERS ONLY

I hereby certify that I have seen and fully understand the video tape which explains certain of my rights and certain of the hazards of engaging in Parachuting Activities.

(_____)initial

I have carefully read this Agreement, including, but not limited to, its Release of Liability, Covenant Not to Sue, Indemnity and Hold Harmless and Assumption of Risk Provisions and I FULLY UNDERSTAND its contents and sign it of my OWN FREE WILL. I understand this is a LEGALLY BINDING CONTRACT and that no oral representations or statements of any kind by any person can modify the rights of the Released Parties hereunder, which rights and defenses may be in addition to those available under statute, the common law and the laws of this jurisdiction. Further, any written modification of this Agreement shall be enforceable only if separately signed, and then against only the individual signing such modification. I recognize in signing this Agreement that I am giving up important legal rights, and it is my intention to do so. I have been advised that I am free to seek independent advice or counsel of my own choosing before signing this Agreement. I further agree that should I for any reason fail to initial any part of this release, I will be deemed to have done so.

Signature _____ Print name _____ Date _____

Witness (staff member) _____ Date _____

PUBLIC WORKS COMMITTEE MEETING

4-6-2026

BUILDINGS AND GROUNDS

AGENDA ITEMS

1- **Weights and Measures:** See attached.

2- **2025 Utility Data-** See summary of utility cost in the attached sheet.

3- **VFD Bid:** One of the capital plan projects for B&G is to replace VFD's (Variable Frequency Drive) in 2026. I have solicited bids for the project with the below results.

Trane Technologies \$117,900

Postler & Jaeckle \$142,229

MJ Mechanical \$120,884

I would recommend that the bid be awarded to Trane and have attached a resolution for your review.

4- **Legislative Chambers HVAC-** The replacement of the HVAC system for the Chambers is another capital plan project for 2026. I have a not to exceed price of \$22,421 to do the design work for the system along with structural analysis of the building for the new unit. I have attached a resolution for your review for a professional services agreement with MJ Mechanical for this work.

5- **Use Requests-** The Penn Yan Farmers Market has supplied the required documents as requested. I have also received the annual request from the Summer Concert series for the park use from 6-24 to 8-12 on Wednesday evenings.

6- **Testing and Inspections-** This past month the Sprinkler systems at COB, CH and BSS had quarterly testing and inspection done and the Elevators at COB and CH had a preventative maintenance service done.

AWARD BID FOR VARIABLE FREQUENCY DRIVE REPLACEMENT PROJECT

WHEREAS, bids were requested for the Variable Frequency Drive replacement project and received on March 24, 2026 at 10:00 a.m. and 3 firms submitted bids to the Yates County Buildings and Grounds Department;

Bidders:	Trane 75 Towne Centre Drive Rochester, NY 14623	P&J 615 South Ave. Rochester, NY 14620	MJ Mech. 95 Pirson Pkwy Tonawanda, NY 14150
Lump Sum VFD Base Price;	<u>\$80,969.00</u>	<u>\$115,831.00</u>	<u>\$94,277.00</u>

Alternate #1 Lump Sum Add 4 VFD'S;	<u>\$36,931.00</u>	<u>\$26,398.00</u>	<u>\$26,607.00</u>
Total Combined Lump Sum Bid;	<u>\$117,900.00</u>	<u>\$142,229.00</u>	<u>\$120,884.00</u>

WHEREAS, the bids have been reviewed by the Building and Grounds Superintendent to ensure conformance to the bid requirements; and

WHEREAS, the Building and Grounds Superintendent is recommending this bid be awarded for the completion of both Project #1 and alternate #1;

NOW, THEREFORE BE IT RESOLVED, that the bid be awarded to Trane Technologies for the "Total Combined Lump Sum Bid" of \$117,900.00; and be it further

RESOLVED, that copies of this resolution be provided to all bidders, the County Administrator, the Director of Finance and the Building and Grounds Superintendent.

