

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, July 7, 2022
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. Notice of this meeting was published in the York News Times on June 30, 2022
3. Pledge of Allegiance
4. Roll Call
5. Minutes of June 28, 2022 meeting
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing & Office Supply in the amount of \$1,891.83
7. Claims for the period of June 17, 2022 thru July 7, 2022
8. City Administrator Report
9. Miles and Katie Berg to address Council regarding pool codes and lack of requiring a fence
10. Consider approval of a special designated license application filed by Grand Central Foods, Inc. for the York County Fair, 2400 N. Nebraska Ave. on August 4, 2022
11. Consider approval of a special designated license application filed by JWs Catering for Customer Appreciation at Truck Center Co., 4814 S. Lincoln Ave. on July 29, 2022
12. Consider approval of 2025 delivery for ambulance for the Fire Department.
13. Consider approval of a bid from Pieper's Inc. for the Lead Service Line Replacement in the amount of \$269,535.00

14. Consider approval of a bid from Blue Valley Door Co., Inc. for the Airport Hanger Door in the amount of \$64,797.00
15. Ordinance No. 2328 - Approve sale of real estate in Mansfield Subdivision to Brandon Skelton described as Lots 1 and 2, Block 1, Mansfield Subdivision, City of York.
 - 15.1. Suspend the rules on Ordinance No. 2328
 - 15.2. Passage of Ordinance No. 2328
16. Ordinance No. 2329 - Approve sale of real estate in Cyber 2nd Subdivision to WyAd Enterprises, LLC described as Lot 2, Cyber 2nd Subdivision, City of York, Nebraska
 - 16.1. Suspend the rules on Ordinance No. 2329
 - 16.2. Passage of Ordinance No. 2329
17. Ordinance No. 2330 - Approve sale of real estate in Cyber Subdivision to Sukup Manufacturing Co. described as the North 10 acres of Parcel 930203430 Lot 2, Cyber Subdivision, City of York.
 - 17.1. Suspend the rules on Ordinance No. 2330
 - 17.2. Passage of Ordinance No. 2330
18. Adjournment

0099 LEGALS 0099 LEGALS 0099 LEGALS 0099 LEGALS 0099 LEGALS 0099 LEGALS 0099 LEGALS 0099 LEGALS

0099 LEGALS
ANGIE MURPHY & CAMPBELL, P.C. L.L.O.
ATTORNEYS AT LAW
NOTICE
IN THE COUNTY COURT OF YORK COUNTY, NEBRASKA

0099 LEGALS
NOTICE OF INFORMAL PROBATE, INFORMAL APPOINTMENT OF CO-PERSONAL REPRESENTATIVES AND NOTICE TO CREDITORS
Estate of Melvin G. Prasticka, Deceased
Estate No. PR21-28

0099 LEGALS
NOTICE OF MEETING
Notice is hereby given that a meeting of the City Council of the City of York, Nebraska, will be held on Thursday, July 7, 2022 at 7:00 p.m.

0099 LEGALS
VILLAGE OF BENEDICT
Notice is hereby given that a hearing will be held on July 11, 2022 at the conclusion of the Parent Room at Central Public School.

0099 LEGALS
MCCOOL JUNCTION DEVELOPMENT CORPORATION
NOTICE OF REGULAR MEETING
Notice is hereby given that a Regular Board Meeting of the McCool Junction, NE, will be held on Monday, July 11th, 2022 at 7:00 p.m.

0099 LEGALS
NOTICE OF PUBLIC MEETING
The July meeting of the City Council of the City of York, Nebraska, will be held on Thursday, July 14th, 2022 at 6:00 p.m.

0099 LEGALS
NOTICE TO CONTRACTORS
CALL ORDER: 400 CONTRACT ID: 42044 FEDERAL PROJECT NO. STP-S83A(107) LOCATION: S83A HENDERSON SPUR IN COUNTY, YORK

0099 LEGALS
SPECIAL HEARING
Notice is hereby given that a hearing will be held on July 11, 2022 at the conclusion of the Parent Room at Central Public School.

0099 LEGALS
NOTICE
McCool Junction Public Schools Board Meeting
Notice is hereby given that the regular meeting of York County School District #83, McCool Junction Public Schools, will be held on Monday, July 11th, 2022 at 7:00 p.m.

0099 LEGALS
NOTICE OF MEETING
Notice is hereby given that a meeting of the Education of Central Public School, District #74, will be held on the 11th day of July 2022 at 6:00 p.m.

0099 LEGALS
NOTICE TO CONTRACTORS
CALL ORDER: 400 CONTRACT ID: 42044 FEDERAL PROJECT NO. STP-S83A(107) LOCATION: S83A HENDERSON SPUR IN COUNTY, YORK

0099 LEGALS
SPECIAL HEARING
Notice is hereby given that a hearing will be held on July 11, 2022 at the conclusion of the Parent Room at Central Public School.

OMAHA

Blair man pleads guilty to threatening to kill wildlife officer

By Kevin Cole
OMAHA WORLD-HERALD
OMAHA — A Blair man has pleaded guilty to threatening to kill a federal wildlife officer. Cody Cape, 23, also pleaded guilty Tuesday in U.S. District Court to brandishing a firearm during a crime of violence.

When Cape didn't see the officer's truck, he told the man to drive them back to Blair and began explaining ways he planned to kill the officer, claiming he could use explosives to kill the officer and his family.

When Cape didn't see the officer's truck, he told the man to drive them back to Blair and began explaining ways he planned to kill the officer, claiming he could use explosives to kill the officer and his family.

Blair police arrested Cape on suspicion of false imprisonment and use of a deadly weapon to commit a felony. Those charges later were dismissed and the federal charges were filed.

OMAHA

Bai set at \$500,000 for Omaha man charged with motor vehicle homicide

Omaha World-Herald
OMAHA — An Omaha man charged with felony motor vehicle homicide was ordered held on \$500,000 bail Wednesday during a hearing in Douglas County Court.

driving collided with a Nissan Sentra near Rose Blumkin Drive and Dodge Street. The driver of the Nissan, Gina McKenna, 44, of Omaha, was killed.

At 9 p.m. Sunday His car collided with McKenna's southbound vehicle, forcing it into the southbound lane on the south side of Dodge Street.

Blair police arrested Cape on suspicion of false imprisonment and use of a deadly weapon to commit a felony. Those charges later were dismissed and the federal charges were filed.

MUTI CONTINUED FROM PAGE 2A

concert performances of "Un Ballo in Maschera (A Masked Ball)" at Orchestra Hall through Tuesday, the culmination of a Verdi project that included the Requiem, "Otello," "Macbeth," "Falstaff" and "Aida."

from traditional habits. Jay Friedman, the 83-year-old principal trombone, credits Muti's attention to dynamics.

Ricardo Muti drew seldom-heard unheard colors, intonation and tension. Bartolome Luca Salsi, a menacing Renato, arrived in Chicago on Sunday for four days of rehearsals after singing the role last month at Milan's Teatro alla Scala.

"In many theaters in this country and abroad, for the story of politically correct they change the phrase," he told the orchestra. "We should not change so that the next generations must know the abomination that has been done for centuries. If you don't change, you don't solve the problem."

REGULAR MEETING
CITY COUNCIL – YORK, NEBRASKA
June 28, 2022
5:00 PM 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 5:00 o'clock p.m. at the Council Chambers.

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

Barry Redfern, Mayor: Present. Sheila Hubbard: Present, Christi Lones: Present, Tony North: Present, Jeff Pieper: Absent, Jennifer Sheppard: Present, Scott Van Esch: Present, Matt Wagner: Absent, Jerry Wilkinson: Present.

Minutes

Motion to approve the minutes from the June 16, 2022 meeting. Ayes with a motion by Christi Lones and a second by Sheila Hubbard.

Jeff Pieper: Absent, Matt Wagner: Absent, Sheila Hubbard: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Tony North: Yea, Jerry Wilkinson: Yea

Public Hearing for Jobs for America's Graduates (JAG) Nebraska.

The Mayor announced that this was the time and place set for a public hearing concerning an application to the Nebraska Department of Economic Development for a Community Development Block Grant in the amount of \$105,000 for Jobs for America's Graduates (JAG) Nebraska. The Mayor invited anyone interested to come forward to speak regarding the subject. Shauna Paolini, Jobs for America's Graduates (JAG) Nebraska Director at United Way was the first to speak. She gave information about how the program is set-up and runs through the school, how students are selected to participate in the program, how the program is funded, and the impact it can have on the students and businesses within the City of York. Mitch Bartholomew, Superintendent for York Public Schools, was the second presenter. He spoke about the history of the program within the school for the last few years and the benefits he has seen for the students who have been able to participate. Jason Heitz, Principal of York High School, shared how a student can only learn so much through the classroom setting and how this program gives a student the ability to apply skills learned in the classroom to real world experiences. He also stated that students do earn credit for being enrolled in the JAG program. Lisa Hurley, Executive Director of the York County Development Corporation, addressed the Council. She thanked them for wanting to participate in helping the school. She stated that all of this is a combined effort to keep the City growing and moving forward. The Council asked follow-up questions to all who spoke. Being no further discussion, the Mayor closed the public hearing at 5:22 o'clock p.m.

