

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, November 4, 2021
7:00 PM



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

1. The Open Meetings Act is posted on the East Wall of the Council Chambers
2. Pledge of Allegiance
3. Roll Call
4. Minutes of October 21, 2021 meeting
5. Claims of Elected Officials
 - 5.1. Claim of Tony North for North Printing & Office Supply in the amount of \$1,445.68
6. Claims for the period October 22, 2021 through November 4, 2021
7. City Administrator Report
8. Consider approval of the purchase of a 2021 Half Ton For Utility Van from Anderson Ford for use by the custodians in the amount of \$24,579.00 per State of Nebraska Contract No. 15408OC
9. Annual Parks and Recreation Report
10. Consider approval of the bid of Fry & Associates for a "Playworld Sale Structure" for the total installed price of \$24,903.00 - per Source Well Bid
11. Consider approval of a bid from York Equipment, Inc. for a Bobcat Skid Steer Loader for the total price of \$23,540.00 for the Street Department per State of Nebraska Bid
12. Consider approval of a bid from York Equipment Co. for a Bobcat T76 Track Loader for the Water Department in the amount of \$31,500 - per State of Nebraska bid
13. Consider approval of Second Amended Interlocal Agreement between the County of York and City of York to establish a joint communications agency

14. Authorize Mayor to sign Agreement No. 21-DTR-014 with the Nebraska Department of Economic Development for Community Development Block Grant in the amount of \$435,000 for a Downtown Revitalization Project.

15. Adjournment

**REGULAR MEETING
CITY COUNCIL, YORK, NEBRASKA
OCTOBER 21, 2021
7:00 O’CLOCK P.M.**

A meeting of the Mayor and City Council of the City of York, Nebraska, was convened in open and public session at 7:00 o'clock p.m. in the Council Chambers.

The Mayor announced that the Open Meetings Act is posted on the east wall of the Council Chambers.

ROLL CALL

Present were: Mayor Redfern. Councilmembers: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and North. Also present were the City Clerk, City Administrator and City Attorney.

Notice of this meeting was given in advance thereof by publication in the York News Times on October 16, , 2021, 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 Mayor Redfern 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 the advance notice and in the notice to Mayor Redfern and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

MINUTES

Councilmember North moved and Councilmember Wilkinson seconded that the Minutes of the October 7, 2021 meeting be approved.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and North. Nays: None. Motion Carried.

CASH BALANCES FOR AUGUST 2021

Councilmember Wilkinson moved and Councilmember Hubbard seconded that the Cash Balances report for September, 2021 be approved.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and North. Nays: None. Motion Carried.

REPORTS

Councilmember VanEsch moved and Councilmember Hubbard seconded that the Departmental Activities Report, be approved.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and North. Nays: None. Motion Carried.

CLAIMS OF ELECTED OFFICIAL

Councilmember Lones moved and Councilmember VanEsch seconded that the claim of Councilmember North for North Printing and Office Supply in the amount of \$874.47 be approved and paid.

Roll Call Vote Ayes: Wilkinson, Hubbard, Lones, VanEsch, Sheppard, Wagner and North. . Nays: None. Councilmember North declared a Conflict of Interest in as much as he is an owner of North Printing and Office Supply and abstained from voting. Motion Carried

Councilmember Lones moved and Councilmember Wilkinson seconded that the claim of Jeff Pieper for Pieper’s, Inc. in the amount of \$10.85 be approved and paid.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Lones, VanEsch, Sheppard, Wagner and North. . Nays: None. Councilmember Pieper declared a conflict of interest inasmuch as he is Vice President of Pieper’s, Inc. and abstained from voting; Motion Carried.

CLAIMS

Councilmember Wilkinson moved and Councilmember North seconded that the claims for the period October 8, 2021 through October 21, 2021 be approved and paid.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and North. Nays: None. Motion Carried.

CITY ADMINISTRATOR REPORT

The City Administrator reported that the work on the auditorium is complete and the punch list done; and that the Anna Bemis Museum Committee has been meeting and has approved a transition plan. The Committee has moved to rent the building on the east side of the square with a mural to be known as the Anna Bemis Archives and Classroom – rent to commence on November 1 – the contractors have agreed to one free move.

APPOINTMENT OF FIRE CHIEF

The Mayor announced that it was his pleasure to appoint Tony Bestwick as Fire Chief.

Councilmember Wilkinson moved and Councilmember Hubbard seconded to approve said appointment.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and North. Nays: None. Motion Carried.

The City Clerk administered the Oath of Office to Chief Bestwick and the Mayor presented the Chief of the Fire Chief Badge. The Chief received a round of applause from the large crowd gathered.

APPROVE LIQUOR LICENSE FOR CHANCES R

The Mayor announced that this was the time and place set for a public hearing on an application filed by Renee Rooney Jantz for a Class CK Liquor License for Chances R, Inc.. She advised that she is purchasing the restaurant.

Following discussion, Councilmember Pieper moved and Councilmember VanEsch seconded to recommend approval to the Liquor Control Commission.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and North. Nays: None. Motion Carried.

APPROVE SPECIAL DESIGNATED PERMIT APPLICATION

Councilmember VanEsch moved and Councilmember Sheppard seconded to recommend approval of an application for a Special Designated Permit filed by Jayden Properties to host a wine tasting event at Kirtsey's, 120 East 5th Street on November 7, 2021.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and North. Nays: None. Motion Carried.

APPROVE PURCHASE OF POLICE VEHICLE

Councilmember VanEsch moved and Councilmember Lones seconded to approve the purchase of a 2022 Fore Police Utility Vehicle AWD with accessories in the amount of \$35,589 pursuant to a bid by Anderson Group using State Contract # 15418 for the York Police Department.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and North. Nays: None. Motion Carried.

FIELD MARKING CHARGES

The Park and Recreation Director advised that the school will now be paying for all field marking paint and the City will provide the labor.

Councilmember Lones moved and Councilmember Hubbard seconded that the following Resolution be adopted:

RESOLUTION NO. 2021-30

WHEREAS, The Mayor and City Council of the City of York, Nebraska recognize that the City allows the York College and local schools to use its athletic facilities and fields and the City incurs labor and expense in the preparation of its athletic facilities and fields by other users, and the City should be reimbursed for the labor and expense that it incurs in the preparation of its fields and facilities for the college and schools.

NOW, THEREFORE, BE IT RESOVLED that the following charges will be imposed by the City to York College and schools for the use of its athletic facilities.

The city will charge for the paint used to mark the East Hill Park football field. The College/School will pay for the materials and the City will provide the labor.

A minimum of 48 hours must be given to the Parks and Recreation Department to obtain field preparation by the City. The City may deny field and facility usage if the weather or field conditions pose a risk of harm to participants and/or the facility or field.

Users may prepare a field for an activity/event themselves at no charge by the City. Only vehicles designated or approved by the City are allowed on the playing fields. The City may grant permission for the storage of a user's equipment.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and North. Nays: None. Motion Carried.

APPROVE PROPOSAL FOR FLOOR COVERINGS AT THE COMMUNITY CENTER

The Park and Recreation Director advised that she had sought bids for floor coverings at the Community Center and recommends approval of the proposal from Midwest Floor Coverings, Inc. in the amount of \$58,188. Councilmember Wilkinson asked why there was not a quote from a York company.

Following discussion, Councilmember VanEsch moved and Councilmember Lones seconded that the proposal of Midwest be approved.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and North. Nays: None. Motion Carried.

APPROVE PROPOSAL FORM VORTEX FOR A SPLASH PAD IN HARRISON PARK

Director of Parks and Recreation stated that she solicited bids for a splash pad and is recommending that the bid of Vortex in the amount of \$46,296 be approved, stating that City personnel will install the equipment.

Councilmember Lones moved and Councilmember North seconded that the bid be approved.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and North. Nays: None. Motion Carried.

AMEND CHAPTER 35, TAXATION

The Asset Manager advised that the Occupation Taxes needed to be amended and outlined the proposed changes. The Planning Commission recommended approval of said ordinance.

The following Ordinance was introduced:

ORDINANCE NO. 2300

AN ORDINANCE TO AMEND CHAPTER 35, TAXATION, ARTICLE III OCCUPATION TAX, TO ADOOPT

ADDITIONAL REGULATORY POINTS, REVISE FEES AND REPEAL SECTIONS FROM THIS CHAPTER; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE

Councilmember North moved and Councilmember VanEsch seconded that the Statutory Rule requiring reading on three different days of Ordinance No 2300. be suspended.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and North. Nays: None. The motion was adopted by a three-fourths vote of the Council and the Statutory Rule suspended for consideration of said Ordinance on its second and third reading.

Councilmember Hubbard moved and Councilmember Wilkinson seconded that Ordinance No. 2300 be passed and adopted.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and North. Nays: None. Ordinance No. 2300 was declared adopted.

AMEND CHAPTER 13 ELECTRICITY

The Asset Manager outlined the needed amendments to said chapter. The Planning Commission recommended approval of said ordinance. The following ordinance was introduced:

ORDINANCE NO. 2301

AN ORDINANCE TO AMEND CHAPTER 13 ELECTRICITY TO ENACT ADDITIONAL SECTIONS TO CREATE REQUIREMENTS FOR INSTALLATION OF ELECTRICAL EQUIPMENT BY OWNER; AND TO REQUIRE THAT ANY PERSON WHO INSTALLS ELECTRICAL EQUIPMENT BE LICENSED; TO AMEND FEES CHARGED BY THIS CHAPTER; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE

Councilmember Wilkinson moved and Councilmember Hubbard seconded that the Statutory Rule requiring reading on three different days of Ordinance No 2301 be suspended.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and North. Nays: None. The motion was adopted by a three-fourths vote of the Council and the Statutory Rule suspended for consideration of said Ordinance on its second and third reading.

Councilmember North moved and Councilmember Wilkinson seconded that Ordinance No. 2301 be passed and adopted.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and North. Nays: None. Ordinance No. 2301 was declared adopted.

AMEND SECTION 36-256 – SNOW ROUTE

The Director of Public Works outlined the snow routes and advised that the City Parking lots will be cleared of snow first so that people in the downtown area will have a place to parking during snow removal.

The following ordinance was introduced:

ORDINANCE NO. 2302

AN ORDINANCE TO AMEND SECTION 36-256 OF THE CITY CODE TO ADD ADDITIONAL STREETS TO THE DESIGNATED SNOW ROUTE AND PROHIBIT PARKING ON SAID STREETS; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

Councilmember North moved and Councilmember Wilkinson seconded that the Statutory Rule requiring reading on three different days of Ordinance No 2302 be suspended.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and North. Nays:

None. The motion was adopted by a three-fourths vote of the Council and the Statutory Rule suspended for consideration of said Ordinance on its second and third reading.

Councilmember Hubbard moved and Councilmember VanEsch seconded that Ordinance No. 2302 be passed and adopted.

Roll Call Vote: Ayes: Wilkinson, Hubbard, Pieper, Lones, VanEsch, Sheppard, Wagner and North. Nays: None. Ordinance No. 23002 was declared adopted.

ADJOURNMENT

There being no further business to come before the meeting, The Mayor adjourned the meeting, the time being 7:31 o'clock p.m.