AUTHORIZE CHAIR TO SIGN A CONTRACT WITH MJ MECHANICAL SERVICES

WHEREAS, there is a need to do design work ahead of the replacement of AHU 12 in the COB as part of a capital plan project; and

WHEREAS, the Building and Grounds Superintendent sought a proposal for professional services from MJ Mechanical Services under the OMNIA contract for a not to exceed sum of \$22,421.00 for these services;

NOW, THEREFORE, BE IT RESOLVED, that upon the approval of the County Attorney, the Chair of the Legislature is authorized to enter into a contract with MJ Mechanical Services to provide professional services to design and prepare drawings for the replacement of AHU 12 in the COB; and be it further

RESOLVED, that said contract will run from 4-13-26 to 12-31-26 for a total sum of \$22,421.00; and be it further

RESOLVED, that copies of the resolution be given to the Building and Grounds Superintendent, Treasurer and Director of Finance.

Yates County Weights & Measures Department Monthly Report- March 2026

Last Inspection	Company	Establishment	Device	Quantity	Number Correct	Incorrect (+)	Incorrect (-)	Incorrect-other	Incorrect-visual	Number of visits	Device Type
3/12/2026	Dandy Mini Mart (#13)	Gas Station Store	Petr.Pumps	16	16				4	1	Gas
3/12/2026	Dandy Mini Mart (#13)		Petr.Pumps	8	8				1		Diesel
3/12/2026	Dandy Mini Mart (#13)		Petr.Pumps	2	2						Kero
3/12/2026	Dandy Mini Mart (#13)		Petr.Pumps	2	2						90 non-eth
3/12/2026	Dandy Mini Mart (#13)		Petr.Pumps	2	2						Hi-Flow diesel
3/12/2026	Dandy Mini Mart (#13)		Timing Device	1	1						\$1.25/4m,Air Dispenser
3/12/2026	Dandy Mini Mart (#13)		Misc. Device	3	3						console
3/12/2026	Dandy Mini Mart (#13)		Pre-Pack Scale	1	1						Detecto,APS8,15x0.01
3/19/2026	Byrne Dairy #58	Gas Station Store	Petr.Pumps	16	16					1	16-gas,1-8
3/19/2026	Byrne Dairy #58		Petr.Pumps	2	2						2-diesel,1-2
3/19/2026	Byrne Dairy #58		Timing Device	0	0						Air Dispenser, free
3/19/2026	Byrne Dairy #58		Misc. Device	3	3						console
3/19/2026	Express Stop, Penn Yan (Sinclair)	Gas Station Store	Petr.Pumps	8	8					1	4-gas,1-4
3/19/2026	Express Stop, Penn Yan (Sinclair)		Petr.Pumps	2	2						2 diesel,5-6
3/19/2026	Express Stop, Penn Yan (Sinclair)		Petr.Pumps	1	1						1 90E0,7
3/19/2026	Express Stop, Penn Yan (Sinclair)		Comp. Scale	1	1						CAS,S2000Jr,0-6x0.002,6-15x0.005
3/19/2026	Express Stop, Penn Yan (Sinclair)		Timing Device	1	1						\$1/4M, air dispenser
3/19/2026	Express Stop, Penn Yan (Sinclair)		Misc. Device	2	2						console
3/19/2026	Horning's Greenhouse	Farm/Produce	Comp. Scale	1	1				1	1	CAS,S2000Jr,0-30x0.01,30-60x0.02
3/19/2026	Snyder Farms	Farm/Produce	Comp. Scale	1	1				1	1	Penn Scale sm-101 sn:1796
				73	73	0	0	0	7	5	

No issues to report for March. Incorrect visuals typically are a result of unlevel scales, debris around scales, missing required postings and decals.