Resolution for CDBG Funds

Motion to approve the Resolution authorizing the Chief Elected Official to sign an application for the CDBG Funds. Ayes with a motion by Jerry Wilkinson and a second by Tony North.

Jeff Pieper: Absent, Matt Wagner: Absent, Sheila Hubbard: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Tony North: Yea, Jerry Wilkinson: Yea

Special Designated License – Knights of Columbus at York County Fair

Matt Lief, of the Knights of Columbus, gave an explanation for the special designated license request. He shared the events and dates that the license would be utilized during the York County Fair.

Motion to approve the special designated license filed by the Knights of Columbus for the York County Fair for August 4, 5 and 6, 2022. Ayes with a motion by Sheila Hubbard and a second by Jennifer Sheppard.

Jeff Pieper: Absent, Matt Wagner: Absent, Sheila Hubbard: Yea, Christi Lones: Yea, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Tony North: Yea, Jerry Wilkinson: Yea

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 5:24 o'clock p.m.

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00001	CITY OF YORK - WATER DEPT	1	15,460.63	N		
01-00010	GALE	7	453.58	N		
01-00090	THE HOME DEPOT PRO	2	1,563.40	N		
01-00110	MATHESON TRI-GAS	3	277.00	N		
01-00120	JACKSON SERVICES INC	13	712.47	N		
01-00150	MISSIONSQUARE RETIREMENT	2	555.37	N		
01-00200	NEBRASKA MACHINERY CO	3	3,892.63	N		
01-00210	EAKES OFFICE PLUS	3	2,241.84	N		
01-00290	NORTH PRINTING & OFFICE S	12	1,891.83	N		
01-00300	BLACK HILLS ENERGY	12	2,087.03	N		
01-00360	CITY OF YORK	4	30,466.94	N		
01-00490	JOHN DEERE FINANCIAL FSB	1	1,418.96	N		
01-00540	GLOBAL TECH, INC.	5	9,137.23	N		
01-00570	GENERAL FIRE & SAFETY	3	405.11	N		
01-00621	MURPHEY ELECTRIC LLC	1	77.07	Y		
01-00640	NEBRASKA PUBLIC POWER DIS	2	6,879.78	N		
01-00680	NE DEPT. OF AERONAUTICS	1	543.33	N		
01-00710	OVERLAND SAND & GRAVEL	9	5,623.13	N		
01-00780	PRESTO X COMPANY	5	274.98	N		
01-00800	BURST, LLC	52	2,018.06	N		
01-00871	WALLINGFORD SIGN CO, INC.	1	2,136.15	N		
01-00960	GRAINGER	2	1,302.72	N		
01-01090	BAKER & TAYLOR, INC	7	2,606.35	N		
01-01290	GRAND CENTRAL FOODS, INC.	19	773.73	N		
01-01350	PROTEX CENTRAL INC.	1	721.65	N		
01-01390	AFLAC	4	698.16	N		
01-01420	NE CHILD SUPPORT PAYMENT	1	275.78	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01460	PERENNIAL POWER	1	11,267.18	N		
01-01470	SERVI-TECH LABORATORIES	2	140.30	N		
01-01490	NE DEPT OF REVENUE	2	9,450.64	N		
01-01610	OVERHEAD DOOR	1	2,076.50	N		
01-01640	INTERNAL REVENUE SERVICE	6	58,214.70	N		
01-01650	UNION BANK	6	28,177.66	N		
01-01670	FRATERNAL ORDER OF POLICE	2	720.00	N		
01-01750	NEBRASKA PUBLIC HEALTH EN	1	202.00	N		
01-01841	CORNERSTONE BANKTRUST	1	29,445.88	N		
01-01940	SARGENT DRILLING	1	3,713.00	N		
01-02010	YORK EQUIPMENT, INC.	1	29.26	N		
01-02040	YORK NEWS-TIMES	2	459.98	N		
01-02060	NE DEPT OF ENVIRONMENT &	1	260.00	N		
01-02210	KING'S GLASS	2	565.91	N		
01-02230	MCCORMICK HEATING & AC	7	55,068.72	N		
01-02250	MILLER SEED & SUPPLY CO	5	301.03	N		
01-02530	PEPSI COLA OF LINCOLN/ TO	3	1,538.75	N		
01-02560	CITYSERVICEVALCON LLC	2	51,164.11	N		
01-02590	ADOPT A PET	1	2,500.00	N		
01-02650	O'REILLY AUTO PARTS	4	209.98	N		
01-0268	KENNETH EKELEK	1	180.00	N		
01-02810	YORK STATE BANK	1	48,449.98	N		
01-03240	YORK COUNTY DEVELOPMENT C	1	7,500.00	N		
01-03260	HOMETOWN LEASING	2	132.02	N		
01-03270	SMOKE EATER PUBLICATIONS	1	20.00	N		
01-0357	BRETT SORENSEN	1	64.84	N		
01-03590	PENNER'S TIRE & AUTO	4	1,509.50	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-03930	YORK CHAMBER OF COMMERCE	1	2,083.34	N			
01-04050	GALLS INCORPORATED	2	244.01	N			
01-04190	YORK ANIMAL CLINIC	1	144.25	N			
01-04600	UNITED STATES POSTAL SERV	1	6,000.00	N			
01-05310	SAPP BROTHERS PETROLEUM,	5	18,158.49	N			
01-05400	YORK BOOT NREPAIR	1	100.00	Y			
01-06490	CROSSROADS AWARDS	1	75.00	Y			
01-06510	YORK COUNTY TITLE	1	685.50	N			
01-06630	FASTENAL	1	33.58	N			
01-06970	NISSEN ELETRIC	1	1,923.15	Y			
01-07860	CONNER ROOFING CO., INC	2	800.00	N			
01-08000	NEVCO SCOREBOARD CO	1	655.19	N			
01-08720	SCHLEGELMILCH PLEB & WELL	1	233.80	Y			
01-08950	PIZZA HUT	2	974.88	N			
01-09090	WINDSTREAM	4	855.57	N			
01-09110	HY-TEC AUTO SERVICE	4	2,379.42	N			
01-09500	KNOX COMPANY	1	3,310.00	N			
01-1	MISCELLANEOUS VENDOR	6	567.50	N			
01-10710	YORK COUNTY SPORTS AUTHOR	1	1,000.00	N			
01-10840	TOTAL ADMINISTRATIVE SERV	3	3,305.91	N			
01-10880	RASMUSSEN MECHANICALSERV	1	1,000.44	N			
01-11010	VERIZON	1	1,283.18	N			
01-11190	MEAD LUMBER & RENTAL	1	22.00	N			
01-11670	STEVE HOLMES	1	300.00	Y			
01-11820	CALIBRE PRESS LLC	1	139.00	Y			
01-14410	LINCOLN WINWATERWORKS	2	1,803.85	N			
01-14470	FARMERS COOPERATIVE	3	334.97	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-14740	BRIAN QUICK	1	54.66	N		
01-14850	CHEREE FOLTS	2	156.58	N		
01-15880	CHARLIE'S U-SAVE RX	1	90.19	N		
01-15900	ARAMARK UNIFORM SERVICE	3	411.02	N		
01-15980	HDR ENGINEERING INC	4	177,965.82	N		
01-16030	NOVA FITNESS EQUIP CO	2	15,109.86	N		
01-16100	HAYS LAND SURVEYING LLC	1	472.81	Y		
01-16900	AQUA-CHEM INC	5	7,538.85	N		
01-17590	TLS CONSTRUCTION LLC	1	25,708.15	N		
01-18410	REGIONAL CARE INC	1	34,462.55	N		
01-19590	COLONIAL LIFE	4	766.76	N		
01-19600	AMERITAS	3	651.60	N		
01-19940	OVERDRIVE INC	2	1,282.75	N		
01-21320	CULLIGAN	1	15.00	N		
01-21770	JANSSEN FORD	2	1,536.86	N		
01-22050	HEAVY METAL SUPPLY CO	2	151.30	N		
01-22100	SLACK AUTO SUPPLY LLC	4	423.81	N		
01-22200	KARESA NORQUEST	2	20.19	N		
01-22700	SPECTRUM BUSINESS	1	1,059.09	N		
01-22790	SITE ONE LANDSCAPE SUPPLY	3	2,297.43	N		
01-23070	AMERICAN RED CROSS	1	155.00	N		
01-23150	CMRS-POC	1	6,000.00	N		
01-23570	YORK ROTARY CLUB	1	65.00	N		
01-24000	SANDRY FIRE SUPPLY LLC	1	460.00	N		
01-24120	FIRESRING	1	140.00	N		
01-24250	JEFFERSON COMMUNITYHEALT	1	10.00	N		
01-24680	YORK COUNTY EMA	1	3.00	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-24740	TOPKOTE INC	1	405,339.27	N			
01-24860	PELLIE THOMAS	1	98.28	N			
01-24930	NARTEC INC	2	724.80	N			
01-25020	911 YORK COUNTY COMMUNICA	1	73,809.46	N			
01-25080	DEARBORN NATIONAL-VOLFIR	1	1,345.20	N			
01-25370	BRANDON LAMBERT	1	66.15	N			
01-25650	CARDMEMBER SERVICE	1	2,724.10	N			
01-25820	MERCHANT SERVICES	1	2,484.44	N			
01-26010	SOARIN GROUP	1	790.50	N			
01-26700	PRIDE HOME MAINTENANCE SE	1	1,075.00	N			
01-27210	MIDWEST AUTO PARTS INC.	1	43.17	N			
01-27320	LEVANDERS BODY SHOP	1	710.00	N			
01-27400	WY-AD ENTERPRISES LLC	1	53,219.62	Y			
01-27490	SUE CRAWFORD	2	439.51	N			
01-27510	KIESLER POLICE SUPPLY	1	2,086.28	N			
01-27740	DENISE PFEIFER	1	21.00	N			
01-27930	KLEIN'S BLUE RIVER POWER	1	25.00	N			
01-27990	HANS JOHNSON	1	75.00	Y			
01-28030	JACOB STUTZMAN	1	615.00	Y			
01-28230	STANDARD INS CO	1	2,810.47	N			
01-28360	DARRELL TRAUDT	1	97.50	Y			
01-28380	FREEDOM REPAIR & MOTOR SPO	1	635.30	N			
01-28540	AMAZON BUSINESS	10	878.09	N			
01-28730	PRIMARY PHARMACEUTICALS	1	344.80	N			
01-28750	ERIC DAVIS	1	200.00	N			
01-28780	HYVEE	1	3.56	N			
01-28820	MEGHAN SALS BURY	1	1,250.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-28830	NE DEPT OF REVENUE COMPLI	2		N		
01-29030	TREY PERRY	1	32.99	N		
01-29080	SKYLAR HUBER	1	45.00	N		
01-29090	HOME & COUNTRY LLC	1	1,100.00	N		
01-29100	JOHN E REID & ASSOCIATES	2	1,100.00	N		
01-29110	FBI-LEEDA	1	695.00	N		
01-29120	CITY OF REVENNA	1	10,000.00	N		
01-29130	PRIME SECURED	1	1,580.72	N		
01-29140	CIVIC PLUS	1	950.00	N		
*** REPORT TOTALS ***		389	1,300,693.37			
		Payroll	364,431.48			
		Total	1,665,124.85			