C. Jean Thiele, City Clerk

Barry Redfern, Mayor

SORTED BY VENDOR

IDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L ACCT NO#	G/L NAME	G/L AMOUNT
-00001	CITY OF YORK - WATER DEPT	1	9.73	N		
-00010	GALE	5	407.85	N		
-00070	KIRKHAM MICHAEL	1	5.00	N		
-00110	MATHESON TRI-GAS	3	93.97	N		
-00120	JACKSON SERVICES INC	8	496.49	N		
-00150	MISSIONSQUARE RETIREMENT	2	1,157.38	N		
-00210	EAKES OFFICE PLUS	1	10.00	N		
-00230	CORNHUSKER STATEIND.	1	9.25	N		
-00290	NORTH PRINTING & OFFICE S	11	1,445.68	N		
-00300	BLACK HILLS ENERGY	12	1,626.43	N		
-00340	BOUND TREE MEDICAL LLC	1	342.00	N		
-00360	CITY OF YORK	3	29,896.91	N		
-00400	BEAVER BEARINGCOMPANY	1	25.81	N		
-00540	GLOBAL TECH, INC.	1	7,402.18	N		
-00560	JER HEATING & A/C, INC.	1	89.00	N		
-00640	NEBRASKA PUBLIC POWER DIS	3	7,641.25	N		
-00701	OLSSON ASSOCIATES	1	2,545.72	N		
-00710	OVERLAND SAND & GRAVEL	7	17,703.88	N		
-00780	PRESTO X COMPANY	9	432.17	N		
-00800	BURST, LLC	15	571.63	N		
-01090	BAKER & TAYLOR, INC	6	2,091.00	N		
-01290	GRAND CENTRAL FOODS, INC.	5	109.66	N		
-01350	PROTEX CENTRAL INC.	3	568.00	N		
-01390	AFLAC	6	827.26	N		
-01420	NE CHILID SUPPORT PAYMENT	1	104.77	N		
-0145	ANTHONY BESTWICK	1	592.76	N		
-01460	PERENNIAL POWER	1	12,324.00	N		

IDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
-01470	SERVI-TECH LABORATORIES	2	140.30	N		
-01490	NE DEPT OF REVENUE	2	7,123.86	N		
-01510	HACH CO.	2	1,087.23	N		
-01640	INTERNAL REVENUE SERVICE	6	38,151.21	N		
-01650	UNION BANK	4	23,940.83	N		
-01670	PRATERNAI ORDER OF POLICE	2	550.00	N		
-01780	WATER ENVIRONMENT FED	1	83.00	N		
-01840	CORNERSTONE BANK	2	3,330.92	N		
-01980	SAHLING KENWORTH INC	3	2,242.37	N		
-02060	NE DEPT OF ENVIRONMENT &	1	125.00	N		
-02230	MCCORMICK HEATING & AC	1	18,000.00	N		
-02250	MILLER SEED & SUPPLY CO	2	359.24	N		
-02590	ADOPT A PET	1	2,500.00	N		
-02620	LEAGUE OF NEBRASKA MUNICI	2	657.20	N		
-02650	O'REILLY AUTO PARTS	5	329.61	N		
-0268	KENNETH EKELER	1	100.00	N		
-02730	SCHOOL DISTRICT OF YORK	1	24.00	N		
-02900	DENT PULR, LLC.	2	2,783.10	Y		
-03240	YORK COUNTY DEVELOPMENT C	2	7,525.00	N		
-03260	HOMETOWN LEASING	3	307.02	N		
-03380	POWER SERVICE INC	1	1,795.00	N		
-03590	PENNER'S TIRE & AUTO	1	134.93	N		
-03930	YORK CHAMBER OF COMMERCE	1	2,083.34	N		
-05310	SAPP BROTHERS PETROLEUM,	4	4,583.28	N		
-06370	HEIMAN FIRE EQUIPMENT, IN	2	3,321.21	N		
-06400	MATT LEIF	1	100.00	N		
-06970	NISSEN ELECTRIC	1	855.00	Y		

IDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT	G/L NO#	G/L NAME	G/L AMOUNT
.09090	WINDSTREAM	1	112.84	N			
.10110	BADGER METER INC	1	1,500.00	N			
.10710	YORK COUNTY SPORTS AUTHOR	1	1,000.00	N			
.10840	TOTAL ADMINISTRATIVESERV	3	3,467.31	N			
.10860	HITZ TOWING	2	122.94	N			
.11220	PAUL DAVIS RESTORATION &	1	55.00	N			
.11450	HEIDI GREGG	1	84.95	N			
.11670	STEVE HOLMES	1	30.00	N			
.14470	FARMERS COOPERATIVE	2	73.00	N			
.14850	CHEREE FOLTS	3	264.00	N			
		1		N			
.15280	ERICK BREKKE	1	192.00	N			
.15710	CRITTEL ENTERPRISEILLC	1	162.90	Y			
.15770	CHRIS WIZE	1	250.00	N			
.15880	CHARLIE'S U-SAVE RX	1	149.59	N			
.15930	STERICYCLE INC	1	402.09	N			
.16010	CHEMSEARCH	1	635.50	N			
.16650	NE DEPT OF REVENUE	1	370.00	N			
.16710	ONE CALL CONCEPTS INC	1	99.59	N			
.17430	BIBLIONIX	1	4,230.00	Y			
.17530	BFT LP dba PET WASTE ELIM	1	16.99	Y			
.17620	PATHIAN LLC	3	84.00	N			
.18120	TERRI CARLSON	2	95.71	N			
.18410	REGIONAL CARE INC	1	33,283.42	N			
.19590	COLONIAL LIFE	4	735.80	N			
.19600	AMERITAS	3	400.10	N			
.20170	AMAZON	7	167.70	N			

SORTED BY VENDOR

IDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
-20750	MARLOWE WALL	1	100.00	N		
-21320	CULLIGAN	1	15.00	N		
-21330	THOMAS MOMMENS	1	164.43	N		
-22050	HEAVY METAL SUPPLY CO	3	145.46	N		
-22100	SLACK AUTO SUPPLY LLC	18	1,253.44	N		
-22670	NATIONWIDE INS	2	200.00	N		
-22700	SPECTRUM BUSINESS	2	1,492.18	N		
-22790	SITE ONE LANDSCAPE SUPPLY	1	154.54	N		
-23350	YORK PUBLIC SCHOOLS	1	297.79	N		
-23820	MACQUEEN EMERGENCY GROUP	2	8,525.60	N		
-23990	BILL WILLIAMSEN	1	100.00	N		
-24120	FIRESPRING	1	140.00	N		
-24800	HAYLIE ZIMA	1	9.80	N		
-25080	DEARBORN NATIONAL-VOLFIR	1	220.40	N		
-25100	NEBRASKA RURAL RADIO ASSO	2	534.00	Y		
-25120	GREG STAHR	1	100.00	N		
-25650	CARDMEMBER SERVICE	2	5,661.48	N		
-26290	THE BPAD GROUP INC	2	970.00	N		
-26770	MATT'S WELDING	1	500.00	Y		
-27010	ICON IMPROVEMENTS LLC	1	25,390.00	N		
-27210	MIDWEST AUTO PARTS INC.	4	153.90	N		
-27490	SUE CRAWFORD	2	147.40	N		
-27570	LINCOLN CREEKELECTRIC	1	4,700.00	Y		
-28080	FIRST NATIONAL COMPANY	2	2,000.00	N		
-28090	LIGHTHOUSE UNIFORMS	1	7,406.60	N		
-28100	MIDWEST FLOOR COVERING, I	1	23,085.50	N		

FOR	NAME	NO#	TOTAL	G/L	G/L	G/L
		INVOICES	AMOUNT	ACCT NO#	NAME	AMOUNT

*** REPORT TOTALS *** 268 342,215.38

SELECTION CRITERIA

NDOR SET: 01 CITY OF YORK

NDOR: ALL

PK: ALL

NDOR CLASS(ES): ALL CLASSES

INSACTION SELECTION

PORTING: PAID ITEMS

=====PAYMENT DATES=====

LD ITEMS DATES	:	10/22/2021 THRU 11/04/2021	=====ITEM DATES=====	0/00/0000 THRU 99/99/9999	=====POSTING DATES=====	0/00/0000 THRU 99/99/9999
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INT OPTIONS

PORT SEQUENCE: VENDOR #

, EXPENSE DISTRIBUTION: NO

CK RANGE: 000000 THRU 999999

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 3	ORDER DATE 12/30/20
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

CONTRACT NUMBER
15408 OC
E85 & SECONDARY
E15 AWARD

THE CONTRACT PERIOD IS:

DECEMBER 15, 2020 THROUGH DECEMBER 14, 2021

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document: 6362 OF ATTACHMENT "B-2"

Contract to supply and deliver 2021 Or Current Production Year Half Ton Utility Vans as per the attached specifications, for the contract period December 15, 2020 through December 14, 2021.

See attached Technical Specifications document for approximate units to be purchased. The unit price is equal to the Base Price for items before the Option Bid List.

Award Make/Model: Ford Transit

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

DELIVERY ARO: 90 DAYS

Vendor Contact: Bobby Colclasure
Phone: 402-617-4521
Email: bobbyc@andersonautogroup.com

MH 12/07/20

Amendment One (1) as Attached (MH 12/30/20)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2021 OR CURRENT PRODUCTION YEAR HALF TON UTILITY VANS FFV E85 MAKE/MODEL: FORD TRANSIT SERIES, CODE, TRIM LEVEL: E1Y, 101A, LR CARGO ENGINE: 3.5L GVWR: 8,670	3.0000	EA	24,404.0000

DocuSigned by:
Christina Kelly 12/30/2020
A70D6E449BA2410...
BUYER 12/31/2020
MATERIAL ADMINISTRATOR
6F1A20A1248

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 2 of 3	ORDER DATE 12/30/20
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

CONTRACT NUMBER
15408 OC
E85 & SECONDARY E15 AWARD

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
2	2021 OR CURRENT PRODUCTION YEAR HALF TON UTILITY VANS E15 COMPLIANT MAKE/MODEL: FORD TRANSIT SERIES, CODE, TRIM LEVEL: E1Y, 100A, LR CARGO ENGINE: 3.5L GVWR: 8,670	3.0000	EA	24,404.0000
PLEASE CONTACT <u>ANDERSON FORD OF LINCOLN</u> FOR ITEMS NOT LISTED ON THE CONTRACT BUT ARE NECESSARY FOR BUSINESS NEEDS.				
OPTIONS:				
3	3.5 ECOBOOST ENGINE	3.0000	EA	1,995.0000
4	MEDIUM 100.8" ROOF HEIGHT	3.0000	EA	3,995.0000
5	HIGHROOF T-250/110.1"	3.0000	EA	8,395.0000
6	148" ADDITIONAL CARGO LENGTH WITH CARGO SIDE/REAR DOOR OPTION	3.0000	EA	1,995.0000
7	NON LIMITED GLASS ON LEFT SIDE	3.0000	EA	495.0000
8	REAR WINDOW DEFROSTER (DEALER INSTALLED)	3.0000	EA	175.0000
9	HEAVY-DUTY SEATS WITH FOAM RUBBER COVERED CUSHIONS, VINYL TRIM AND LUMBAR SUPPORT (DEDUCT)	3.0000	EA	-50.0000
10	MANUFACTURER'S AUTOMATIC SPEED CONTROL	3.0000	EA	325.0000
11	FULL CRASH SCREEN	3.0000	EA	895.0000
12	FULL CRASH SCREEN WITH CENTER OPENING	3.0000	EA	995.0000