Yates County			
Total Devices:	626	Total Establishments	192
Completed Devices:	161	Completed Establishments:	28
Percent Complete:	25.72%	Percent Complete:	14.58%
Re-Inspected Devices:	0	Re-Inspected Establishments:	0
Petroleum Quality Tests:	0	Petroleum Quality Establishemnts	0
Milk Tanks Tested:	1	Milk Tank Establishments:	1
Total Test/devices YTD:	162	Total Establishments Visited YTD:	29

Total Combined for 3 Counties			
Total Devices:	2544	Total Establishments	497
Completed Devices:	818	Completed Establishments:	92
Percent Complete:	32.15%	Percent Complete:	18.51%
Re-Inspected Devices:	16	Re-Inspected Establishments:	8
Petroleum Quality Tests:	24	Petroleum Quality Establishemnts	14
Milk Tanks Tested:	1	Milk Tank Establishments:	1
Total Test/devices YTD:	859	Total Establishments Visited YTD:	115

Yates County Utility Usage 2025

	Electric KWH	Elec. Cost	Gas MMBTU	Gas CF	Gas Cost Supplier	Gas Cost NYSEG	Water Gallons	Water/Sewer Cost
CH	443,040.00	\$32,211.84	2,091.19	2,036,212.27	\$9,107.00	\$7,238.87	110,179.00	\$3,952.98
COB	869,280.00	\$57,078.13	4,852.44	4,724,868.55	\$21,285.66	\$15,084.38	360,699.00	\$10,508.29
PSB	611,280.00	\$38,889.88	1,445.57	1,407,565.73	\$5,737.06	\$5,124.82	1,500,272.00	\$40,562.67
B&G			160.37	156,153.85	\$548.97	\$1,083.57	9,570.00	\$384.53
BSS	319,000.00	\$72,475.88	3,492.61	3,400,788.70	\$15,091.13	\$10,865.44	162,000.00	\$1,624.00
	2,242,600.00	\$200,655.73	12,042.18	11,725,589.09	\$51,769.82	\$39,397.08	2,142,720.00	\$57,032.47
					\$91,166.90			
Cost per KWH	0.089474596		Cost per MMBTU	7.570630899	Cost per CF	0.007775038	Cost per Gallon	0.026616856

Total spent utility's \$ 348,855.10

Benton Shared Service Building Propane Vs. Natural Gas Analist

Using NYSERDA Western NY 2025 Average for Propane

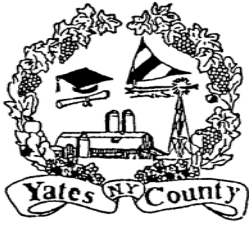
Propane per gal	\$2.85
Cost Propane	\$108,730.36
Natural Gas Cost	\$25,956.57

Savings	\$ 82,773.79
Savings as %	76%

Using Yates Co. Contract price for 2024 Propane

Propane per gal.	\$1.56
Cost Propane	\$59,515.57
Natural Gas Cost	\$25,956.57

Savings	\$33,559.00
Savings as %	56%



YATES COUNTY BUILDINGS & GROUNDS

417 Liberty Street, Suite 17
Penn Yan, New York 14527
Phone 315-536-5104
Fax 315-536-5166

Joseph Reed
Supervisor

2026 Goals:

- 1. Work with selected vendor to create electronic preventative maintenance and work order system.**

Work with the vendor to do inventory of all equipment in the COB, CH and Benton Facility. Provide them all manuals B&G has for the equipment. Set PM frequency for the auto generation of work orders for the PM work. Implement a work order system for the daily fix and repair request for B&G.

Q1 - Paused this effort as Highway is also looking for similar software and may be able to use the same software package

- 2. Work to bring 2026 B&G capital improvement projects in under budget and complete them by end of year.**

Work to get competitive pricing on the two CIP project scheduled for 2026 and bring them in under budget. Get the process started 1st quarter 2026 so they are complete by the end of 2026.

Q1 – VFD project is on the April agenda to approve bids and AHU12 project is on the April agenda to approve design work.

- 3. Work with Public Safety Building Ad hoc committee to develop a plans and specifications for the Public Safety project.**

Work with the SMRT, Pike and PSB Ad hoc committee to develop a plan to create a facility up to today's standards of operation. Make sure that systems are designed to integrate into the County's existing systems for HVAC, Fire Alarm and Security. B&G will help move along the process with support for investigation and provide documentation of existing conditions to keep project moving forward.