SELECTION CRITERIA

VENDOR SET: 01 CITY OF YORK
VENDOR: ALL
BANK: ALL
VENDOR CLASS(ES): ALL CLASSES

TRANSACTION SELECTION

REPORTING: PAID ITEMS

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 6/17/2022 THRU 7/07/2022	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

PRINT OPTIONS

REPORT SEQUENCE: VENDOR #
G/L EXPENSE DISTRIBUTION: NO
CHECK RANGE: 000000 THRU 999999

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

GRAND CENTRAL FOODS INC.
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

311 N. LINCOLN AVE YORK NE 68467
Retail Liquor License Address or Non-Profit Business Address

102737
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 8/04/22

Event Start Time(s): 8:00

Event End Time(s): 10:00

Alternate Date: N/A

Alternate Location Building & Address: N/A

Event Building Name: YORK COUNTY FAIRGROUNDS

Event Street Address/City: 2400 N. NEBRASKA AVE. YORK, NE 68467

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

Outdoor area to be licensed in length & width: ___ X ___ (Diagram Form #109 must be attached)

Type of Event: _____ Estimate # of attendees: _____

Type of alcohol to be served: Beer Wine Distilled Spirits _____
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: WARREN THOMAS Event Contact Phone Number: (402) 710-3245

Event Contact Email: grandc_food@hotmail.com

*Signature Authorized Representative: [Signature] Printed Name WARREN THOMAS

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

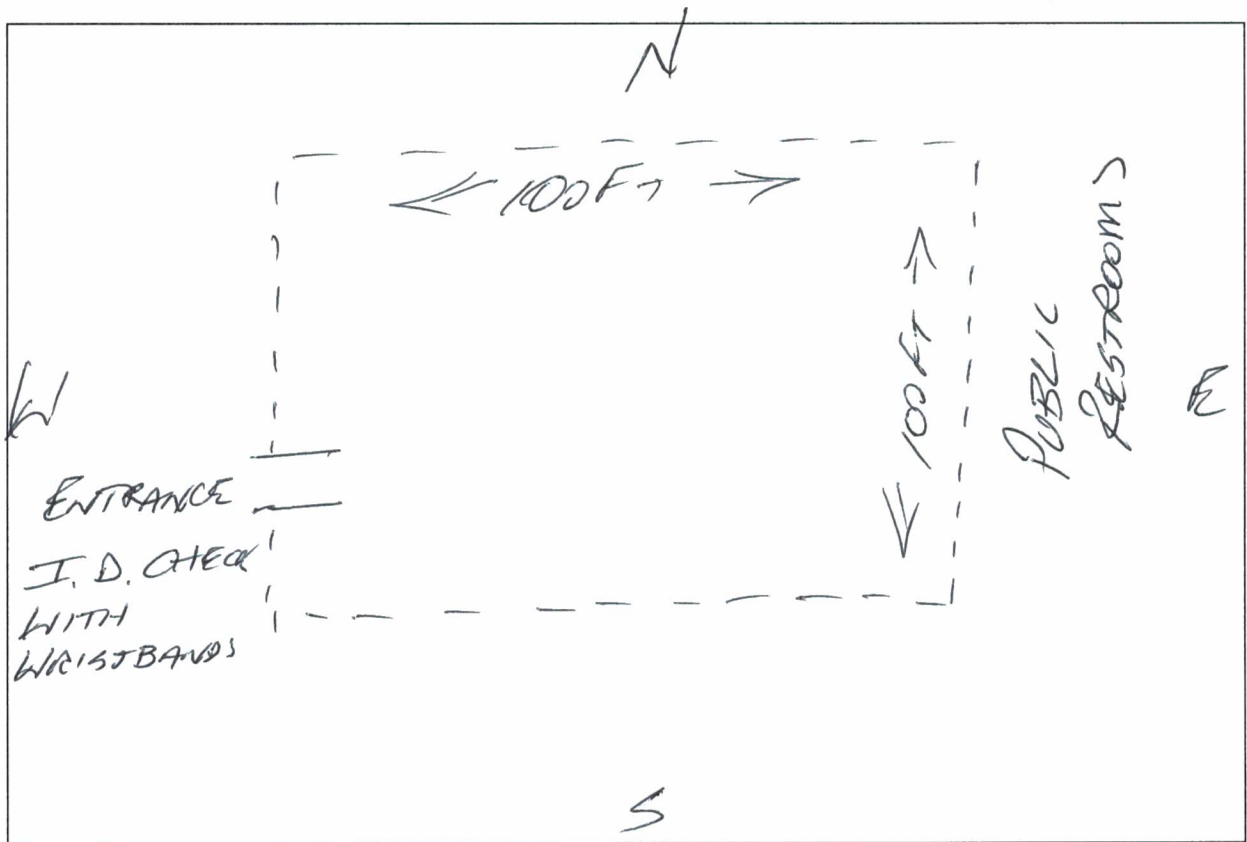
Date

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED _____

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

DIAGRAM OF PROPOSED AREA:



**Special Designated License
Local Recommendation (Form 200)**
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

WILKINSON GERALD DBA JWS CATERING

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1817 N LINCOLN AVE YORK NE 68467

Retail Liquor License Address or Non-Profit Business Address

080196

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 7/29/22
Event Start Time(s): 5 PM
Event End Time(s): 8 PM

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: TRUCK CENTER CO.

Event Street Address/City: 4814 S LINCOLN AVE YORK NE 68467

Indoor area to be licensed in length & width: 50 x 75

Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: CUSTOMER APPRECIATION Estimate # of attendees: 150.

Type of alcohol to be served: Beer Wine _____ Distilled Spirits _____
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: GERALD WILKINSON Event Contact Phone Number: 4023634087

Event Contact Email: wilkinsonjw@yahoo.com

*Signature Authorized Representative: [Signature] Printed Name Gerald Wilkinson

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature Date

City of York: Capital Improvement Worksheet

Department:	CIP #:
Brief Description:	Department Priority:

Recommended Five Year Schedule

Year 1:	
Year 2:	
Year 3:	
Year 4:	
Year 5:	
Total:	

Funding Source

Project Description:

Project Justification:

Scheduling:

Operation Budget Effect:



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

REQUEST FOR PROPOSALS FOR Lead Service Line Replacement

SUBMITTAL DUE DATE: 06/23/2022 at 2:00 PM

PROPOSALS MUST BE MAILED OR DELIVERED TO:

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

Please mark your envelope "PROPOSAL FOR Lead Service Line Replacement"

EIN/SSN (Required) 47-0531588
Federal I.D. Number

COMPANY NAME PIEPER'S INC.

ADDRESS: 527 W 5TH ST

CITY/STATE/ZIP York, NE 68467

PHONE (402) 362-7776

PRINTED NAME JEFFREY L. PIEPER

AUTHORIZED SIGNATURE *Jeffrey L. Pieper*

TITLE VICE PRESIDENT EMAIL piepersinc@windstream.net

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

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

Brandon Osentowski, Water Superintendent, BOsentowski@cityofyork.net

Questions must be submitted no later than 06/20/2022. Questions submitted after that date will not be considered.

Proposal

Pieper's Inc.

527 West 5th St.
YORK, NEBRASKA 68467
Phone 362-7776
L. Allen Pieper, Pres.

PROPOSAL SUBMITTED TO City of York		PHONE 402-363-2600	DATE 6/22/2022
STREET 100 E 4TH ST		JOB NAME Lead water service line replacement	
CITY, STATE and ZIP CODE York, NE 68467		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Replacement of water services at 51 (FIFTY ONE) locations as defined in attached bid documents.