DS
CK
BUYER INITIALS

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

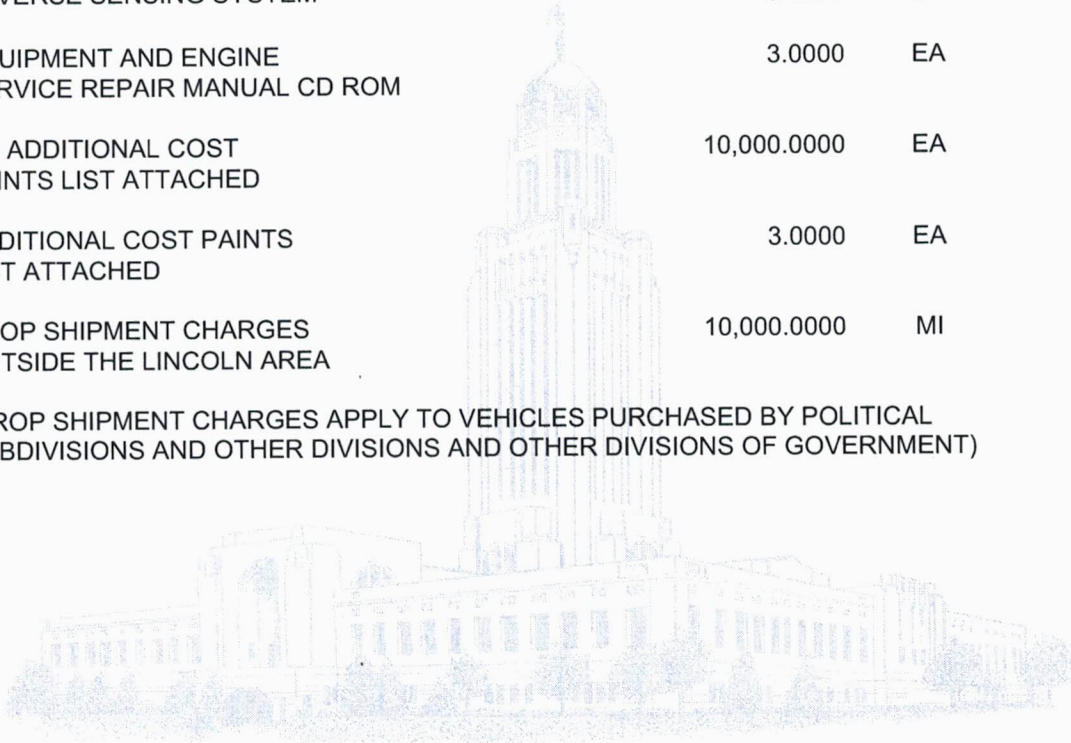
Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 3 of 3	ORDER DATE 12/30/20
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

CONTRACT NUMBER
15408 OC
E85 & SECONDARY E15 AWARD

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
13	PROTECTIVE VINYL BODY MOLDING (DEALER INSTALLED)	3.0000	EA	495.0000
14	REVERSE SENSING SYSTEM	3.0000	EA	295.0000
15	EQUIPMENT AND ENGINE SERVICE REPAIR MANUAL CD ROM	3.0000	EA	295.0000
16	NO ADDITIONAL COST PAINTS LIST ATTACHED	10,000.0000	EA	0.0000
17	ADDITIONAL COST PAINTS LIST ATTACHED	3.0000	EA	200.0000
18	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA	10,000.0000	MI	2.0000 PER MILE

(DROP SHIPMENT CHARGES APPLY TO VEHICLES PURCHASED BY POLITICAL SUBDIVISIONS AND OTHER DIVISIONS AND OTHER DIVISIONS OF GOVERNMENT)



DS
CK
BUYER INITIALS

York Parks and Recreation Fact Sheet 2020-2021

Community Center

- 5,606 Membership check-ins
3,539 males | 2067 females
- 22 Adult programs = 4,031 participants
- 61 Youth programs = 7,400 participants
- 816 Facility rentals *includes closure
(closed Feb 28-Sept 30)

Family Aquatic Center

- 16,597 Season attendance
7,515 Membership check-ins
3,787 males | 3,728 females
9,082 Non-member check-ins

City Auditorium

- 307 Facility rentals *includes closure
(closed Oct 1-March 22)

Ballpark Complex

- 990 League rentals
130 batting cages | 590 practices | 270 games
- 11 Tournaments
407 teams | 142 fields | 22 days | 998 games

Parks

- 18 Levitt rentals
- 120 Park shelter rentals
- 125 Miller Park & Beaver Creek rentals

FUN FACTS

Complex concessions sold 50,041 items, #1 seller: Water

Aquatic Center sold 14,416 items, #1 seller: Slushie

Auditorium opened March 22, 2021 after renovations

Community Center closed for renovations February 28, 2021

Highest Family Aquatic Center attendance since 2017

COMMUNITY CENTER ANNUAL COMPARISONS

Members Daily Check-In	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	*COVID* 2019-2020	*RENO* 2020-2021
Monday	2688	3119	3101	3023	3453	3463	2897	3378	2168	988
Tuesday	3131	3246	3217	3156	4177	3626	3122	2622	1778	945
Wednesday	2759	3223	3024	3088	4215	3661	3204	3600	2174	1036
Thursday	2510	2770	2869	2642	2918	3127	2638	2484	1713	855
Friday	2998	2715	2816	2557	2835	2949	2518	2847	1865	912
Saturday	2427	1926	1438	1083	1348	1417	1145	1166	852	469
Sunday	1217	1391	1420	990	1265	947	873	783	637	401
TOTAL	17730	18390	17885	16539	20211	19190	16397	16880	11187	5606

Members Check-Ins

Males	12772	12820	12608	11448	13619	12404	10547	10368	6971	3539
Females	4958	5570	5277	5091	6592	6786	5850	6512	4216	2067
TOTAL	17730	18390	17885	16539	20211	19190	16397	16880	11187	5606

Venue Bookings

Auditorium	322	219	244	187	306	455	344	307	589	1539* Reno
Community Center	479	280	354	329	226	280	673	940	1135	816* Reno
Fields	414	436	507	624	754	240	75 (levitt only)	43 (levitt only)	23 (levitt only)	29 (levitt & BC)
Picnic Shelters / Parks	104	55	129	108	122	107	132	119	107	120
TOTAL	1319	990	1234	1248	1408	1082	1149	1409	1854	2504

Programming

Adult Program	11	13	17	12	14	17	18	18	21	22 (1C/4R)
Youth Program	33	35	49	66	71	63	63	63	61 (19C)	61 (6C/4R)
Total	44	48	66	78	85	80	81	81	82 (19C)	83 (15C)

Programming Participation

Adult Participation	5131	8790	11979	12281	11669	11987	11958	9439	3909	4031
Youth Participation	2771	3728	3716	4021	6231	6282	6880	7419	4868	7400
Total	7,902	12,518	15,695	16,302	17,900	18,269	18,838	16,858	8,777	11,431

YEARLY COMPARISON OF FAMILY AQUATIC CENTER STATS

Reports	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Incident Reports	3	7	4	1	13	5	5	11	8	7
Accident Reports	27	48	27	36	37	25	27	14	9	16
Rescue	30	32	23	23	22	21	31	20	21	35
Employee Discipline	7	33	13	10	13	16	4	0	1	6
TOTAL	67	120	67	70	85	67	67	45	39	64

Membership Check-ins Days of the week	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Monday		1794	1215	1664	1324	1299	914	886	437	1163
Tuesday		1649	1455	1469	1630	1399	1200	692	550	1278
Wednesday		1578	1135	1343	1718	1354	1077	722	458	1191
Thursday		1464	1241	1172	1701	1504	1338	1014	476	1245
Friday		1830	1414	1497	1686	1205	1387	1237	483	1247
Saturday		863	907	1151	779	1073	1013	741	295	541
Sunday		1344	1464	1400	1265	1028	1089	625	395	850
TOTAL		10522	8831	9696	10103	8862	8018	5917	3,094	7515

Member Gender	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Male		5703	5121	4844	4848	4604	4371	3041	1694	3787
Female		5940	4815	4852	5255	4258	4618	2876	1400	3728
TOTAL		11643	9936	9696	10103	8862	8989	5917	3,094	7515

Hours Most Busy by Members	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
10:00am				1						
11:00am		17	14	10	54	36	39	17	18	56
12:00pm		401	396	477	591	554	535	308	159	433
1:00pm		3419	2953	3073	3164	2500	2104	1869	897	2329
2:00pm		1951	1732	1840	1801	1654	1458	1281	614	1506
3:00pm		1739	1274	1548	1549	1348	1227	1001	618	1128
4:00pm		1072	916	1075	1123	1017	1004	545	234	726
5:00pm		860	723	828	808	784	728	349	322	581
6:00pm		701	560	594	646	538	489	361	163	529
7:00pm		224	116	144	165	243	121	58	7	85
8:00pm		30	17	22	12	45	103	3		0
9:00pm		4	29	7	17	12	10	2	1	3
10:00pm		100	101	77	160	125	197	117	60	133
11:00pm					13	6	3	6	1	23
TOTAL		10518	8831	9696	10103	8862	8018	5917	3,094	7532

Memberships Purchased	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
TOTAL		1175	1239	898	527	447	386	265	128	323

Pool Attendance	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
May			1956	948	174	833	1655	793	0	264
June			5718	7442	9861	7742	7098	7624	3178	7767
July			7003	7747	6905	7315	6177	7001	5600	6771
August			1961	1926	1786	741	1294	689	1308	1795
TOTAL			16638	18063	18726	16631	16224	16107	10086	16597

Members vs. Daily	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Members			8831	9696	10103	7782	8018	5917	3094	7515
Daily			7807	8367	8623	8849	8206	10190	6992	9082
TOTAL			16638	18063	18726	16631	16224	16107	10086	16597

COMPLEX ANNUAL COMPARISON

League Play M-F	16-17	17-18	18-19	19-20	20-21
Batting Cages	213	241	115	47	130
Practices	414	276	359	367	590
Games (includes double hitters)	342	328	190	132	270
Total	969	845	664	546	990

Field Usage

YW	91	97	107	113	118
GW	75	81	88	103	97
BW	97	108	121	92	108
RW	74	116	86	121	120
YE	79	77	95	69	126
GE	71	61	73	79	124
BE	45	57	62	58	88
RE	53	60	88	132	107
TOTAL RESERVED	585	657	720	767	888
Canceled due to Covid-19				434	
Total				333	

Tournament Stats

Number of Tournaments Played	14	13	16	1	11
Total Team	388	520	555	44	407
Total # of Fields	98	79	219	14	142
Total # of days	25	26	32	2	22
Total # of Games		1365	1368	122	998
Number of Tournaments Cancelled	3	2	0	14	0

Miller Park & Beaver Park Usage

Practices, Games, YPR, YC		124	157	95	135
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League Teams

Fusion		9	11	0	8
Knights		7	7	0	8
Optimist		8	8	0	7
T-ball		8	7	4	5
YC		3	3	3	3
YHS		2	2	2	2



QUOTE

Number FRYQ64636
Date Oct 26, 2021

Fry & Associates, Inc.
 101 E 15th Ave, North Kansas City MO 64116
 t. 816-221-4825 f. 816-221-4831

End User	Ship To	Bill To
City of York Cheree Folts 211 E. 7th Street York, Nebraska 68467 United States	City of York 303 E Nobes Road York, Nebraska 68467 United States	City of York Cheree Folts 211 E. 7th Street York, Nebraska 68467 United States

Here is the quote you requested.