Q1 – Project team has been working on looking at option with an option to be possible selected in Q2. Then design work can start and items in my goal can be incorporated into it.

HIGHWAY DEPARTMENT

March 1, 2026 – March 31, 2026

FEMA REPAIRS (AUGUST 2024 STORM)

- Review of Drone Footage captured at Big Gully, Hilton Bridge & Pridmore's with the assistance of the Sheriff's office.

CENTRAL GARAGE

- Central Garage use ... 8487 miles in March.
 - March 2025; 5,757 miles traveled.
- Two of Three new Chevy Equinox's delivered.
 - Authorization to auction CG-12, CG-13 and CG-14 (resolution attached).

TRAFFIC

- Completed an update on the available road signage inventory in stock.

ADMINISTRATION

- Resolutions;
 - Bid Award for Warm Mix Asphalt Re-bid
 - Bid Award for Ready Mix Concrete Re-bid
 - Bid Award for Vegetation Control
 - Authorize Highway Superintendent to fill Motor Equipment Operator position
 - Declare Surplus Equipment (Central Garage & Highway)
- Authorization to execute agreements with the Town of Middlesex and Town of Jerusalem to mow the Radio towers on town roads.
 - Middlesex; South Hill Tower
 - Jerusalem; Bluff Point Tower
 - Yates County will mow all other radio towers.
 - Rate will be \$138.00/hour; \$96.00/hour for the tractor and \$42.00/hour for labor.
- 2026 Highway Department Goals Update:
 - Culvert Inspection & Replacement Plan;
 - Reviewing 2027 and 2028 Capital Road projects.
 - Reviewing priority projects (Ex. Italy Turnpike, Maplewood Drive).
 - Abandonment & Removal of Sid White Road Bridge;
 - Discussions on-going with various NYS DOT departments.
 - Investigating removal of entire structure and re-alignment of creek.
 - NYSDEC has been contacted; we are awaiting a response.
 - Quotes requested for updated Asbestos analysis.
 - Development of Guiderail Inspection, Upgrade and Replacement Plan
 - Awaiting finalized date for Pre-construction meeting with the data collection consultant.
- Excavation of Property in Middlesex
 - Excavation proceeded on March 24th ... Existing well casing found.
 - Authorization to proceed with grouting and abandoning the well.

MAINTENANCE

- Ditching on Voak Road (CR27).
- Installation of new driveways on various county roads.
- Mowing of banks, shoulders and ditches on various county roads.
- Removal of trees and brush on various county roads.
- Completion of outstanding FEMA work on Italy Valley Road (CR18).

CAPITAL PROJECTS

- Ditching & Installation of new Driveways on Havens Corners Road (CR14)
- Grading of embankment on North Main Street (CR19).

BRIDGES & CULVERTS

- South Glenora Road (South Bridge);
 - Undermining of wood timbers on north side of bridge causing hole/void to appear in the asphalt.
 - Issue under review with Barton & Loguidice and NYSDEC.
 - Repairs will require a permit to access the stream.
- Pre-emption Road Bridge;
 - 3 VMS boards installed; 2 on State Route 54 and 1 on CR6 (Ontario County).
 - All signage installed by Vector Construction.
 - Bridge closed on March 23rd.
 - Demolition and removal work has commenced.
 - Tentative closure scheduled for 3-month duration.
- Ferguson-Corners Road Bridge;
 - Project submittal package submitted to the NYSDOT for review and comment.
 - Requesting design approval from NYSDOT before end of April.
 - Public Information Meeting scheduled for 6:00 pm on April 1st at Shared Services Facility in Benton.
- Hamlet of Bellona Culvert Replacement;
 - Video investigation completed on March 2nd of full length of pipe.
 - B&L is reviewed data to finalize re-aligning pipe in lieu of removal/replacement.
 - Review design drawings with B&L on March 27th.
 - Tentative plan to have bid opening by end of April for May award.
- Ridge Road / Milo Street Bridge;
 - Preliminary design continues.
 - Request for design approval to be submitted in May for June approval.