*
*
*

Work shall conform to specifications laid forth by:

"Request for proposals for lead service line replacement" issued by the City of York, Nebraska.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Two hundred sixty nine thousand five hundred thirty five dollars (\$ **269,535.00**).

Payment to be made as follows:

Monthly invoices as work progresses

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature 

Note: This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____



Blue Valley DOOR CO., INC.

5320 West State Hwy. 4 • Beatrice, NE 68310

402-228-1276 888-275-5928
fax 402-228-2252

QUOTATION

Date	Quote #
7/5/2022	84454

Customer
York Municipal Airport Randy Hall 1112 Hwy 34 York, NE 68467

Ship To
Bifold

Project		Account #	Tech
		402.366.8571	DB
Qty	Description	Cost	Total
1	60'0 x 18'0 Clear Open (22'0 Total Door Height) Midland BiFold Door Frame- Support Frame (Header And Jambs) B6Dual4- Bottom 6 - Dual Motor Operator HP, 29 Ga White Sheeting And Trim, 3" Blanket Insulation, Standard Weather Strip, Dual Bottom Seal, Automatic Latch, SIX- Nylon Straps, Remove Existing Bifold, All Mounting Brackets, Latches, Rubber Seals, Walk In Door - Installed	61,867.00	61,867.00
	ADD For Options: Liner Prep 8' High Only - 780.00 Liner Panel 8' High Only - 1610.00 Interior Sheeting Installation 8' High Only - 540.00		
1	Items Not Included: Disposal Of Existing Door- NO WAINSCOT Sheeting, Exterior Is One Color, PREVAILING WAGES BY AMERICAN CERTIFICATIONS- Garage Dumpsters, 220V Single Phase, Electrical Latch Disconnect, Cutting Opening Larger Or Making New Opening, ANY Concrete Work- ANY Structural Engineering - Midland Assuming Existing Building are Not Damaged Structurally. Building May Need Additional Bracing and Concrete piers and Pads BY OTHERS	0.00	0.00
	10 -12 weeks (SOONER IF WE GET THE GO AHEAD SOONER)		

We propose to furnish material and labor - complete in accordance with the above specifications. Payment to be made as follows

__ Customer copy

We accept Visa, Mastercard and Discover

**There will be a 3% convenience fee added to credit card sales.

All Material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any Alterations or deviations from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate/quote. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, wind damage and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance Of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

__ Blue Valley Door copy

Authorized Signature

Due to the volatility of the market, Blue Valley Door reserves the right to adjust pricing based on manufacturers' fluctuating cost of Raw Materials and Freight.

Acceptance Signature/Date

ORDINANCE NO. 2328

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AUTHORIZE THE SALE AND CONVEYANCE OF CERTAIN REAL ESTATE IN THE CITY OF YORK, NEBRASKA MORE PARTICULARLY DESCRIBED AS HEREIN SET FORTH, AND PROVIDING FOR THE PUBLICATION OF NOTICE OF SUCH CONVEYANCE AND THE TERMS THEREOF; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Pursuant to Neb. Rev. Stat. §16-202 (Cum. Supp. 2020) the Mayor and City Clerk are hereby directed to execute and deliver a Real Estate Purchase Agreement as approved by the York City Attorney, and Municipal Deed for the following described real estate owned by the City of York, Nebraska to Brandon Allen Skelton, a single person, as set forth herein.

Section 2. The real estate to be conveyed is described as follows:

Lots One (1) and Two (2), Block 1, Mansfields Subdivision,
City of York, Nebraska.

Section 3. Such real estate shall be conveyed by the City of York to Brandon Allen Skelton, in exchange for the purchase price of Eight Thousand and no/100 (\$8,000.00).

Section 4. Notice of such sale and conveyance of real estate and the terms thereof shall be published for three consecutive weeks in the York News-Times as required by law.

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

Section 6. This ordinance shall take effect and be in full force and effect from and after its passage, approval, publication, and remonstrance as required by law.

PASSED AND APPROVED by the York City Council this ____ day of July, 2022.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made and entered into by and between the City of York, Nebraska, a Nebraska Municipal Corporation, hereinafter called "SELLER", and Brandon Allen Skelton, a single person, hereinafter called "BUYER".

RECITALS

WHEREAS, SELLER is the owner of the following described real estate, to-wit:

Lots One (1) and Two (2) Block 1, Mansfields Subdivision, City of York, Nebraska.

WHEREAS, SELLER desires to sell the above-described real estate;

AND WHEREAS, BUYER desires to move a house on to the property for residential use.

WITNESSETH

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. Agreement to Sell. SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER for the consideration of Eight Thousand and no/100 (\$8,000.00) on the terms and conditions hereinafter mentioned, the following-described real estate situated in the City of York, York County, Nebraska, to-wit:

Lots One (1) and Two (2), Block 1, Mansfields Subdivision, City of York, Nebraska.

No personal property is included in the purchase price.

2. Condition of the Property. The property is being sold "as is", and no representations are made as to the nature or condition of the premises.

3. Payment. BUYER shall pay the entire purchase price of Eight Thousand and no/100 (\$8,000.00) at closing.

4. Possession. This Purchase Agreement shall in no manner be construed to convey title to the property to give any additional rights to possession thereof. Full possession shall be given at closing.

5. Closing. Closing shall occur upon a date and time to be agreed to by the parties at the offices of the City of York, 100 E. 4th St, York, NE 68467.

6. Real Estate Taxes. Any real estate taxes due prior to closing shall be the responsibility of SELLER, and BUYER shall be responsible for all real estate taxes that accrue from and after the date of closing.

7. Evidence of Title. SELLER shall order a title insurance commitment in connection with the subject property prior to closing. The cost of an owner's title insurance policy shall be divided equally between SELLER and BUYER. The title insurance commitment may show standard title insurance exceptions and utility easements of record, and may show liens which may be removed by the payment of money at closing by SELLER. If any defects in title not provided for in this agreement are shown by the title insurance commitment, BUYER shall give SELLER notice of any defects in title and SELLER shall clear any impermissible defects within a reasonable period of time. If impermissible defects are not cleared to the title insurance company's satisfaction after notification or cannot be cured by payment of money at closing, this agreement shall be considered null and void. The Title Standards issued by the Nebraska State Bar Association in effect on the date of execution of this Purchase Agreement shall serve as a guide when resolving any dispute with respect to title to the real estate.

8. Conveyance of Title. SELLER shall furnish a Municipal Warranty Deed to BUYER free and clear of all liens, encumbrances or special assessments, but subject to all building and use restrictions, restrictive covenants, and easements of record.

9. Warranties. SELLER warrants that the SELLER is unaware of and has not received any notice issued by any governmental authority of any actual or contemplated proceeding in condemnation or eminent domain effecting the property. SELLER further warrants that to its knowledge no judgment liens or construction liens exist or are contemplated to be levied on the property. However, SELLER reserves the right to make improvements in the future that may result in the creation of public improvement districts and the levy of any special assessments deemed appropriate. No other warranties, express or implied are made by SELLER, and are expressly excluded by this Agreement.

10. Special Conditions. The Agreement is subject to approval by the York City Council, publication, and successful passage of the remonstrance period as required by Nebraska law.

11. General Provisions.

A. This agreement contains the entire agreement between the parties and recites the entire consideration given and accepted by the parties. Any agreement hereafter made shall be ineffective to change, modify, waive or discharge it in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, waiver or discharge is sought.

B. Time is of the essence in fulfilling the terms of this agreement.

C. All warranties, covenants or other obligations contained in this

purchase agreement shall survive delivery of the deed.

12. No Waiver. The failure of BUYER or SELLER to insist on strict performance or to seek redress for violation of any term, covenant, condition or provision of this agreement, shall not be construed as a waiver of the same and shall not prevent a subsequent act, which would have originally constituted a violation from having all the force and effect of an original violation.

13. Binding Effect. This agreement shall be binding on the parties hereto and their heirs, legal representatives, successors and assigns.

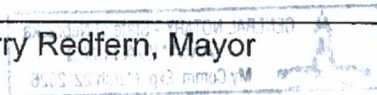
IN WITNESS WHEREOF the parties hereto have executed this agreement effective as of the date first above mentioned.

SELLER:

CITY OF YORK, NEBRASKA,

By: _____

Barry Redfern, Mayor



BUYER:



Brandon Allen Skelton

ORDINANCE NO. 2329

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AUTHORIZE THE SALE AND CONVEYANCE OF CERTAIN REAL ESTATE IN THE CITY OF YORK, NEBRASKA MORE PARTICULARLY DESCRIBED AS HEREIN SET FORTH, AND PROVIDING FOR THE PUBLICATION OF NOTICE OF SUCH CONVEYANCE AND THE TERMS THEREOF; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Pursuant to Neb. Rev. Stat. §16-202 (Cum. Supp. 2020) the Mayor and City Clerk are hereby directed to execute and deliver a Real Estate Purchase Agreement as approved by the York City Attorney, and Municipal Deed for the following described real estate owned by the City of York, Nebraska to WYAD Enterprises, LLC, a Limited Liability Corporation, as set forth herein.