SW Member No: 84195

Associates	P.O. Number	Ship Via	Terms
Andrew J Ferguson Andrew Ferguson		Common	Net 10

Qty	Description	List Price	Adj. Price	Ext. Price
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PLAYWORLD SALE STRUCTURE

1	350-1736 Playworld Systems, Inc.	Playworld Design #350-1736 Post Color = LIME Deck Color = GRAY Component/Railing Color = TEAL Bell = TEAL 2-Color Plastic Color = GRAY-BLACK Rotomolded Plastic Color 1 = LAVENDER Includes: 90-Degree Slide, Spin Cup, Storefront Panel, and Two Large Toppers Rotomolded Plastic Color 2 = SKY Includes: Double Slide, Playcube, and Two Small Toppers	\$19,062.00	\$12,390.00	\$12,390.00
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INDEPENDENT ITEMS

1	ZZUN8727 Playworld Systems, Inc.	PLAYCUBE - GROUND LEVEL Color = SKY	\$3,522.00	\$3,169.80	\$3,169.80
3	ZZUN8761 Playworld Systems, Inc.	POLY CLIMBER - SMALL Color = LIME	\$523.00	\$470.70	\$1,412.10
1	ZZXX0065 Playworld Systems, Inc.	SPIN CUP Post = LAVENDER Plastic = LAVENDER	\$980.00	\$882.00	\$882.00

INSTALLATION

1	Install Fry & Associates, Inc.	Equipment Installation Complete In-Ground Playground Installation	\$6,250.00	\$6,250.00	\$6,250.00
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Continued On Next Page ...

Qty	Description	List Price	Adj. Price	Ext. Price
Please contact me if I can be of further assistance.			SubTotal	\$24,103.90
			Tax	\$0.00
			Shipping	\$800.00
			Total	\$24,903.90

Shipping Contact: Allen Snider
Email: cfolts@cityofyork.net

Phone: (402) 366-5763
Fax:

By Signing this I agree to the attached terms and conditions of this proposal. I also certify that I have the authority to enter the Billing Party into this agreement.

Quote Accepted By: _____ Date: _____

Pricing is CASH pricing. 3.5% cash discount will be removed from the total for credit card transactions.
Unless otherwise indicated all pricing good for 30 days from quote date



Terms and Conditions

1. Fry & Associates, Inc. ("Fry") hereby offers to sell the products and services described in this Quotation (the "Goods"), but only on the terms and conditions described herein. If Buyer submits to Fry a purchase order or other documentation with terms and conditions different from or additional to the terms and conditions described in this Quotation, Fry hereby objects to those terms and does not assent to them. No such term shall be considered to be a part of any contract between the parties.
2. The quoted purchase price may be increased to the extent that Fry's cost of the Goods may be increased as a result of (1) any agreements, codes, or legislative enactments made or enacted pursuant to federal, state or municipal legislation; and (2) increase in the cost of labor or raw materials. In addition to paying the quoted purchase price, Buyer is solely liable for any excises, levies or taxes which Fry may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the Goods, and Buyer agrees to pay the amount thereof on the same terms as it shall pay the quoted purchase price.
3. All pricing is good for 30 days from quote date unless otherwise indicated.
4. All pricing is cash pricing and includes a 3.5% discount. Use of a credit card or other non-cash basis of payment will remove this discount.
5. Cancellation of this order or part of this order will incur a restocking charge and forfeiture of any deposits made. Buyer will be responsible for any freight charges incurred. Acceptance of any returns are at the discretion of the manufacturer. No goods shall be returned for credit without first obtaining written consent from Fry.
6. Any changes to this order must be agreed to in writing and signed by both parties before they become valid.
7. Claims by Buyer for shortages, damages or errors in delivery must be made within five (5) days after the delivery of the goods. Goods are sold subject to the standard manufacturing practices of Fry's suppliers. Goods purchased on the basis of weight are subject to customary quantity variations recognized by practice in the industry.
8. Buyer shall assume all risk of loss or damage upon delivery by Fry to the carrier at the point of shipment. Scheduled dates of delivery are determined from the date of Fry's acceptance of any order or orders placed by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular date of delivery. Fry shall not be liable for any damages caused by failure or delay in shipping the Goods if such failure or delay is beyond the reasonable control of Fry.
9. This quotation may be accepted to form a binding contract upon any one of the following options: 1. Signature below and a deposit (if required) to Fry for the items listed in this quote prior to the expiration date. 2. Issuance of a purchase order to Fry referencing this quote and the terms and conditions herein prior to the expiration date above
10. Any payment terms are with approved credit. Any payment not made within terms is subject to a late payment charge of 1.5% per month (compounded) on the unpaid balance.
11. All manufacturer's warranties are honored solely under the terms set forth by the manufacturer and are not the responsibility of Fry.
12. All information presented in this quote is the responsibility of the Buyer to verify for accuracy and completeness.
13. Any agreement arising out of this transaction shall be deemed to have been made in Clay County, Missouri. The parties agree that the validity, interpretation and performance of any agreement arising out of this transaction shall be governed by the laws of the State of Missouri.
14. If Buyer requests deferral of deliveries, Fry's agreement to defer delivery shall not excuse Buyer from its obligation to pay for the goods at the same times and in the same quantities as the original delivery schedule, including interest due pursuant to these terms and conditions. In addition to adhering to the original payment schedule, Buyer shall pay such storage charges as Fry may assess for storing the goods awaiting delivery. If Buyer requests deferral prior to commencement of production, Fry may require a change in pricing based on required delivery date.
15. Fry will do its best to inform the buyer of anticipated lead times on products and services. Fry is not responsible for any changes in lead times from manufacturers and will not accept responsibility for damages due to project delays.
16. In addition to the foregoing, Buyer agrees to save and hold Fry & Associates, Inc. harmless from any claims, demands, liabilities, costs, expenses or judgments arising in whole or in part, directly or indirectly, out of the negligence or lack of care by Buyer or Buyer's customers, agents, employees or invitees involving the use of the goods supplied by Fry & Associates, Inc. This indemnification shall include all costs, attorney's fees and other expenses paid or incurred by or imposed upon Fry & Associates, Inc. in connection with the defense of any such claim.



Dr. Sue Crawford | City Administrator
100 East 4th St., PO Box 276 | York, NE 68467
scrawford@cityofyork.net | 402.363.2600

From: Cheree Folts <cfolts@cityofyork.net>
Sent: Wednesday, October 27, 2021 1:47 PM
To: Sue Crawford <scrawford@cityofyork.net>
Subject: Custodian Van

Hello!

In the budget we have \$24,000 for a new custodian van. State bid has a van for \$24,404.00 that would fit our needs but is \$404 over budget. The current van will be sent to auction so we will be receiving money off that sell to cover some if not all of the \$404. The custodians would like to add the option of a rear window defrost for an additional \$175.00 so the total cost of the custodian van would be \$24,579.00. \$579 over budget but would be again be receiving money off the auction of the current van.

Which option, with or without, the rear window defrost would you prefer I present to Council?

Here is the state bid link for the van.
[15408\(oc\)awd.pdf \(nebraska.gov\)](#)



Cheree Folts
Director - York Parks & Recreation Dept.
211 E. 7th | York, NE 68467 | 402-363-2630







City of York, Nebraska

East Hill Park Toddler Playground



City of York, Nebraska

East Hill Park Toddler Playground



Jean Thiele

From: James Paul
Sent: Tuesday, November 2, 2021 12:04 PM
To: Sue Crawford; Jean Thiele
Subject: Bobcat Skid Steer Summaries

Bobcat Skid Steer #1

- Skid Steer for the Street Department (wheeled)
- The Final Budgeted amount for this year was \$24,000
- State Bid Final amount was for \$23,540 (after trade-in)

Bobcat Skid Steer #2

- Skid Steer for the Water Department (track)
- The Final Budgeted amount for this year was \$32,000
- State Bid Final amount was for \$31,500 (after trade-in)



James Paul | Director of Public Works
100 East 4th St., PO Box 276 | York, NE 68467
jpaul@cityofyork.net | 402.363.2600

Jean Thiele

From: James Paul
Sent: Thursday, October 28, 2021 12:16 PM
To: Jean Thiele
Subject: Bobcat Skid Steer Loader for Council Approval
Attachments: Bobcat State Bid.jpg

Jean,

Here is the Bid for Council Approval (11/4/2021) on a Bobcat Skid Loader for the Street Department

- The Bid received is a "State Bid"
- Budgeted Amount was \$24,000.00
- Bid Price is \$23,540.00



James Paul | Director of Public Works
100 East 4th St., PO Box 276 | York, NE 68467
jpaul@cityofyork.net | 402.363.2600

Street → Needs to Go to Council



Product Quotation

Quotation Number: 28821D029167
Date: 2021-07-13 13:52:02

Ship to	Bobcat Dealer	Bill To
City of York 100 E. 4th St York, NE 68467 Phone: (402) 363-2600	York Equipment, Inc, York, NE 2706 SOUTH LINCOLN AVENUE YORK NE 68467-0637 Phone: (402) 362-4461 Fax: (402) 362-6771	York Equipment 2706 S. Lincoln Ave York, NE 68467 Phone: (402) 362-4461
	Contact: Rick Gerken Phone: 402 362-4461 Fax: (402) 362-6771 Cellular: 402 363-4419 E Mail: caseihykrick@yahoo.com	

Description	Part No	Qty	Price Ea.	To
S64 T4 Bobcat Skid Steer Loader 68.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts. Lift Arm Support	M0359	1	\$49,795.00	\$49,795.00
				Lift Path: Vertical Lights, Front and Rear LED Operator Cab Includes: Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J104 and ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Wedge Brake System Tires: 10x16.5, 8 PR, Bobcat Standard Duty Warranty: 2 years, or 2000 hours whichever occurs first
Factory Installed P68 Performance Package Power Bob-Tach 7-Pin Attachment Control Kit High Flow	M0359-P06-P68	1	\$6,598.00	\$6,598.00
				2-Speed Hydraulic Bucket Positioning Automatic Ride Control
C68 Comfort Package "Enclosed Cab with HVAC Sound Reduction Touch Display with Radio & Bluetooth	M0359-P07-C68	1	\$7,772.00	\$7,772.00
				Heated Cloth Air Ride Suspension Seat Premium LED Lights Rear View Camera"
Dealer Installed Selectable Joystick Controls Attachments Strobe Light Kit, Amber 68" Heavy Duty Bucket --- Bolt-On Cutting Edge, 68"	M0359-R01-C04 7375339 7272679 6718006	1 1 1 1	\$811.00 \$242.00 \$1,121.00 \$231.00	\$811.00 \$242.00 \$1,121.00 \$231.00
Total of Items Quoted				\$66,570.00
Dealer P.D.I.				\$150.00
Freight Charges				\$642.00
Trade-in				
Discount				
Bobcat S590 Year 2013 Hours 2059 SnANMN11680				
Discount				
Note Total - US dollars				(\$22,000.00)
				(\$21,822.00)
				\$23,540.00

Jean Thiele

From: James Paul
Sent: Tuesday, November 2, 2021 12:04 PM
To: Sue Crawford; Jean Thiele
Subject: Bobcat Skid Steer Summaries

Bobcat Skid Steer #1

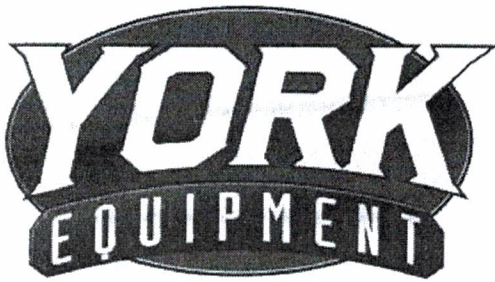
- Skid Steer for the Street Department (wheeled)
- The Final Budgeted amount for this year was \$24,000
- State Bid Final amount was for \$23,540 (after trade-in)

Bobcat Skid Steer #2

- Skid Steer for the Water Department (track)
- The Final Budgeted amount for this year was \$32,000
- State Bid Final amount was for \$31,500 (after trade-in)



James Paul | Director of Public Works
100 East 4th St., PO Box 276 | York, NE 68467
jpaul@cityofyork.net | 402.363.2600



INVOICE FOR EQUIPMENT

State Bid For Water Department



YORK EQUIPMENT INC.
2706 S. LINCOLN AVE
BOX 637
YORK, NE 68467
PHONE 402-362-4461



DATE: 10/06/21
NAME: City of York
ADDRESS: P.O. Box 276
TOWN: York
ZIP CODE: 68467

ACCOUNT # #08200
STATE: NE
COUNTY:

SALESMAN: Rick Gerken
EMAIL: caseihykrick@yahoo.com
PHONE: (402) 363-2600

DESCRIPTION OF EQUIPMENT

Table with 8 columns: NEW/USED, QTY, STOCK #, YEAR, DESCRIPTION, HOURS, SERIAL NUMBER, TOTAL PRICE. Row 1: New, 1, A10912, 2021, Bobcat T76 Track Loader (Water Dept), 2, B4CE16851, \$57,121.35.