ROAD MACHINERY

- Truck #61 sold on Auctions International;
 - Total revenue received; \$14,100.00
- Authorization for the sale of Trucks 14, 16 and 36 (resolution attached).

SNOW & ICE

- Plow trucks out 7 days in March as of March 27th.

OTHER

- Assist Village of Dresden with brush removal at SR54 Water tank.
- Assist the Town of Potter with loading and hauling millings.
- Assist the Town of Starkey with hauling their grader.

RESOLUTION NO. _____

AWARD BID FOR WARM MIX ASPHALT CONCRETE

WHEREAS, bids were requested for Hot Mix Asphalt Concrete and received on March 26, 2026 at 10:00 a.m. and five firms submitted bids to the Yates County Highway Department,

			BIDDER:	Seneca Stone Corporation	Northern Asphalt, LLC	Heidelberg Materials Northeast, LLC	Darymple Gravel & Contracting, Inc.	Dolomite Products Co., Inc.
NYSDOT ITEM	ITEM	F.O.B Est. QUANT. (Tons)						
403.19XXXX	Type 7F Top	500-1,000	\$79.00	\$78.00	\$81.85	\$82.00	\$79.00	
403.17XXXX	Type 6F Top	500-1,000	\$77.00	\$76.00	\$78.85	\$78.50	\$75.00	
*	Fine Binder	500-1,000	\$70.00	\$70.00	\$72.50	\$78.50	\$75.00	
403.13XXXX	Type 3 Binder	500-1,000	\$70.00	\$70.00	\$72.50	\$71.80	\$70.00	
402.09XXXX	9.5 mm < 30	500-1,000	\$79.00	\$80.00	\$82.85	\$81.00	\$79.00	
404.09XXXX	9.5 mm < 30	500-1,000	\$79.00	\$80.00	\$82.85	\$81.00	\$79.00	
402.12XXXX	12.5 mm < 30	500-1,000	\$76.00	\$76.00	\$77.50	\$79.20	\$75.00	
404.12XXXX	12.5 mm < 30	500-1,000	\$76.00	\$76.00	\$77.50	\$79.20	\$75.00	
402.19XXXX	19.0 mm < 30	500-1,000	\$70.00	\$72.00	\$74.00	\$77.30	\$70.00	
404.19XXXX	19.0 mm < 30	500-1,000	\$70.00	\$72.00	\$74.00	\$77.30	\$70.00	
402.25XXXX	25.0 mm < 30	500-1,000	\$67.00	\$68.00	\$70.00	\$73.20	\$68.00	
404.25XXXX	25.0 mm < 30	500-1,000	\$67.00	\$68.00	\$70.00	\$73.20	\$68.00	
SPECIFIED IN-PLACE PROJECTS								
Project #1	CR #5 Dundee-Himrod Rd							
From Dundee Village Limits to CR #1S intersection								
	3.64 Mi.	5,700 tons	19 mm < 30 (2") Unit:	\$70.00	\$67.99	\$78.10	NB	NB
		4,100 tons	9.5 mm < 30 (1.5") Unit:	\$77.00	\$77.24	\$86.00	NB	NB
			Total:	\$714,700.00	\$704,227.00	\$797,770.00	#VALUE!	#VALUE!
Project #2	CR #14 Havens Corners Road							
From CR #9 to CR #27								
	6.88 Mi.	10,850 tons	19 mm < 30 (2") Unit:	\$68.00	\$66.80	\$74.75	NB	NB
		7,750 tons	9.5 mm < 30 (1.5") Unit:	\$75.00	\$74.80	\$82.75	NB	NB
			Total:	\$1,319,050.00	\$1,304,480.00	\$1,452,350.00	#VALUE!	#VALUE!