Section 2; The real estate to be conveyed is described as follows:

Lot Two (2), Cyber 2nd Subdivision, City of York, York
County, Nebraska.

Section 3. Such real estate shall be conveyed by the City of York to WYAD Enterprises, LLC, in exchange for the purchase price of Eighty Eight Thousand Seven Hundred Fifty Dollars and no/100 (\$88,750.00).

Section 4. Notice of such sale and conveyance of real estate and the terms thereof shall be published for three consecutive weeks in the York News-Times as required by law.

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

Section 6: This ordinance shall take effect and be in full force and effect from and after its passage, approval, publication, and remonstrance as required by law.

PASSED AND APPROVED by the York City Council this 7th day of July, 2022.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE NOTICE

PROPERTY ADDRESS: LOT 2 CYBER Subdivision (replet)
7.10 acres City of York

BUYER:
Name: WyAd Enterprises LLC
Address: 1903 Division Ave
City/State/Zip: York NE 68467

SELLER:
Name: City of York
Address: _____
City/State/Zip: _____

This disclosure is to notify you that NHS Commercial has a business relationship and owns a portion with the following companies:
Coldwell Banker NHS Real Estate
RTS Title & Escrow
American Home Shield
America's Preferred Home Warranty, Inc.

Due to these business relationships, these companies may provide NHS Commercial and its owners with a financial or other benefit. You are not required to use any of these companies as a condition for the settlement of your loan and purchase of the property listed above. There are other providers available that provide similar services at competitive rates. You are free to inquire with other providers to determine that you are receiving the best services and the best rate for these services.

ACKNOWLEDGEMENT:

I/We have read this Affiliated Business Arrangement Disclosure Notice and understand that NHS Commercial has a business relationship and owns a portion of Coldwell Banker NHS Real Estate, Insurance 360, RTS Title & Escrow, American Home Shield and America's Preferred Home Warranty, Inc. I/We, after consideration of this notice, do hereby voluntarily consent to a referral to any or all above associated companies to provided services associated with the purchase, settlement, and warranty of the property listed.

Sheldon Sandall dotloop verified
06/24/22 3:03 PM CDT
WP2Z-HV04-Y1U2-ECVS
Buyer Date

Seller Date

Buyer Date

Seller Date



WIRE FRAUD NOTICE

for exclusive use by members of the REALTORS® Association of Lincoln



Criminals are attempting to impersonate escrow companies and real estate agents in sophisticated wire fraud schemes. Unauthorized individuals have been caught providing fraudulent wire transfer information to parties in real estate transactions, which direct funds to the thief. This could include a criminal contacting Buyer or Seller, directly or indirectly, in an attempt to steal funds that rightfully belong to the parties.

Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. **Always independently confirm** wiring instructions in person or via a telephone call to a trusted and verified phone number. **Never** wire money without double-checking that the wiring instructions are correct.

Always be suspicious of any requests to change wiring instructions at or right before closing. **Always** independently confirm any of the following in person or via a telephone call to a trusted and verified phone number:

- Requests to speed up the transfer to a sooner date
- Change of payment instructions
- Requests to unexpectedly modify the date of the transfer
- Any other unexpected wire transfer requests or instructions
- New transfer instructions received via email

In the event that any party believes an unauthorized request has been made for bank account information or funds, the Escrow Company should be contacted immediately. In the event that funds are transferred to a fraudulent account, there may be no way to recover these funds from the criminals involved. Contact the Omaha FBI Office, cyber crimes division, at (402) 493-8688 or <https://www.ic3.gov> as soon as possible.

IF IN DOUBT, ASK YOUR REALTOR®

Seller	Date
<i>Sheldon Sandall</i>	
Buyer	Date

dotloop verified
06/24/22 3:03 PM CDT
ITOE-8Q3L-1UKL-A5NK

Seller	Date
Buyer	Date



PURCHASE AGREEMENT - COMMERCIAL

for exclusive use by members of the REALTORS® ASSOCIATION OF LINCOLN

201



NHS Commercial REALTORS® 6-24-22 (Date)

188 E 5th St B York NE Lincoln, Nebraska

1. **Property.** The undersigned, as Buyer, agrees to purchase the following property:
Address: LOT 2 (7.10 acres) Cyber Subdivision (replot) City of York

Legal Description: Lot 2 (7.10 acres) Cyber Subdivision (replot) City of York
including all fixtures and equipment permanently attached to Property, if any. The only personal property included is as follows:

N/A

2. **Title Insurance.** Buyer shall be furnished a current title insurance commitment before closing and a title insurance policy insuring marketability. The cost of title insurance issued for this sale shall be paid as follows:

Divided Equally

Buyer agrees that should a valid title defect exist, Seller has a reasonable time to correct said defect, not to exceed 30 days from the date of the title commitment. If the title defects are not cured within such time period, Buyer may declare this Agreement null and void, and the earnest money shall be refunded.

3. **Conveyance of Title.** Seller agrees to convey to Buyer by warranty deed or None other free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions of record. Seller agrees to pay any assessments for items such as paving, curbing, sidewalk or utilities previously constructed, now under construction, or ordered to be constructed by public authority but not yet assessed as of the date of this Agreement. The documentary stamp tax shall be paid by Seller.

4. **Price and Financial Terms.** Buyer agrees to pay \$ 88750, on the following terms: an earnest money deposit of \$ 0 at this time as shown by the receipt set forth below. If paid by check, it shall be payable to selling broker. The check will be cashed. All monies shall be deposited in the selling broker's trust account, to be held until the time of closing. If the selling broker is not closing the transaction, the earnest money shall be transmitted to the party closing the transaction at a time to be determined by the selling broker. The closing agent, if not the listing broker, shall be chosen by agreement of Buyer and Seller. The balance due Seller shall be paid as shown in Paragraph(s) # D following:

- (a) **Buyer's Obligations Upon Loan or Assumption:** Buyer shall negotiate a new loan or shall assume the existing mortgage or deed of trust. Buyer agrees to sign all papers and pay all related costs, and to establish escrow reserves as required. Buyer's best efforts shall be used to obtain the loan or approval for the assumption. If the loan or assumption is not applied for within _____ days from the date of acceptance, this offer shall be null and void and the earnest money shall be forfeited. If processing of the loan or assumption has not been completed by the lending agency by the closing date specified elsewhere in this Agreement, the time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection. If the loan or assumption is not ultimately approved by the lending agency, this offer is null and void and the earnest money is to be returned to Buyer. If this offer is not contingent on the sale of real estate owned by Buyer and the lender requires as a condition of granting the loan that the real estate owned by Buyer be sold, then Seller shall have the option to declare this Agreement null and void unless further written agreement between Buyer and Seller is obtained.
- (b) **Conditional Upon New Loan:** Balance shall be paid in cash, or by cashier's check at time of delivery of deed, contingent upon Buyer's ability to obtain a loan in the amount of \$ _____, secured by first mortgage or deed of trust. The loan is to be (describe loan): Type _____, at a rate not to exceed _____ % for a term of not less than _____ years.
- (c) **Assume Existing Loan:** Buyer agrees to assume and pay the existing mortgage or deed of trust note balance in favor of _____ in the approximate amount of \$ _____ and pay the balance in cash, or by cashier's check at the time of delivery of deed. It is understood that the note terms provide a current interest rate of _____ % per annum and payments of approximately \$ _____ per month. The payment includes _____ interest on the existing loan shall be prorated to date of closing. Buyer agrees to reimburse Seller for the amount in the escrow reserve account which is to be assigned to Buyer. Seller agrees that loan and escrow reserves will be current at time of closing. Buyer agrees to pay assumption fees, if any. Buyer does, or does not agree to obtain a release of liability of Seller from Seller's loan before closing.
- (d) **All Cash:** Balance shall be paid in cash, or cashier's check at time of delivery of deed.
- (e) **Seller Financing:** Balance to be evidenced by _____ with Seller. Buyer to make an additional payment by cash or cashier's check of \$ _____ at time of execution of the instruments, and closing. The remainder of \$ _____ shall be paid in monthly payments of \$ _____, or more, which monthly payments shall include interest at the rate of _____ % per annum computed monthly on the unpaid portion of the principal. The debt shall be amortized over _____ years with a balloon payment on _____ (Date). All other terms and conditions of the instruments shall be as mutually agreed. Buyer's, or Seller's attorney shall prepare the instruments with cost of preparation paid by: _____

5. **Other Provisions.** Earnest Money to be delivered to Title Company within 3 business days of fully executed contract.

Buyer to pay Buyers Agent fee of \$2000 at closing.

6. **Addenda attached.** The attached addenda are made a part of this Purchase Agreement. (Please Initial) (Seller (Buyer)

(List Addenda): Authorized Business
Wire Fraud

7. **Condition of Property.** This Agreement is based upon Buyer's personal inspection or investigation of Property. Buyer agrees to accept Property in its present condition, except as provided in this Agreement. Seller represents that to the best of Seller's knowledge, there are no defects in the Property

that (1) are not reasonably ascertainable and which significantly affect the desirability or value of the Property, or (2) which the Seller has not disclosed to Seller's Agent in writing.

8. **Maintenance.** Seller agrees to maintain the Property in its present condition until date of closing, subject to the provisions of paragraph 9 of this Agreement. Seller agrees to install and maintain smoke detectors as required by law.