DESCRIPTION OF TRADE-IN

TOTAL CASH PRICE \$57,121.35

Table with 7 columns: QTY, YEAR, STOCK #, DESCRIPTION, HOURS, SERIAL NUMBER, ALLOWANCE. Row 1: 1, 2017, AA1030, Bobcat T590 Track Loader, 1695, ALJU25187, \$25,621.35.

Summary table with 2 columns: Description, Amount. Rows: TRADE-IN ALLOWANCE (\$25,621.35), BALANCE (\$31,500.00), SUB-TOTAL (\$31,500.00), BALANCE DUE (\$31,500.00).

Purchaser hereby conveys to seller the trade-in equipment is free and clear of all encumbrances

Financing type: _____

Budgeted Amount \$132,000

Accepted by: _____

Salesman: _____

Above equipment and Operator's Manual have been received by me and I have been thoroughly instructed as to care, adjustments, safe operation and applicable warranty policy.

Customer's signature: _____

Date Accepted: _____

SECOND AMENDED INTERLOCAL AGREEMENT
BETWEEN COUNTY OF YORK AND CITY OF YORK
TO ESTABLISH A JOINT COMMUNICATIONS AGENCY

WHEREAS, the York County Board of Commissioners met at their regular meeting on the 10th day of August, 2021, to discuss the removal of item ten (10) on the amended interlocal agreement between County of York and City of York to establish a joint communications agency.

WHEREAS, the York County Board of Commissioners agreed to remove item ten (10) from the amended interlocal agreement between County of York and City of York to establish a joint communications agency.

WHEREAS, the City of York met at their regular meeting on the 19th day of August, 2021, to discuss the removal of item ten (10) on the amended interlocal agreement between County of York and City of York to establish a joint communications agency.

WHEREAS, the City of York Council agreed to remove item ten (10) from the amended interlocal agreement between County of York and City of York to establish a joint communications agency.

NOW, THEREFORE, the parties agreed to remove item ten (10) from the amended interlocal agreement between County of York and City of York to establish a joint communications agency.

WHEREAS, it is in the best interests of the County of York (hereinafter referred to as "COUNTY") and the City of York (hereinafter referred to as "CITY") to establish a joint communications agency; and

WHEREAS, County and City wish to enter into an interlocal cooperation agreement pursuant to the terms of the Interlocal Cooperation Act, Neb. Rev. Stat. §§13-801 et seq. (Reissue 2012).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The term of this Agreement shall be perpetual, unless terminated as provided hereinafter.

2. The communications agency established pursuant to this Agreement shall be a department of the County, subject to the terms and conditions of this Agreement. Said department shall be known as the "York County Communications Agency" (hereinafter referred to as "AGENCY").

3. The purpose of the Agency shall include, but not be limited to, the facilitation

of the operation of civil defense functions, operation of the York County Emergency Operations Center, operation of a complete public safety communications center and such other duties and responsibilities as shall from time-to-time be established.

4. The Agency shall be administered by a board known as the "York County Communications Board" (hereinafter referred to as "BOARD"), which shall be responsible for the oversight of the Agency. The Board shall consist of nine (9) members which shall include the following: York County Sheriff, York Chief of Police, York Fire Chief, two (2) members of the York County Board of Commissioners, one (1) member of the York City Council, the York Mayor, one (1) member of the York County Mutual Aid, and the York County Emergency Management Director.

The Board's responsibility shall include, but not be limited, to the following:

- (a) the recommendation of the hiring, replacement or removal of the Chief Dispatcher of the Agency;
- (b) the adopting, maintaining and amending of rules and regulations governing the operations of the Agency; and
- (c) the adopting of an annual budget proposal for recommendation to, and approval by, the respective governing bodies of the County and the City.
- (d) meeting on an annual basis or otherwise as agreed to by the Board to review the operation of the Agency and discuss any amendments to this Agreement and any other matters that the Board deems appropriate.

Rules and regulations that are adopted by the Board must be approved by the governing bodies of the County and the City. Further, any amendment, alteration or modification of the rules and regulations must be submitted to and approved by the governing bodies of the County and the City before the proposed adoption thereof by the Board.

5. The Chief Dispatcher of the Agency shall be an employee of the County and shall be subject to the rules and regulations promulgated by the Board, and rules and regulations of County employees as set out in the York County Employee Manual, and shall be entitled to the benefits allowed in the Manual of the County, as a department head. The duties and responsibilities of the Chief Dispatcher shall include, without limitation, the following:

- (a) directing and managing the day-to-day operations of the Agency, including serving as a dispatcher;
- (b) management of personnel employed in the Agency, including hiring, discipline and termination of employees as provided in the York County

Employee Manual;

- (c) attending all meetings of the Board with the right to participate in said meetings, but not to vote;
- (d) recommending to the Board for adoption such measures as deemed necessary or expedient;
- (e) preparing a proposed annual budget for submission to the Board;
- (f) being responsible for the application and administration of grants; and
- (g) performing such other duties as may be required for the efficient operation of the Agency or as requested by the Board.

6. A. There shall be no preference given to hiring current County or City employees. All current County and City employees working as dispatchers are eligible to apply for employment with the Agency. Any current employee that is not hired by the Agency shall be terminated by the County and/or City effective the date of the opening of the joint communications facility unless such employee resigns or is otherwise terminated from employment prior to such date. Any employee that is not hired by the Agency is eligible for continued employment by the County and/or City if a position is available for such employee and the County/City chooses to retain such employee.

B. Any sick leave, vacation or compensation time benefits accumulated by any employee of the County or City whose employment is terminated and who is not hired by the Agency shall be paid in full by the City or County employer to the employee upon the employee's termination of employment as provided by the County and City Employee Manuals. Retirement benefits for current County employees and City employees who are terminated shall be handled as provided by the retirement plans applicable to County employees and City employees. City employees who are hired by the Agency shall be entitled to participate in the County retirement plan and shall be entitled to immediate participation in said plan. County employees who are hired by the Agency shall be allowed to continue to participate in the existing County employee retirement plan without interruption.

C. Former City employees who are hired by the Agency shall retain their existing health insurance coverage provided by the City through COBRA until said former City employees are eligible for health insurance benefits from the County. The County shall pay for the health insurance benefits incurred by the former City employees for individual coverage through COBRA until said former City employees are eligible for health insurance benefits from the County. Former City employees shall be responsible for the payment of any additional premiums for health insurance coverage provided to the employees' spouses and/or children. The

County shall pay for the health insurance benefits incurred by the former City employee through COBRA as stated above until health insurance benefits are provided to such employee by the County.

D. Former City employees who are hired by the Agency shall be provided vacation benefits by the County according to the years of accumulated service that the former City employee has with the City of York as provided by the County Employee Manual for County employees who have accumulated equivalent years of service.

7. Employees of the Agency shall be employees of the County and shall be subject to the rules and regulations promulgated by the Board and as set forth in the County Employee Manual, and shall be entitled to the benefits allowed in the Manual as a County employee.

8. The fiscal year for the Agency shall commence July 1 and terminate June 30. On or before May 1 of each year, the Chief Dispatcher shall submit a proposed budget to the Board. The Board shall then submit a proposed budget to the governing bodies of the County and City on or before June 1. Each governing body shall review said proposed budget and submit any objections to the same to the Agency on or before July 1 of each year.

9. All authorized expenditures of the Agency, including, without limitation, payroll, equipment, supplies and expenses, shall be paid by County. The budget of the Agency shall be financed as follows: the initial budget for the Agency for the 2017-2018 fiscal year shall be the sum of Eight Hundred Fifty Thousand One Hundred Fifty-seven Dollars (\$850,157.00). The County and the City shall each pay one-half (1/2) of the approved budget for the initial fiscal year and for each fiscal year thereafter.

10. The City will pay its share of the funding of the Agency to the County in four (4) separate equal payments to be made before the end of each quarter (March 31, June 30, September 30 and December 31).

11. In the event that any other political subdivisions become members of the Agency, then any revenue received from such entity or entities shall be credited equally to the County and the City and shall reduce their respective share of contribution to the funding of the Agency on a proportionate basis.

12. As long as the Agency is located in the York County Courthouse no rent shall be charged for the space used by the Agency, and no additional charge shall be made by the Agency for the use of any existing County equipment. The costs of the purchase, replacement and maintenance of any additional equipment and supplies by the Agency shall be shared equally between the County and City as provided above. The City agrees to make available any existing equipment no longer needed by the City that may be useful to the Agency to facilitate the operations of the Agency.

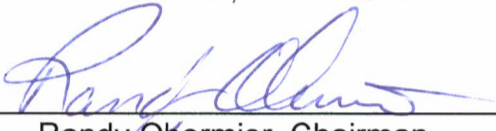
13. The County agrees to provide liability insurance coverage sufficient to cover any claims, suits, losses and damages that may result from the operation of the Agency and to maintain such insurance coverage at all times.

14. Either party may terminate this Agreement effective June 30 of any year provided that written notice of the termination is delivered to the other party not less than two (2) years prior to the date of termination. Upon termination of the Agreement all personal property belonging to the Agency consisting of equipment, supplies and materials shall be returned to the entity that furnished such personal property. All other property acquired by the Agency shall be provided to the County.

DATED this 19th day of October, 2021.

COUNTY OF YORK, NEBRASKA

CITY OF YORK, NEBRASKA

BY: 
Randy Obermier, Chairman
of York County Board of
Commissioners

BY: _____
Barry Redfern, Mayor
of City of York, Nebraska

ATTEST:

Kelly Turner, York County Clerk

ATTEST:

C. Jean Thiele, York City Clerk

(SEAL) 

(SEAL)

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
AGREEMENT NO. 21-DTR-014
[AL #14.228]**

This agreement is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of York, Nebraska ("Subrecipient"), upon the date of signature by both parties.

RECITALS:

A. The United States Department of Housing and Urban Development ("HUD") has designated the Department as administrator of and has awarded the Department funds for the Community Development Block Grant Program ("CDBG").