Project #3		CR #19 North Main Street						
From Penn Yan Village limits to SR 14A Intersection								
	.57 Mi.	1,020 tons 19 mm < 30 (2") Unit:	\$70.00	\$77.80	\$77.00	NB	NB	
		730 tons 9.5 mm < 30 (1.5") Unit:	\$77.00	\$85.80	\$86.40	NB	NB	
		Total:	\$127,610.00	\$141,990.00	\$141,612.00	#VALUE!	#VALUE!	
Combined project #2 & #3				\$1,446,660.00	\$1,446,470.00	\$1,593,962.00	#VALUE!	#VALUE!
UNSPECIFIED IN-PLACE PROJECTS								
403.19XXXX	Type 7F Top	Base Bid:	\$98.00	\$97.00	NB	NB	NB	
403.17XXXX	Type 6F Top	Base Bid:	\$96.00	\$95.00	NB	NB	NB	
*	Fine Binder	Base Bid:	\$89.00	\$89.00	NB	NB	NB	
403.13XXXX	Type 3 Binder	Base Bid:	\$89.00	\$88.00	NB	NB	NB	
402.09XXXX	9.5 mm < 30	Base Bid:	\$98.00	\$97.00	NB	NB	NB	
404.09XXXX	9.5 mm < 30	Base Bid:	\$98.00	\$97.00	NB	NB	NB	
402.12XXXX	12.5 mm<30	Base Bid:	\$95.00	\$94.00	NB	NB	NB	
404.12XXXX	12.5 mm<30	Base Bid:	\$95.00	\$94.00	NB	NB	NB	
402.19XXXX	19.0 mm < 30	Base Bid:	\$89.00	\$89.00	NB	NB	NB	
404.19XXXX	19.0 mm < 30	Base Bid:	\$89.00	\$89.00	NB	NB	NB	
402.25XXXX	25.0 mm < 30	Base Bid:	\$86.00	\$87.00	NB	NB	NB	
404.25XXXX	25.0 mm < 30	Base Bid:	\$86.00	\$87.00	NB	NB	NB	

NOW, THEREFORE BE IT RESOLVED, due to various worksites throughout the County, the bid award for F.O.B. materials shall be awarded to all bidders and the purchase of F.O.B. from any vendor shall be determined by combining the price per ton at the vendor yard and the Yates County cost for hauling the materials to the job site; and be it further

RESOLVED, that Specified In-Place Project #1 shall be awarded Northern Asphalt, LLC and Projects #2 and #3 shall be awarded to Northern Asphalt, LLC; and be it further

RESOLVED, that Unspecified In-Place Projects shall be awarded to Seneca Stone for Fine Binder, 19 mm Hot Mix and Warm Mix as well as 25 mm Hot and Warm Mix and to Northern Asphalt, LLC for Type 7F Top, Type 6F Top, Fine Binder, Type 3 Binder, 9.5 mm Hot and Warm Mix, 12.5 mm Hot and Warm Mix and 19 mm Hot and Warm Mix; and be it further

RESOLVED, that copies of this resolution be provided to all bidders, Director of Finance, and the Highway Superintendent.

RESOLUTION NO. _____

READY MIX CONCRETE

WHEREAS, bids were requested for Ready Mix Concrete and received on March 26, 2026 at 10:00 a.m. and 1 firm submitted a bid to the Yates County Highway Department

READY MIX CONCRETE			
	<i>In Toto Price Bid per Cubic Yard of Product</i>		
Bidder Name:	<i>Northern Ready Mix, LLC</i>		
Plant Location	<i>Waterloo</i>	<i>Waterloo</i>	<i>Waterloo</i>
Product Description	Quadrant 1	Quadrant 2	Quadrant 3
Class A for Structures - 4,000 PSI	NB	\$ 208.00	\$ 208.00
Class D for Sidewalks - 4,000 PSI	NB	\$ 216.00	\$ 216.00
Class H for Structures - 4,000 PSI	NB	\$ 222.00	\$ 222.00
Controlled Low Strength Material (CLSM) < 150 PSI	NB	\$ 195.00	\$ 195.00
3000 PSI Concrete	NB	\$ 208.00	\$ 208.00
Add Heated Water (Nov 15th - April 15th)	NB	\$ 18.00	\$ 18.00
Add Retarding Admixture	NB	\$ 10.00	\$ 10.00
Add Accelerating Admixture	NB	\$ 16.00	\$ 16.00
Short Load Charge (Less than 4 CY)	NB	\$ 125.00	\$ 125.00