9. **Risk Loss.** If, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Seller and Buyer agree to attempt to negotiate modifications to the Agreement acceptable to Seller and Buyer which will take into account the loss. If Seller and Buyer are not able to agree in writing within 30 days following the loss, then Buyer's sole remedy will be to either accept the Property in its damaged condition and pay the full purchase price specified in this Agreement or rescind this Agreement and receive a full refund of Buyer's earnest money, less any costs that have been incurred on behalf of Buyer.

10. **Real Estate Taxes.** Taxes for the year of date of possession together with interest, rents and association dues, if any, shall be prorated to the date of possession. Taxes shall be prorated on the basis of the most recent assessed valuation and the most recent tax rate (levy) available from the appropriate governing body at the time of closing.

11. **Possession and Closing.** Closing of the sale shall be on Aug 1 2022 (Date). Possession of Property shall be given on Aug 1 2022 (Date). This Agreement shall in no manner be construed to convey Property or to give any right of possession. Buyer shall have the right to make a final inspection of Property prior to closing to ascertain that all conditions of this Agreement have been met.

12. **Escrow Closing.** Buyer and Seller agree that the closing of the sale may be handled by an escrow agent. If so, any broker holding the earnest money or other trust funds is authorized to transfer such items to the escrow agent. All documents and other items received by any broker in connection with the sale shall also be transferred to the escrow agent. After the transfer, a broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow agent will not be required to disburse funds or deliver or record any documents until it has received certified funds or other good, sufficient and collected funds, and all conditions, terms and provisions of this Agreement have been satisfied, performed and met. Closing charges shall be paid as follows: Divided Equally

13. **Income Tax Advice.** Seller and Buyer acknowledge they are relying upon their own knowledge concerning the income tax consequences of this transaction and not upon any statements made to them by their agents, brokers or REALTORS®.

14. **Compensation.** Buyer agrees to pay selling broker compensation of \$495 at closing. The compensation will be collected in all cases except (a) if Buyer secures a loan to purchase the Property that does not allow Buyer to pay such compensation, or (b) Buyer has previously agreed to pay selling broker fixed compensation pursuant to and as defined in the provisions of paragraph 3 of the Realtors® Association of Lincoln's Exclusive Buyer Agency Agreement entered into with selling broker. If this compensation is paid by Buyer to selling broker, Seller and Buyer agree that selling broker, which may be the same as the listing broker, may collect compensation from both Seller and Buyer.

15. **Default.** If Buyer fails to consummate this purchase according to the terms of this Agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure.

16. **Acceptance Date.** This offer is null and void if not accepted by Seller on or before June 30 2022 (Date) at 12:00 o'clock p. Buyer acknowledges receipt of a copy of this Agreement, which has not yet been signed by Seller.

17. **Mediation and Arbitration.**

(a) **Mediation.** In the event of any controversy, complaint, dispute, claim or disagreement by and between Broker, Selling Agent, Buyer, Seller's agent, Seller, any affiliated licensees of Broker and the Realtors® Association of Lincoln or any one or more of them, relating to or arising out of the construction, interpretation, enforcement or breach of the terms of this Purchase Agreement (hereinafter referred to as a "Dispute"), any party to the Dispute may seek non-binding mediation in an attempt to resolve the Dispute by giving 15 days written notice of a request for such mediation to all other parties to the Dispute. Such mediation shall be held in Lincoln, Nebraska, and shall be conducted according to the Commercial Rules-Real Estate Industry Arbitration Rules (including a Mediation Alternative) administered by the American Arbitration Association.

(b) **Arbitration.** Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration in accordance with the provisions of the Commercial Rules-Real Estate Industry Arbitration Rules (including a Mediation Alternative) administered by the American Arbitration Association. The arbitrator(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested within 360 days after the party giving the notice knew, or exercising reasonable diligence and care, should have known, of the Dispute. The arbitration shall take place in Lincoln, Nebraska. The arbitrator(s) shall determine if there is any prevailing party, and the prevailing party shall be awarded such fees and expenses as are permitted under the laws of the State of Nebraska.

(c) **Disputes.** The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement regarding agency relationships or representations made by any person, party or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property to which this Purchase Agreement pertains, including, without limitation, allegations of concealment, misrepresentation, negligence and fraud.

(d) **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to mediate and arbitrate.

(e) **Applicability.** The terms of this paragraph 17 shall not apply to:

- (1) Any Dispute wherein the sole remedy sought is injunctive relief;
- (2) Any complaint of violation of the Code of Ethics of the National Association of Realtors®;
- (3) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract;
- (4) The filing or enforcement of a construction or similar lien; or
- (5) Any matter which is within the jurisdiction of a probate court.

(f) **Waiver.** BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Buyer _____
 Buyer Sheldon Sandell for WYAN Enterprises LLC
 Address 1903 Division Ave York NE 68467
 Phone 402 366 8158 Fax _____
 Selling Agent Cinda NICKEL
 Listing Company NHS Commercial

RECEIPT FOR EARNEST MONEY

PRINTED NAMES FOR DEED: _____

RECEIVED FROM: _____ \$ _____ (by _____)
to apply to the purchase price of Property on terms and conditions as stated. If this offer is not accepted by the Seller within the time specified, or if there are any defects in the title which cannot be cured as specified above, the Deposit shall be refunded.

NHS Commercial REALTORS® By: _____

ACCEPTANCE

Seller accepts this agreement on the terms stated and agrees to convey title to Property, deliver possession, and perform all of the terms and conditions set forth.

THIS CONTRACT CONTAINS AN ARIBTRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Seller _____
 Seller _____

Phone _____ Fax _____

STATE OF _____) STATE OF _____)
COUNTY OF _____) ss. COUNTY OF _____) ss.

The foregoing purchase agreement was acknowledged before me on _____, by _____
The foregoing purchase agreement was acknowledged before me on _____, by _____

Notary Public Notary Public

Commission expires _____ (year) Commission expires _____ (year)

RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT

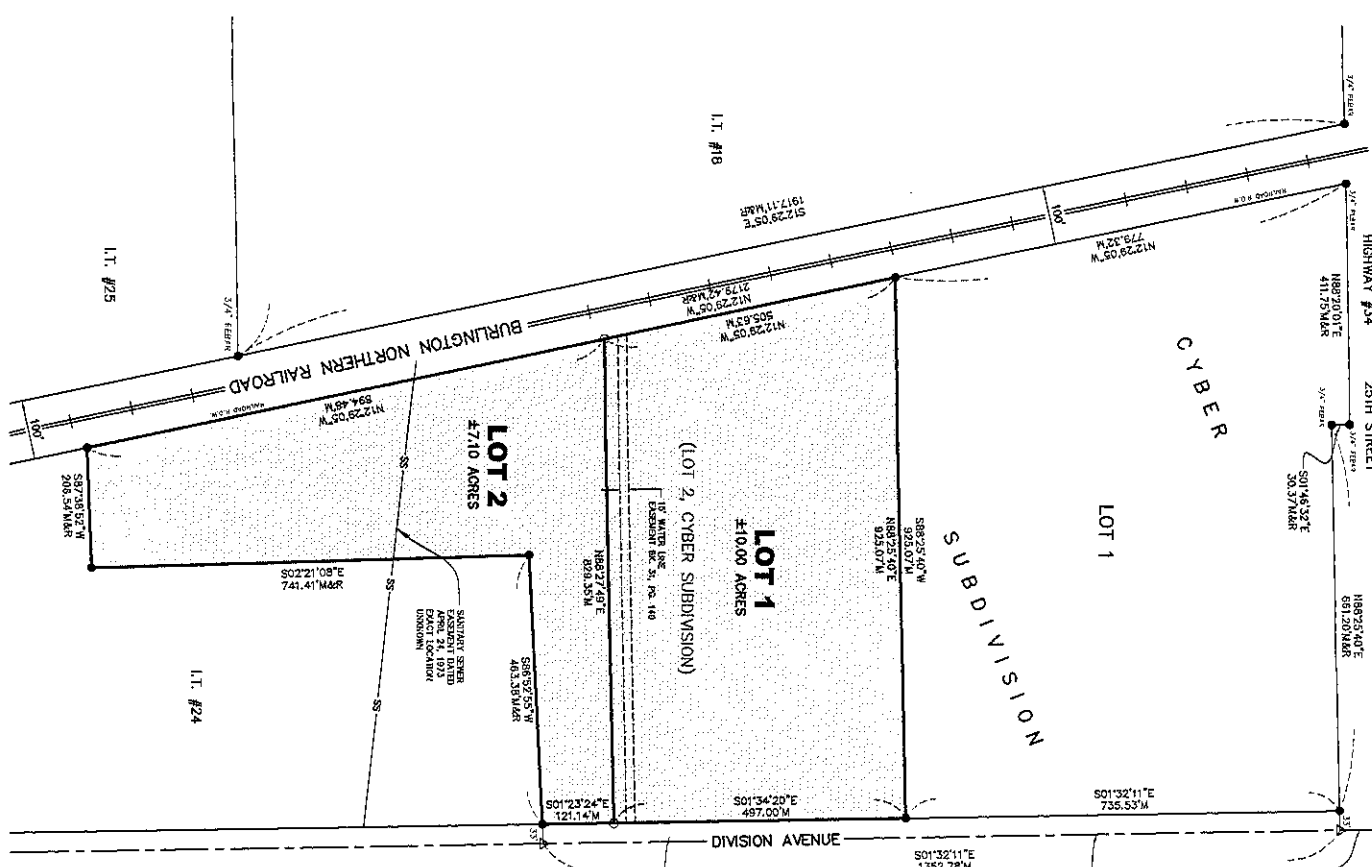
Buyer acknowledges receipt of executed copy of this agreement.