B. The Subrecipient submitted an application ("Application") to undertake community development activities ("Project") authorized under the Housing and Community Development Act of 1974 ("HCDA" or "Act") and its corresponding federal regulations (24 C.F.R. Part 570) using CDBG funds.

C. The Department approved the Application with the authorized use of CDBG funds premised upon and conditioned on the Subrecipient fulfilling one of the three listed CDBG national objectives as a result of the CDBG-assisted activity:

1. *LMI Area Benefit*: This national objective is usually satisfied in the context of community development projects involving *public facilities* or *public improvements* that serve a primarily residential area with at least 51% low to moderate income ("LMI") residents.
2. *LMI Limited Clientele*: This national objective is usually satisfied when the *public facilities* or *public improvements* will be used for activities designed to benefit a particular group of persons (at least 51% of whom are LMI persons) rather than everyone in a general area.
3. *SBA Prevention/Elimination*: This national objective addresses the prevention or elimination of slum and blighted areas ("SBA"). It is usually satisfied in the context of community development projects involving public facilities or public improvements by demonstrating the activities undertaken prevent or eliminate objectively determinable signs of slum or blight in a defined slum or blighted area. The specific criteria for qualifications for this national objective can be found in the CDBG regulations.

Failing to fulfill a national objective will result in the disallowance of CDBG funding for the Project, and CDBG regulations require the Subrecipient to repay all CDBG funds to the Department.

D. Based upon the Application, SBA Prevention/Elimination is the proposed national objective that was established at the time of Project approval and will be used by the Department to ascertain if a CDBG national objective has been met by the Project.

- The project will fulfill the Slum and Blight National Objective through the subcategory of Area Basis. The data for proposed beneficiaries includes eight (8) businesses. The proposed activities address the contributing conditions of the 1996 slum and blight designation, redesignated in 2016. A total of 85% of the properties in the area qualify under the designation

E. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§1.01 Amount, Use, and Payment of CDBG Funds.

The total amount of CDBG funds to be paid by the Department to the Subrecipient for allowable expenses incurred will not exceed **Four Hundred Thirty-Five Thousand Dollars (\$435,000)**.

The *Nebraska Community Development Block Grant Program Administration Manual* ("Administration Manual") describes many restrictions governing the receipt of CDBG funds from the Department. Included among those restrictions are limitations on the amount of CDBG funds the Subrecipient is allowed to use for administration expenses. Only **Twenty-Five Thousand Dollars (\$25,000)** of CDBG funds may be used for approved administrative and audit expenses.

The CDBG funds granted to the Subrecipient must be used to fund the Project as detailed in the Application. The Project generally involves Commercial Rehabilitation in a blighted area of downtown for York, Nebraska.

Requests by the Subrecipient for reimbursement of Project administration expenses will not be paid by the Department unless a CDBG Certified Administrator has been identified and is administering the Project at the time of each request for reimbursement of administration expenses. This requirement is applicable at all times throughout Project completion (including final Project reports).

To request payment of allowable expenses, the Subrecipient must submit a request for payment in the manner and form prescribed by the Department to the Housing and

Community Development Division, Department of Economic Development, 301 Centennial Mall South, P.O. Box 94666, Lincoln, Nebraska 68509-4666.

§1.02 Time of Performance.

The time of performance for this agreement shall commence on October 26, 2021 and terminate on April 25, 2024. All of the required activities and services, except for submission of final reports, administration, and audit, must be completed by or before this date. The provisions of this agreement that survive the termination date are specified in Part IV.

§1.03 National Objective Compliance—Failure Requiring Repayment by Subrecipient.

Failing to fulfill a national objective will result in the disallowance of CDBG funding for the Project, and CDBG regulations require the Subrecipient to repay all CDBG funds to the Department.

§1.04 Incorporation of RECITALS.

All provisions of the RECITALS are incorporated as agreed provisions of this agreement.

PART II: SPECIAL CONDITIONS FOR RELEASE OF FUNDS.

Funding of the amount stipulated in §1.01 will not be released until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than January 26, 2022. The Department reserves the right to cancel the agreement if these special conditions are not met by this date.

§2.01 Subrecipient Information Sheet.

The Subrecipient must submit a completed Program Subrecipient Information Sheet to the Department as prescribed.

§2.02 Environmental Review.

The Subrecipient must submit documentation to the Department evidencing the completion of its responsibilities for environmental review and decision making pertaining to the Project and its compliance with the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 C.F.R. Part 58, which further the purposes of NEPA.

The Subrecipient agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the

Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Subrecipient shall not allow any subrecipient to assume the Subrecipient's Environmental Review responsibilities.

§2.03 Authorization to Request Funds Form.

The Subrecipient must complete and return an Authorization to Request Funds form as prescribed by the Department.

§2.04 Financial Management.

The Subrecipient must submit documentation evidencing completion of all financial management system requirements and execution of the financial management certification form prescribed by the Department.

§2.05 Procurement Standards.

The Subrecipient must submit documentation to the Department evidencing adoption of appropriate procurement standards in compliance with provisions of federal law including, but not limited to, 24 C.F.R. Part 85, 24 C.F.R. §570.489, and 2 C.F.R. §§200.318 through 200.326 (with emphasis on the provisions in 2 C.F.R. §200.322 regarding procurement of recovered materials). Such procurement standards must include written standards of conduct covering conflicts of interest and governing the actions of the Subrecipient's employees engaged in the selection, award, and administration of agreements.

These standards do not relieve the Subrecipient of any contractual responsibilities under its agreements. The Subrecipient is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

§2.06 Excessive Force Certification.

The Subrecipient must provide documentation that it has adopted a policy to prohibit the use of excessive force by local law enforcement agencies against any individual engaged in nonviolent civil rights demonstrations.

§2.07 Fair Housing.

The Subrecipient must submit documentation identifying its fair housing representative, and it must include the representative's name and contact information. The Subrecipient must submit a description of the actions it will take during the course of the Project to fulfill any requirements to affirmatively further fair housing and must also submit documentation demonstrating the actions that were actually taken, including the details of such actions (e.g. when the actions occurred, who participated, who benefitted, etc.). The requirement

to submit documentation demonstrating the actions that were actually taken need not be submitted within the time frame for completion of the special conditions, but such documentation must be submitted prior to closeout of the grant. The Department's Administration Manual contains additional detail about affirmatively furthering fair housing.

§2.08 [RESERVED].

§2.09 CDBG Certified Administrator Required.

The Subrecipient must submit documentation identifying the CDBG Certified Administrator that will be used for the Project. The Department's Administration Manual contains details about the certification process. Reimbursement of Project expenses will not be paid by the Department unless a CDBG Certified Administrator is identified and administering the Project at the time of the request for reimbursement.

§2.10 Limited English Proficiency.

The Subrecipient must submit documentation evidencing completion of its responsibilities to ensuring meaningful access to the Project activities and services for persons with Limited English Proficiency ("LEP") as required by Title VI of the Civil Rights Act of 1964; Executive Order 13166; and HUD's final "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons", which was published in the Federal Register on January 22, 2007 and which became effective on March 7, 2007 ("HUD LEP Guidance").

Such documentation must include all of the following: (1) information identifying the LEP representative for the Subrecipient, including the representative's name and contact information; (2) a Four Factor Analysis that is consistent with the HUD LEP Guidance; and (3) a description of the actions the Subrecipient will take during the course of the Project to fulfill the requirements to provide meaningful access to LEP persons. If deemed necessary as a result of the Four Factor analysis, the Subrecipient will also prepare and submit to the Department a Language Access Plan ("LAP") that includes all elements of an effective LAP as defined by HUD.

The Subrecipient must also submit documentation demonstrating LEP services provided and keep records of all requests for LEP services and all LEP services actually provided. The requirement to submit documentation demonstrating the LEP services provided need not be submitted within the time frame for completion of the special conditions, but such documentation must be submitted prior to closeout of the grant.

§2.11 Other Special Conditions.

Program Guidelines (“Guidelines”) for the use of a Façade Improvement Program in relation to Commercial Rehabilitation activities associated with the Project must be submitted and approved by the Department, and then adopted by City Council Resolution or other comparable means of approval by the local government.

PART III: SOURCES AND USES OF FUNDS.

§3.01 Sources and Uses of Funds.

SOURCES→	CDBG	OTHER	TOTAL
USES (Activities)↓			
17C Commercial Rehabilitation	\$400,000	\$100,000	\$500,000
17c Construction Management	\$10,000	\$0	\$10,000
21A General Administration	\$25,000	\$0	\$25,000
TOTAL	\$435,000	\$100,000	\$535,000

The Sources and Uses of Funds table above reflects:

- The anticipated total costs of the CDBG-assisted Project.
- The CDBG-assisted activities being funded.
- The sources and amounts of other matching funds required for each activity.
- The maximum authorized CDBG funds for each CDBG-assisted activity.
- The ratio (derived by computation, not expressly shown) of CDBG funds to other matching funds for each CDBG-assisted activity that is a further limitation upon the maximum authorized CDBG funds which may be paid for each activity. The ratio is invoked as a limitation if the actual total costs of the activity are less than anticipated.

[An example illustrates this point: If the anticipated cost of an activity, such as the acquisition of equipment, was \$100,000—with \$40,000 to be from CDBG funds and \$60,000 to be from the benefited business—but the actual cost of the equipment turned out to be \$90,000, then the 40% ratio limits CDBG funding to \$36,000 rather than the \$40,000 originally anticipated.]

- The proportionality (derived by computation, not expressly shown) of funding from all funding sources for each activity and for the Project in total. Disbursement of CDBG funds will be made only on a pro rata basis with all other funding sources for each activity and for the Project in total. CDBG funds will not be the first funds invested in the Project, but rather CDBG funds will flow into the Project in proportion to all other funding sources.

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Program Income.

Program income is regulated by the provisions of 24 C.F.R. §570.489(e). The exact text of this regulation should be consulted for definitions and other guidance concerning program income.

Program income generally means any gross income received by the Subrecipient or a subrecipient of the Subrecipient that was generated from the use of CDBG funds; however, some exceptions are detailed in 24 C.F.R. §570.489(e)(2). Program income includes, but is not limited to, the following:

- payments of principal and interest on loans made using CDBG funds;
- proceeds from the disposition (by sale or long-term lease) of real property purchased or improved with CDBG funds;
- proceeds from the disposition of equipment purchased with CDBG funds;
- interest earned on program income pending its disposition;
- interest earned on CDBG funds held in a revolving loan fund's cash balance interest-bearing account.

All program income received prior to the completion of the approved grant activities must be applied to those activities prior to requesting additional CDBG funds from the Department. In other words, the Subrecipient's pool of program income must be the "first out" and must be fully depleted before it may request "new" CDBG funds from the Department.

The Subrecipient agrees to treat all received and/or retained program income as additional CDBG funds subject to all requirements applicable to the CDBG Program. Additionally, the Subrecipient agrees to submit regularly occurring reports to the Department regarding program income and agrees, upon the Department's request, to maintain a contractual relationship with the Department for the duration of the time period in which the Subrecipient maintains program income.

§4.02 Matching Requirements.

The Subrecipient agrees to provide matching and other leveraged funds for each approved activity in the amounts, ratios, and proportions set forth in Part III. Matching and other leveraged funds must be expended during the grant period.

With each request for CDBG funds, the Subrecipient is required to certify the amount of matching funds applied to the Project. Project costs are to be paid from grant and matching funds as specified in Part III. The Subrecipient will be responsible for costs that exceed the total Project costs.