NOW, THEREFORE BE IT RESOLVED, to award to all bidder(s). Ready Mix Concrete services shall be based on the low bid contingent on the awardee's ability to batch, deliver and discharge the product within the time limitations as set forth in the bid document; and be it further

RESOLVED, that copies of this resolution be forwarded to all bidders, the Director of Finance, and the Highway Superintendent.

RESOLUTION NO. _____

AWARD BID FOR VEGETATION CONTROL

WHEREAS, bids were requested for Vegetation Control and received on March 26, 2026 at 10:00 a.m. and two firms submitted a bid to the Yates County Highway Department;

Areas to be treated: Approximately 360 miles of roadway and 39,800 square feet of Radio Tower area.						
Bidder:	Allen Chase Enterprises, Inc.			DeAngelo Contracting Services		
	Quantity	Cost		Quantity	Cost	
Price per Mile of Roadside Application	360	\$36.00	\$12,960.00	360	\$35.49	\$12,776.40
Price per Gallon for Material Mixture	1000	\$1.25	\$1,250.00	500	\$1.04	\$520.00
Total Price for Application & Materials		COST #1	\$14,210.00			\$13,296.40
Price per Square Foot of Radio Tower Application	39800	\$0.05	\$1,990.00	39800	\$0.02	\$796.00
TOWER SITE #1	7.5	\$1.50	\$11.25	8	\$1.04	\$8.32
TOWER SITE #2	5.5	\$1.50	\$8.25	8	\$1.04	\$8.32
TOWER SITE #3	10.5	\$1.50	\$15.75	8	\$1.04	\$8.32
TOWER SITE #4	7.5	\$1.50	\$11.25	8	\$1.04	\$8.32
TOWER SITE #5	12.5	\$1.50	\$18.75	8	\$1.04	\$8.32
TOWER SITE #6	6.5	\$1.50	\$9.75	8	\$1.04	\$8.32
		COST #2	\$2,065.00		COST #2	\$845.92
GRAND TOTAL FOR APPLICATION & MATERIALS			\$16,275.00			\$14,142.32

NOW, THEREFORE BE IT RESOLVED, to award the bid to DeAngelo Contracting Services, LLC; and be it further

RESOLVED, that copies of this resolution be forwarded to all bidders, the Director of Finance and the Yates County Highway Superintendent.

RESOLUTION NO: _____

**AUTHORIZE HIGHWAY SUPERINTENDENT TO FILL FULL-TIME
MOTOR EQUIPMENT OPERATOR POSITION**

WHEREAS, a Motor Equipment Operator position became vacant effective March 25, 2026, as a result of a resignation; and

WHEREAS, the Highway Superintendent, through the vacancy review process, has identified the continued need for the position and is requesting authorization to fill the position; and

WHEREAS, the estimated annual cost to fill the Motor Equipment Operator position, including fringe, is \$66,599 to \$97,075, depending upon enrollment in health insurance;

NOW, THEREFORE, BE IT RESOLVED, that effective April 13, 2026, the Highway Superintendent is hereby authorized to fill a full-time Motor Equipment Operator position; and be it further

RESOLVED, that the Highway Superintendent is authorized to hire at a higher hourly rate, not to exceed Step 2, if the selected candidate demonstrates the ability to perform essential job functions based on prior experience at the time of hire; and be it further

RESOLVED, that copies of this resolution shall be provided to the Highway Superintendent, the Director of Human Resources, the County Administrator and the Director of Finance.