Buyer _____
 Buyer _____

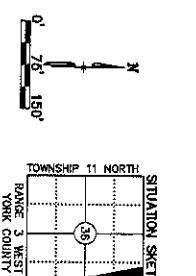
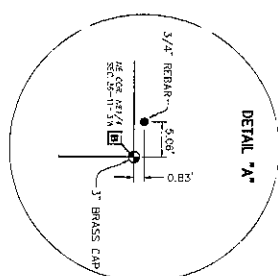
Seller acknowledges receipt of executed copy of this agreement.

Seller _____
 Seller _____

CYBER 2ND SUBDIVISION CITY OF YORK, YORK COUNTY, NE



SECTION CORNER TIES: SECTION 24, TOWNSHIP 11 NORTH, RANGE 3 WEST
 [A] NE COR. NE 1/4
 FOUND 3/4" REBAR IN CONC. AS RECORDED IN YORK COUNTY SURVEY RECORDS
 101.30' SW TO USSS BENCH MARK IN CONCRETE TABLET
 87.68' SE TO 1/2" CENTER GRASS BLADE RM
 163.50' NW TO TOP CENTER GRASS BLADE RM
 98.27' SW TO 5/8" REBAR W/PLAST. CAP L59673



- LEGEND**
- M MEASURED DISTANCE
 - R RECORDED DISTANCE
 - G GOVERNMENT DISTANCE
 - FOUND CORNER L59673
 - UNLESS NOTED OTHERWISE
 - SET 5/8" x 24" REBAR W/YELLOW PLASTIC CAP STAMPED "HAYS L59673"
 - ⊙ SECTION CORNER
 - ⊙ CALCULATED POINT
 - - - FENCE LINE

LEGAL DESCRIPTION:
 LOT 2, CYBER SUBDIVISION, CITY OF YORK, YORK COUNTY, NEBRASKA

DEED OF DEDICATION:
 KNOWN ALL MEN BY THESE PRESENTS, THAT WE, THE CITY OF YORK, BARRY H. REDBURN (MAYOR), BARRY H. REDBURN (MAYOR), AND THE BOARD OF PUBLIC UTILITIES HAVE CAUSED THE SAME TO BE SURVEYED, PLATTED AND DESIGNATED AS THE CYBER 2ND SUBDIVISION, AND WE HEREBY DEDICATE THE STREETS AND EASEMENTS AS SHOWN THEREON FOR THE LOCATION, CONSTRUCTION, AND MAINTENANCE OF PUBLIC SERVICE UTILITIES AND WE HEREBY AUTHORIZE THE CITY OF YORK, BARRY H. REDBURN (MAYOR) AND THE BOARD OF PUBLIC UTILITIES TO TAKE THE SAME WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DEED OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

ACKNOWLEDGMENT:
 ON THIS _____ DAY OF _____, 2022, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY CAME THE ABOVE NAMED CITY OF YORK, BARRY H. REDBURN (MAYOR) TO BE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEED OF THIS PLAT AND HE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

CITY COUNCIL ACCEPTANCE:
 THIS PLAT OF CYBER 2ND SUBDIVISION, COMPRISING OF LOT 2, CYBER SUBDIVISION, CITY OF YORK, YORK COUNTY, NEBRASKA WAS APPROVED AND ACCEPTED BY THIS CITY COUNCIL OF THE CITY OF YORK, NEBRASKA.

APPROVAL OF THE CITY PLANNING COMMISSION:
 THIS PLAT OF CYBER 2ND SUBDIVISION, COMPRISING OF LOT 2, CYBER SUBDIVISION, CITY OF YORK, YORK COUNTY, NEBRASKA WAS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF YORK, YORK COUNTY, NEBRASKA THIS _____ DAY OF _____, 2022 A.D.

APPROVAL OF THE PUBLIC WORKS DIRECTOR:
 THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE DIRECTOR OF PUBLIC WORKS, YORK NEBRASKA THIS _____ DAY OF _____, 2022 A.D.

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

SURVEYOR'S CERTIFICATE:
 I, CHRISTOPHER C. HAYS, OF THE STATE OF NEBRASKA, HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR OF THE STATE OF NEBRASKA, AND THAT SAID SURVEY IS CONDUCTED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

HAYS
 LAND SURVEYING, LLC
 160 North Fork Street, P.O. Box 432, Orceuta, NE 68851 (402) 747-2128 www.HaysSurveying.com

CHARTERED SURVEYOR
 No. 136
 State of Nebraska
 Christopher C. Hays
 6/16/22

TITLE: CYBER 2ND SUBDIVISION
PROJECT: FINAL PLAT
DATE: 6/16/22
SHEET: 1 OF 1

ORDINANCE NO. 2330

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AUTHORIZE THE SALE AND CONVEYANCE OF CERTAIN REAL ESTATE IN THE CITY OF YORK, NEBRASKA MORE PARTICULARLY DESCRIBED AS HEREIN SET FORTH, AND PROVIDING FOR THE PUBLICATION OF NOTICE OF SUCH CONVEYANCE AND THE TERMS THEREOF; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Pursuant to Neb. Rev. Stat. §16-202 (Cum. Supp. 2020) the Mayor and City Clerk are hereby directed to execute and deliver a Real Estate Purchase Agreement as approved by the York City Attorney, and Municipal Deed for the following described real estate owned by the City of York, Nebraska to Sukup Manufacturing Co., a foreign corporation, as set forth herein.

Section 2. The real estate to be conveyed is described as follows:

The North 10 acres of Parcel 930203430 Lot 2 Cyber Subdivision City of York, Nebraska (the "Property"). The property is being re-platted and the exact legal description shall be as shown on the replat and title commitment.

Section 3. Such real estate shall be conveyed by the City of York to Sukup Manufacturing Co., in exchange for the purchase price of One Hundred Twenty Five Thousand and no/100 (\$125,000.00).

Section 4. Notice of such sale and conveyance of real estate and the terms thereof shall be published for three consecutive weeks in the York News-Times as required by law.

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

Section 6. This ordinance shall take effect and be in full force and effect from and after its passage, approval, publication, and remonstrance as required by law.

PASSED AND APPROVED by the York City Council this _____ day of July, 2022.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

F:\NETNODE3\CHARLIE\YORK\ORDINANCES\SukupManufacturingCo ORD.wpd

COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of the ____ day of July, 2022, (the "Effective Date"), by and between the City of York, Nebraska ("Seller"), and Sukup Manufacturing Co., ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of the real estate described as the North 10 acres of Parcel 930203430 Lot 2 Cyber Subdivision City of York, Nebraska (the "Property"). The property is being re-plated and the exact legal description shall be as shown on the Title Commitment to be issued by York County Title Company, and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property.

NOW, THEREFORE, in consideration of the mutual promises and conditions hereinafter set forth, Purchaser and Seller hereby agree as follows:

1. Purchase and Sale. For the price and upon and subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey the Property to Purchaser and Purchaser agrees to purchase the Property from Seller.
2. Purchase Price. The purchase price for the Property is One Hundred Twenty-five Thousand Dollars (\$125,000.00) (the "Purchase Price"). The Purchase Price which shall be payable as follows:
 - a. Within five (5) days of the Agreement execution date, Purchaser shall deposit with York County Title Company, 608 N. Grant Avenue, York, Nebraska 68467 (the "Title Company"), the sum of Five Thousand Dollars (\$5,000.00) in cash, corporate check or wire transfer of funds (said sum, together with all interest earned thereon, is herein called (the "Earnest Money"). The Earnest Money shall be held by the Title Company in escrow account for the benefit of the parties hereto.
 - b. At closing (as defined in Section 7), the Earnest Money shall be paid to Seller, and Purchaser shall pay the balance of the Purchase Price in immediately available funds.
3. Closing Conditions (the "Conditions").
 - a. ALTA Survey. Within Fifteen (15) days of the Effective Date, Purchaser may order an "as-built" survey for the Property prepared by a land surveyor registered in the State of Nebraska showing the total square feet of the Property, all improvements, easements and encroachments, and is adequate to eliminate the

standard ALTA exclusions on the Title Policy (the "Survey") if required by the Title Company. Purchaser shall pay the cost of the Survey. Purchaser shall have a period of Fifteen (15) days after receipt of the Survey to notify Seller of any objections to or defects in the Survey which are reasonably likely to interfere with the Purchaser's intended use of the Property. If such objection notice is not delivered to Seller within the Fifteen (15) days period, the Survey shall be deemed approved by Purchaser. If an objection notice is timely delivered, Seller shall have a period of Thirty(30) days to cure any such objection. If any objection has not been cured within said Thirty (30) days, Purchaser, at its election, shall either (i) waive its objections and accept the Survey as is or (ii) terminate this Agreement upon written notice to Seller. If Purchaser fails to provide written notice of termination to Seller within Fifteen (15) days of Purchaser's receipt of written notice from Seller that the objections have been cured or cannot be cured, Purchaser shall be deemed to have waived its objections and accepted the Survey. Upon any such termination, each party shall be released from all duties or obligations contained herein (except for any liabilities accruing prior to such termination) and the Earnest Money shall immediately be refunded to Purchaser.