§4.03 Legal Authority and Acceptance of Environmental Review Responsibility.

By signing this agreement, the Subrecipient certifies that it possesses the legal authority to accept CDBG funds and to carry out the Project described in this agreement and that the Subrecipient's chief elected official:

- (a) Consents to assume the status of responsible federal official and the responsibilities for environmental review and decision making under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law as specified in 24 C.F.R. Part 58 which further the purposes of NEPA; and
- (b) Is authorized and consents, on behalf of the Subrecipient, to accept the jurisdiction of the federal courts for the purpose of enforcement of their responsibilities as such responsible federal official.

§4.04 Designation of Officials to Execute Agreement and Amendments.

The Director of the Department or their designee is the official authorized individual to execute this agreement and any amendments to this agreement on behalf of the Department.

The Chief Elected Official of the Subrecipient or their designee is the official authorized individual to execute this agreement and any amendments to this agreement on behalf of the Subrecipient.

Either party may request amendments to this agreement; however, amendments will not take effect until mutually agreed to in writing by both parties.

§4.05 Subrecipient Compliance with CDBG Regulations and Uniform Administrative Requirements.

The Subrecipient must comply with all applicable CDBG Regulations in 24 C.F.R. Part 570. The Subrecipient must also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in this agreement and in 2 C.F.R. Part 200 (which have been adopted by HUD through 2 C.F.R. Part 2400) or any reasonably equivalent procedures and requirements that the Department may prescribe.

In particular, the Subrecipient agrees to establish internal controls in order to have reasonable assurance that the Subrecipient is carrying out the Project in compliance with federal statutes, regulations, and the terms and conditions of this agreement, as required by 2 C.F.R. §200.303. The Subrecipient also agrees to comply with provisions regarding the protection of personally identifiable information, as required by 2 C.F.R. §200.303 and 2 C.F.R. §200.512.

§4.06 Record Keeping.

The Subrecipient agrees to keep the following records: (1) records as specified in 24 C.F.R. §570.506 *Records to be Maintained*; (2) adequate documentation to support costs charged to the CDBG Program; (3) records detailing procurement procedures followed by Subrecipient; (4) records that include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the Project, as required by 24 C.F.R. §570.490 for fair housing and equal opportunity purposes; and (5) any other records as the Department may reasonably require. The Subrecipient agrees to keep such records so the Department can perform a 24 C.F.R. §570.492 *State's review and audits*.

All records pertinent to this grant and work undertaken as part of the Project must be retained by the Subrecipient for the period required by 2 C.F.R. §200.333 (as interpreted by HUD and applied to the CDBG Program through 24 C.F.R. §570.490). The Subrecipient also agrees to comply with the methods for collection, transmission, and storage of information as described in 2 C.F.R. §200.335.

The Department and any duly authorized official of the state and federal government will have full access to and the right to examine, audit, excerpt, and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this agreement. The Subrecipient agrees to transfer records pertinent to this grant and work undertaken as part of the Project to the Department upon request.

§4.07 Reports.

The Subrecipient must submit timely reports to the Department, in such form as it may prescribe, pertaining to the activities undertaken as a result of this agreement. The Subrecipient will also be required to submit a final performance and financial report, in such form as the Department may prescribe, at grant closeout.

Additionally, prior to closeout, the Subrecipient must submit documentation demonstrating the actions or services that were taken during the course of the grant by the Subrecipient to affirmatively further fair housing, as required in §2.07, and ensure meaningful access to the Project activities for LEP persons, as required in §2.10.

Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

§4.08 Cost Principles; Audits; Post-Closeout Adjustments and Continuing Responsibilities.

The Subrecipient is responsible for the efficient and effective administration of the CDBG funds provided to it under this agreement. The Subrecipient agrees to administer the CDBG funds in a manner consistent with this agreement, HUD's administrative

requirements for the CDBG program, the provisions of the Department's Administration Manual, and all federal and state laws, regulations, and executive orders applicable to the CDBG-assisted Project.

Generally Accepted Government Auditing Standards (GAGAS) must be followed, and audits of this grant will be conducted in accordance with the Single Audit Act of 1984, as amended, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (which have been adopted by HUD through 2 C.F.R. Part 2400). The Subrecipient is required by 2 C.F.R. §200.512 to submit the required audit reporting package to the Federal Audit Clearinghouse ("FAC") within thirty (30) calendar days after receipt of the auditor's reports or nine (9) months after the end of the audit period, whichever is earlier. Audit costs are an allowable general administration cost subject to limitations established by the applicable law and the Department.

The closeout of this grant does not affect the right of the Department or any duly authorized official of the state and federal government to disallow costs and recover funds from the Subrecipient on the basis of a later audit or other review. In other words, the obligation of the Subrecipient to return any funds due as a result of an audit is not affected by closeout of this grant.

§4.09 Conflict of Interest.

The Subrecipient must comply with the conflict of interest prohibitions set forth for the CDBG program in 24 C.F.R. §570.489 and 2 C.F.R. §200.318 and in the Subrecipient's written standards of conduct covering conflicts of interest submitted to the Department as required in Part II. In the event prohibited conflicts of interest arise, the Subrecipient must inform the Department of such conflicts of interest as soon as possible. Exceptions to the prohibition may be granted by the Department on a case-by-case basis.

§4.10 Applicability to Subrecipients and Contractors.

All provisions of this agreement will be made binding on any subrecipient or contractor of the Subrecipient, and the Subrecipient will, nonetheless, remain fully obligated under the provisions of this agreement.

Any such subrecipient or contractor of the Subrecipient must be authorized to transact business in the State of Nebraska. All subrecipients and contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements, including any registration requirements pertaining to types of business entities (e.g. sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Subrecipient for its records.

Upon request of the Department, the Subrecipient must submit copies of written agreements executed between the Subrecipient and any subrecipients or contractors relating to the Project.

§4.11 Funding Source Recognition.

Prior to referring to the Project or Project activities in publications, the Subrecipient must inform the Department and, if requested, include a reference to the CDBG funding made available for the Project.

§4.12 Intellectual Property.

If the Project results in any copyrightable material or inventions, the Department and/or the State of Nebraska reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and/or authorize others to use the work or materials for governmental purposes.

§4.13 Religious Activities.

The Subrecipient agrees that CDBG funds provided under this agreement will not be used for inherently religious activities, such as worship, religious instruction, or proselytization, prohibited by 24 C.F.R. 570.200(j).

§4.14 Title, Use, and Disposition of Property/Supplies/Equipment; Insurance.

The Subrecipient agrees to comply with the provisions of 2 C.F.R. §§200.311 through 200.316 regarding the title, use, and disposition of property, supplies, and equipment.

In accordance with 2 C.F.R. §200.310, the Subrecipient agrees to, at a minimum, provide insurance coverage that is equivalent to the insurance it provides for its other property for the real property and equipment acquired or improved with CDBG funds.

§4.15 Reversion of Assets.

Consistent with the provisions at 24 CFR 570.703, the Subrecipient shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.

Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Subrecipient fail to utilize said property for its intended purpose, the Subrecipient shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

§4.16 Anti-Lobbying.

To the best of the Subrecipient's knowledge and belief: no federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

§4.17 Waivers and Assignment of Interest.

No conditions or provisions of this agreement can be waived unless approved by the Department in writing. The Subrecipient may not assign or transfer any interest in this agreement to any other party without the written consent of the Department.

§4.18 Non-Waiver of Rights.

The Department's failure to insist upon the strict performance of any provision of this agreement or to exercise any right based upon breach will not constitute a waiver of any rights under this agreement.

§4.19 Severability.

If any provision of this agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this agreement.

§4.20 Early Termination; Termination by Mutual Agreement.

The Department may terminate this agreement for any reason upon sixty (60) days written notice to the Subrecipient.

This agreement may also be terminated, in whole or in part, prior to the completion of project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the

event of mutual termination, the parties must agree on the termination conditions, including the effective date and the portion to be terminated.

The Subrecipient may not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The Department will make funds available to the Subrecipient to pay for allowable expenses incurred before the effective date of termination.

§4.21 Termination for Cause.

In the event of a default or violation of the terms of this agreement by the Subrecipient or a failure to use the grant for only those purposes set forth herein, the Department may take the following actions (which are supplemental to other default remedies specified elsewhere in this agreement):

- (a) *Suspension.* After notice to the Subrecipient, the Department may suspend the agreement and withhold any further payment or prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient or a decision to terminate.
- (b) *Termination.* The Department may terminate the agreement, in whole or in part, at any time whenever it is determined that the Subrecipient has failed to comply with the terms and conditions of the agreement. The Department will promptly notify the Subrecipient in writing of the determination to and the reasons for termination, along with the effective date. Payments made to the Subrecipient or recoveries by the Department under agreements terminated for cause will be in accordance with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this agreement up to the date of termination. The Subrecipient must return all unencumbered funds, and any costs previously paid by the Department that are subsequently determined to be unallowable through audit and closeout procedures may be recovered from present grant funds or deducted from future grants.

§4.22 Termination Due to Loss of Funds.

This agreement may terminate, in full or in part at the discretion of the Department, in the event the Department suffers a loss of funding or a termination of the federal funds which permit it to fund this grant. In the event it suffers such a loss of funding, the Department will give the Subrecipient written notice which will set forth the effective date of full or partial termination or, if a change in funding is required, setting forth the change in funding.

§4.23 State of Nebraska Non-Liability/Hold Harmless.

The Subrecipient must hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any activities or

services performed by the Subrecipient or by its officials, officers, employees, agents, or associates.

§4.24 Entire Agreement; Binding Effect; Counterparts.

This instrument and any attachments, the approved Application, and those items incorporated by reference contain the entire agreement between the parties. Any statements, inducements, or promises not contained therein will not be binding upon the parties.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement or any amendment to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

§4.25 Governing Law.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

§4.26 Verification of Work Eligibility Status for New Employees.

The Subrecipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this agreement. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Subrecipient in performing this agreement. The Subrecipient will be responsible to the Department for enforcing this requirement with its subcontractors.

A failure by the Subrecipient to adhere to these requirements is a violation of the statutory requirements of Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach

of this agreement which could result in the Department declaring the Subrecipient to be in default on the agreement.

§4.27 Debarment, Suspension, and Ineligibility; Universal Numbering System and Registration Requirements.

By executing this agreement, the Subrecipient certifies, represents, and warrants that the Subrecipient and all subrecipients or contractors to be used by the Subrecipient in performing this agreement are not debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by HUD or any other federal agency under the provisions of Executive Order 12549 “Debarment and Suspension” and any applicable government debarment and suspension regulations. The Subrecipient agrees to immediately notify the Department if it or any of its subrecipients or contractors become sanctioned or debarred. The Subrecipient acknowledges that suspension or debarment and/or use by the Subrecipient of suspended or debarred subrecipients or contractors is cause for termination of this agreement.

The Subrecipient agrees to comply with all requirements established by the Office of Management and Budget (“OMB”) concerning participation in the Dun and Bradstreet Data Universal Numbering System (“DUNS”), registration with the Federal System for Awards Management (“SAM”), and maintenance of such participation and registration.

§4.28 Mandatory Disclosures.

As required by 2 C.F.R. §200.113, Subrecipient must immediately disclose to the Department, HUD, and/or other appropriate authorities (with a copy to the Department) all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the use of CDBG funds provided under this agreement.