Vacancy/Position Authorization Form

COUNTY HIGHWAY DEPARTMENT

Motor Equipment Operator (MEO)

Request Type:	<u>Fill Vacancy</u>	Date Submitted:	<u>4/6/2026</u>
Reason Vacated:	<u>Resignation</u>	Account Number:	<u>D5110-51450</u>
Date Vacated:	<u>3/25/2026</u>	Last Fill Date:	<u>8/18/2025</u>
Position Status:	<u>Full-Time</u>	Appointment Type:	<u>Permanent</u>
Hours Per Week:	<u>40</u>		

Budget

Fill Request Timeline:	<u>Immediately</u>	Temporary Position:	<u>No</u>
Salary of Incumbent:	<u>\$ 57,128.00</u>	Reimbursed by State or Federal Funds:	<u>No</u> <u>0</u> %
Required Base Salary:	<u>\$ 53,265.00</u>	Position Currently Budgeted For:	<u>No</u>
Maximum Fringe Benefits:	<u>\$ 43,810.00</u>	Union Position:	<u>Yes</u>

Total County Cost: \$ 97,075.00

Detailed Justification

What is the impact on your department if this position is not filled? Please provide, in detail, the need to fill the position. Please include the service provided, if it is mandated, number of people (clients) affected, and what you will do if the position is not filled.

The Highway Department currently has eight (8) Motor Equipment Operators in addition to five (5) Heavy Equipment Operators and three (3) Working Supervisors. It is critical to continue our operations at the current staffing levels considering the manpower needed to efficiently and effectively operate 3 crews on a daily basis. In most cases, of the 16 total employees noted above, there are normally 1 to 3 employees off per day for various reasons including but not limited to vacation, sickness, personal time, comp time, etc. which reduces the crew sizes thereby reducing our ability to perform certain activities that require full crews to perform. There are also activities that we perform that require our entire crew, plus outside agencies in some cases, including but not limited to asphalt milling, chip seal operations, placement of shoulders and snow plowing. I would not recommend reducing our crew size as it relates to snow plowing due to the need to have alternates (subs) when others are not available to plow. I recommend keeping our current staffing level for the Motor Equipment Operators at eight (8).

RESOLUTION NO: _____

DECLARE SURPLUS EQUIPMENT (CENTRAL GARAGE & HIGHWAY)

WHEREAS, the Yates County Highway Department has equipment that is or has been replaced and is no longer being used and should be sold, as is by the county; and

WHEREAS, the following equipment shall be declared surplus property;

<u>Unit:</u>	<u>Year/Make/Model:</u>	<u>Miles:</u>	<u>VIN #:</u>
CG-12	2023 Chevy Malibu	30,192	1G1ZC5STOPF246081
CG-13	2023 Chevy Equinox	16,853	3GNAXSEGXPL207551
CG-14	2023 Chevy Equinox	33,438	3GNAX5EG2PL202250
T-14	2023 Chevy Silverado 2500	35,037	1GC5YNE77PF249291
T-16	2023 Chevy Silverado 1500	51,653	1GCRDDED8PZ168554
T-36	2018 Chevy Silverado 3500	55,557	1GC0KYEG8JZ283890

NOW, THEREFORE, BE IT RESOLVED, to authorize the Yates County Highway Superintendent to sell the above equipment at auction or by any other appropriate method; and be it further

RESOLVED, that a copy of this resolution be provided to the Highway Superintendent, the County Administrator and the Director of Finance.

Ad Hoc Public Safety Facility Committee Report – April, 2026

1. A contract for construction management services with Pike has been executed. A no-cost change order incorporating two modifications requested by Scott Falvey is in process.
2. Available members of the committee met virtually with consultants on February 26th, March 3rd, 6th, 12th and April 1st to review conceptual plans for a public safety facility based on program needs and costs. A total of four (4) concepts were presented, some on current site and others on a site to be selected.
3. The consultants are finalizing cost estimates for the various approaches.
4. A special legislature meeting with consultants in attendance has been scheduled for April 8th to present the concepts and provide a more in-depth update.