§4.29 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the agreement due to a natural disaster or other similar event outside the control of and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The Department may grant relief from performance of the agreement if the Subrecipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Subrecipient. To obtain release based on a Force Majeure Event, the Subrecipient shall file a written request for such relief with the Department.

Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the agreement.

§4.30 Drug Free Workplace.

The Subrecipient agrees to maintain a drug free workplace environment to ensure worker safety and workplace integrity and agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

§4.31 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this agreement, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§4.32 Survival.

The terms of this agreement regarding national objective compliance, program income, use of funds, matching requirements, record keeping, audits, reports, and notice (and other terms that by their nature should survive the termination or expiration of this agreement) shall survive expiration or termination of this agreement.

§4.33 Verification of Lawful Presence for Public Benefits Eligibility.

The Department of Economic Development is prohibited by state law (Neb. Rev. Stat. §4-108) from providing public benefits to a person not lawfully present in the United States. Public benefits are statutorily defined broadly (see Neb. Rev Stat. §4-109); however, some exemptions from the verification of lawful presence requirement are set forth in Neb. Rev Stat. §4-110. For the purposes of this agreement, the Department has determined that, in the performance of its contractual duties, the Subrecipient is providing public benefits to individuals or households under the statutory definition of public benefits.

Consequently, pursuant to this agreement and Neb. Rev. Stat. §§4-108 through 4-114, the Subrecipient shall have each applicant for public benefits under this agreement complete the United States Citizenship Attestation Form attached to this agreement and available on the State of Nebraska Department of Administrative Services website at www.das.state.ne.us. The Attestation Form serves as the applicant's attestation that he or she is a U.S. citizen or a qualified alien under the federal Immigration and Nationality Act (8 U.S.C. 1101 et seq.). If the applicant attests they are a qualified alien, the Subrecipient shall verify the applicant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

The Subrecipient must:

1. retain the attestation form and any additional verification documentation required because the applicant attested they were a qualified alien;
2. provide such attestation form and other documentation (or copies thereof) to the Department upon request;
3. maintain aggregate records for the duration of the agreement showing: (a) the number of applicants for public benefits under this agreement and (b) the number of applicants rejected pursuant to the lawful presence requirement; and
4. provide a summary report to the Department no later than December 31st each calendar year reflecting data for such calendar year (or portion of such year when there is not a full calendar year of activity under this agreement) so that the Department can fulfill its annual reporting obligation to the Nebraska Legislature concerning these "lawful presence" requirements.

PART V: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

The Subrecipient agrees to comply with the administrative requirements for the CDBG program established by the Department and HUD, with the provisions of the Department's Administration Manual, and with all federal and state laws, regulations, and executive orders applicable to the CDBG-assisted Project, as now in effect and as such law may be amended, during the term of this agreement including, but not limited to:

- Housing and Community Development Act of 1974, as amended ("HCDA").
- 24 C.F.R. Part 570.
- National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Part 58.
- Clean Air Act and Federal Water Pollution Control Act, as amended.
- Federal Restrictions on the use of the power of eminent domain.
- The Davis-Bacon Act (and related requirements).
- Contract Work Hours and Safety Standards Act (and related requirements).
- Copeland "Anti-Kickback" Act (and related requirements).
- Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act, and regulations at 24 C.F.R. Part 35.
- Section 3 of the Housing and Urban Development Act of 1968; and 24 C.F.R. Part 135.
- The Architectural Barriers Act of 1968 and the Americans with Disabilities Act.
- The requirement in the HCDA to affirmatively further fair housing.
- 2 C.F.R. Part 200, The Federal Funding Accountability and Transparency Act, and related federal requirements.

- Byrd Anti-Lobbying Amendment (and related acts and requirements).
- The Equal Employment Opportunity Act; The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002); The Immigration Reform and Control Act of 1986; and The Americans with Disabilities Act of 1990; the Nebraska Fair Employment Practices Act; and related acts and requirements.
- Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act); the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; The Housing for Older Persons Act of 1995; and related acts and requirements.
- Nebraska Uniform Energy Efficiency Standards, §§81-1608 to 81-1626.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

<p>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</p> <p>By: _____ (Director or Designee)</p> <p>_____ (Typed or Printed Name/Title)</p> <p>_____ (Date)</p>	<p>SUBRECIPIENT → City of York, Nebraska</p> <p>By: _____ (Authorized Official)</p> <p>_____ (Typed or Printed Name/Title)</p> <p>_____ (Date)</p>
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United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows:

_____,
and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate, and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME

(First, Middle, Last)

SIGNATURE

DATE

November 2, 2021

Barry Redfern, Mayor
City of York
100 E. 4th Street
York, NE 68467

RE: Community Development Block Grant (CDBG) Application: Downtown Revitalization Opportunity Notice of Approval/Subrecipient Agreement Transmittal: City of York / 21DTR014

[Federal Agency: United States Department of Housing and Urban Development/ AL#: 14.228] / Assistance Listings (i.e. "AL" – formerly CFDA)

[AL Title: Community Development Block Grant (CDBG)] City of York DUNS # 040916173

[Grant#: B-15-DC-31-0001 (2015 Federal Fiscal Year)], [Grant#: B-16-DC-31-0001 (2016 Federal Fiscal Year)],

[Grant#: B-17-DC-31-0001 (2017 Federal Fiscal Year)], [Grant#: B-18-DC-31-0001 (2018 Federal Fiscal Year)],

[Grant#: B-19-DC-31-0001 (2019 Federal Fiscal Year)], [Grant#: B-20-DC-31-0001 (2020 Federal Fiscal Year)],

[Grant#: B-21-DC-31-0001 (2021 Federal Fiscal Year)],

Dear Mayor Redfern:

On behalf of Anthony L. Goins, Director of the Nebraska Department of Economic Development (the Department or DED), it is a pleasure to inform you that you have been awarded a Community Development Block Grant (CDBG) grant up to the amount of \$435,500. The awarded amount will be used for Commercial Rehabilitation activities in your Downtown.

The project will fulfill the Slum and Blight National Objective through the subcategory of Area Basis. The data for proposed beneficiaries includes eight (8) businesses. The proposed activities address the contributing conditions of the 1996 slum and blight designation, redesignated in 2016. A total of 85% of the properties in the area qualify under the designation.

APPLICATION EXHIBITS REVIEWED

The application submitted included submission of exhibit documentation. The Department has reviewed all of the exhibits and is providing a response on the following exhibits:

1. Exhibit A: Public Hearing Documentation-accepted
2. Exhibit K1: Waiver of Procurement Process and Narrative-accepted Development District for general administration and construction management.
3. Exhibit O: Four Factor Analysis Assessing Limited English Proficiency-accepted.
4. Exhibit R: Preliminary Environmental Review Record Project Description-accepted.

SUBRECIPIENT AGREEMENT

The Department will email a PDF of the subrecipient agreement to the following individuals identified on the application: Chief Elected Official, Local Contact and Application Preparer. Please give careful review to the

designated national objective and proposed beneficiaries under item D. RECITALS of the subrecipient agreement. The national objective and proposed beneficiaries are reported in the semi-annual project status reports submitted to the Department and are to be maintained throughout the duration of the project.

In addition, pay particular attention to the funds table included in PART III. §3.01 Sources and Uses of Funds of the attached subrecipient agreement. The sources and uses (i.e., activities) become the approved project budget. *Once the subrecipient is executed, these items can only be changed through the subrecipient agreement amendment process.* If you have questions concerning the contract, please contact your program representative prior to signing and returning the subrecipient agreement to the Department.

SPECIAL CONDITIONS OF THE CONTRACT FOR RELEASE OF FUNDS

At this time, only a very limited number of costs may be incurred prior to receiving a Notice of Release of Funds. Only costs associated with the general administration are allowable such as contracting for administrative services or hiring staff to administer the grant. Administrative costs include those necessary for completing the special conditions identified within the subrecipient agreement. The Department may reimburse these costs if all costs are incurred in full conformity and compliance with the terms and conditions of the Subrecipient Agreement, Code of Federal Regulations 2 CFR Part 200, and all applicable federal and state laws, regulations and requirements. All contracts executed by the subrecipient (local unit of government) must be for services to undertake approved administrative activities and conform to procurement procedures outlined in 2 CFR 200.317.

To assist you in satisfying the special conditions of the subrecipient agreement, all forms, instructions, and the CDBG Administration Manual are available on our website: <https://opportunity.nebraska.gov/CDBG> and/or within the Department's grant management system, AmpliFund. All special condition items will be submitted within AmpliFund.

Prior to implementation of the funded project, it is necessary to satisfy the Special Conditions for Release of Funds. Included under Special Conditions is the completion of an environmental review record; instructions for completing the Environmental Review can be found on the Department's website. To complete the environmental review for your project activities, submit the Determination of Level of Review Form, and all other applicable forms and source documentation, which serve as the Environmental Review Record (ERR). The appropriate parties, including the Responsible Entity Certifying Officer (i.e., the Chief-Elected Official) and the Preparer, must date and sign all necessary forms. See Chapter 6 of the CDBG Administrative Manual for more information.

Do not proceed with your project. CDBG requirements cover a number of start-up activities, such as procurement, acquisition, and construction standards. Under no circumstances will you be reimbursed for non-administrative costs incurred prior to receiving the Notice of Release of Funds and Environmental Clearance.

In the event you withdraw from this award prior to receiving a written Notice of Release of Funds Letter, the Department reserves the right to determine the amount of funds that may require reimbursement to your community or that require recapture from the community for any incurred eligible administrative costs.

If you have any questions regarding this information contact your Program Representative, Steve Charleston at 402.471.3757 or by email at steve.charleston@nebraska.gov. The principal contact for all grant related matters is your Program Representative.

We congratulate the community on successfully obtaining CDBG funds. We look forward to actively working with you in carrying out your CDBG project.

Sincerely,

Steve Charleston
CDBG Program Manager
Nebraska Department of Economic Development

cc (email): Jean Thiele, Clerk
Tom Bliss, SENEDD
@DED→ Federal Aid Administrator; file(s)

The actual federal grant number serving as the source of funding for this CDBG award will be dependent upon whether funding from previous grant years is available for distribution. As an example, if the Department continues to have funding available from prior federal fiscal years 2015 thru 2020, it may be distributed prior to the Department distributing funding from 2021.

Individuals who are hearing and/or speech impaired and have a TTY, may contact the Department through the Statewide Relay System by calling (711) INSTATE (800) 833-7352 (TTY) or (800) 833-0920 (voice). The relay operator should be asked to call DED at (800) 426-6505 or (402) 471-3111. Additional information is at the Nebraska Relay website <http://www.nebraskarelay.com/>. Nebraska Relay offers Spanish relay service for our Spanish-speaking customers. Spanish-to-Spanish (711) or 1-888-272-5528/ Spanish-to-English (711) or 1-877-564-3503. Nebraska le ofrece el servicio de relevo a nuestros clientes en español. Los consumidores de TTY pueden escribir por máquina en español y las conversaciones serán retransmitidas en español y inglés.

From: Charley Campbell <campbell@windstream.net>

Sent: Wednesday, November 3, 2021 4:33 PM

To: Sue Crawford <scrawford@cityofyork.net>

Subject: RE: York CDBG 21DTR014 Notice of Approval and Subrecipient Agreement

Sue,

I reviewed the agreement and it appears appropriate as to form. It contains numerous reporting requirements that are placed on the City that I assume you are comfortable with. Let me know if you have any particular questions or concerns about the agreement.

Charley