b. Title. Within Fifteen (15) days after the re-plat survey of the property is filed with the York County Nebraska Recorder, Purchaser shall order from the Title Company a commitment (the "Title Commitment") for a standard ALTA Form B owner's title insurance policy (the "Title Policy") to be issued upon Closing by the Title Company in the amount of the Purchase Price. Seller shall pay the cost of the Initial Title Commitment and the Title Policy, with any endorsements or other policy or policies required by Purchaser to be at the sole cost and expense of Purchaser. Purchaser shall have a period of Fifteen (15) days after receipt of the Title Commitment to notify Seller of any objections to or defects in the condition of title which are reasonably likely to interfere with Purchaser's intended use of the Property. Any exceptions to title which are disclosed by the Title Commitment and are not objected to by Purchaser in a timely manner shall be deemed to the "Permitted Exceptions." If such objection notice is not delivered to Seller within the Fifteen (15) day period, the condition of Seller's title as disclosed by the Title Commitment shall be deemed approved by Purchaser, and Purchaser shall take title subject to the exceptions set forth therein. If an objection notice is timely delivered, Seller shall have a period of Thirty (30) days to cure any such objections. If any objection has not been cured within said Thirty (30) days, Purchaser, at its election, shall either (i) waive its objections and accept the Title Commitment as is of (ii) terminate this Agreement upon written notice to Seller. If Purchaser fails to provide written notice of termination to Seller within Fifteen (15) days of Purchaser's receipt of written notice from Seller that the objections have been cured or cannot be cured, Purchaser shall be deemed to have waived its objections and accepted the Title Commitment. Upon any such termination, each party shall be released from all duties or obligations contained herein (except for any liabilities accruing prior to such termination) and the Earnest Money immediately be refunded to Purchaser.

c. Existing Documents. Within Ten (10) days after the Effective Date, Seller shall deliver to Purchaser all available records of Seller regarding the Property which are known by Seller to be in its possession, including but not limited to any existing title work, existing survey, and all records regarding real estate taxes and assessments, (the "Property Information").

d. Environmental. Within Ten (10) days after the Effective Date and receipt of the Property Information, Seller shall deliver to Purchaser a copy of any environmental site assessments in Seller's possession covering the Property including but not limited to Phase I Report, Phase II reports, and other environmental reports and soil reports. Purchaser may, at its expense, obtain its own environmental site assessment of the Property, including the testing of soil and groundwater, which shall be ordered within Twenty-five (25) days of the Effective Date. If, after examining any such assessments, Purchaser determines that the Property contains unacceptable hazardous substances, pollutants or contaminants, Purchaser may elect to terminate this Agreement upon written notice to Seller given within twenty (20) days after receiving said assessments. Upon any such termination, each party shall be released from all duties and obligations contained herein (except for liabilities accruing prior to such termination) and the Earnest Money shall be immediately be refunded to Purchaser. If Purchaser fails to provide written notice of termination of this Agreement within twenty (20) days of receiving said assessments, Purchaser shall be deemed to have waived any right to object to the environmental condition of the Property.

f. Feasibility. During the Sixty (60) day period after the Effective Date (the Feasibility Period"), Purchaser shall have the right to determine whether development of the Property is feasible to it in its sole discretion. During the Feasibility Period, Purchaser may, among other things, study the suitability of the Property for its intended use, whereby such study may include, but shall not be limited to, the following: confirmation from appropriate governmental authorities including the City of York, Nebraska with regard to adequate zoning and usage of the Property for Purchaser's intended use; requirements for any re-zoning and usage of the Property for Purchaser's intended use; location of utilities; adequacy of utilities for Purchaser's intended use of the Property; buildable quality of the soil; and any and all other conditions which relate to the use and development of the Property by Purchaser including but not limited to Purchaser having ingress and egress to public thoroughfares adequate for Purchaser's intended use. If the results of Purchaser's study are not satisfactory to Purchaser in its absolute discretion, Purchaser may terminate this Agreement by delivering written notice of termination to Seller during the Feasibility Period. Upon any such termination, each party shall be released from all duties or obligations contained herein (except for any liabilities accruing prior to such termination) and in such event the Earnest

Money shall immediately be refunded to Purchaser except that Purchaser shall be obligated to restore any area disturbed during its inspection and investigation of the Property by grading and seeding (as appropriate). If Purchaser fails to provide written notice of termination of this Agreement within five (5) days of the expiration of the Feasibility Period, Purchaser shall be deemed to have waived any right to object to the feasibility of development of the Property. The foregoing notwithstanding, Purchaser shall have the right to extend the Inspection Period for up to Ninety (90) days (the "Extension Period") by delivering notice to Seller of its need to such extension prior to the expiration of the Inspection Period. The earnest money shall be non-refundable at the expiration of the sixty day Feasibility Period.

4. Use. Purchaser represents to Seller that the Property shall be used for the construction and operation of a warehouse and distribution facility (the "Use").
5. Condemnation. If all or any part of the Property shall be condemned by governmental or other lawful authority prior to Closing, Purchaser shall have the option, by giving notice of its election to Seller before the Closing Date, either of: (i) completing this transaction, in which event (a) there shall be no reduction of the Purchase Price, (b) Seller shall have no duty to repair or restore, (c) Seller shall pay to Purchaser all condemnation proceeds theretofore or thereafter received by Seller with respect to such condemnation, (d) Seller shall assign to Purchaser all rights of Seller in and to such condemnation proceeds, and (e) Seller shall furnish to Purchaser such documents, cooperation and assistance as Purchaser requires to enforce the rights of Seller with respect thereto; or (iii) terminating this Agreement, in which event the Earnest Money shall immediately be returned to Purchaser and neither party shall have any further obligation to the other hereunder.
6. Real Estate Taxes and Assessments. All general real estate taxes levied against the Property (collectively, "Taxes") shall be prorated between Seller and Purchaser as of the Closing Date. Seller if owed by it shall pay the second half of the 2021 real estate taxes due on August 31, 2021. The 2022 real estate taxes shall be pro-rated at the date of closing. All Taxes first becoming delinquent the years prior to the year of Closing shall be paid by Seller and all Taxes first becoming delinquent in all years after the year of Closing shall be paid by Purchaser.
7. Closing. Subject to the requirement that all of the Conditions have been satisfied or waived by the parties, and this Agreement has not been terminated by either party in accordance with the provisions herein set forth, the closing of the purchase and sale of the Property hereunder, (the "Closing") shall be through an escrow with the Title Company and shall occur within five (5) business days of the satisfaction or waiver of all Conditions. Seller and purchaser contemplate the closing shall be around October 15, 2022 unless Purchaser exercises its right to

extend the due diligence period.

a. Seller's Closing Deliveries. On or before the Closing Date, Seller shall deliver or cause to be delivered to the Title Company the following:

- i. A General Warranty Deed transferring the Property free and clear of all liens and encumbrances other than the Permitted Exceptions.
- ii. Approval by the City of York, Nebraska City Council of the property and compliance with all public notice of sale requirements.
- iii. Such instruments and documents relating to the organization, existence and authority of Seller as the Title Company shall require.
- iv. Such other documents, instruments, certificates and assurances as shall be required by the provisions of this Agreement.
- v. Seller's closing statement, duly executed.

b. Purchaser's Closing Deliveries. On or before the Closing Date, Purchaser shall deliver or cause to be delivered to the Title Company the following:

- i. By deposit of cash, certified check or wire transfer of funds to the Title Company's escrow account, an amount equal to the balance of the Purchase Price due at Closing, adjusted as herein provided, as shown on Purchaser's closing statement.
- ii. Such instruments and documents relating to the organization, existence and authority of Purchaser as the Title Company shall require.
- iii. Such other documents, instruments, certificates and assurances as shall be required by the provisions of this Agreement.
- iv. Purchaser's closing statement, duly executed.

c. Closing Costs and Expenses. All costs and expenses of Closing the purchase and sale of the Property shall be borne and paid at Closing unless otherwise stated herein. In addition to costs and expenses referenced elsewhere in this Agreement, Purchaser shall pay the escrow/closing fee of the Title Company, and the recording costs. Seller shall pay the documentary transfer taxes.

8. Default and Remedies.

a. In the event Purchaser fails to comply with any or all of the obligations, covenants, warranties or agreements to be performed, honored or observed by Purchaser under and pursuant to the terms and provisions of this Agreement and such default is not cured within ten (10) days after notice thereof from Seller (other than Purchaser's failure to tender the Purchase Price at Closing, a default for which no notice is required), then Seller may terminate this Agreement and retain the Earnest Money as liquidated damages.

b. In the event Seller fails to comply with any or all of the obligations, covenants, warranties or agreements to be performed, honored or observed by Seller under and pursuant to the terms and provisions of this Agreement, and such default is not cured within ten (10) days after notice thereof from Purchaser, then Purchaser may terminate this Agreement, in which event the Earnest Money shall immediately be refunded to Purchaser.

c. The failure of either party to act upon a default of the other in any of the terms, conditions or obligations under this Agreement shall not be deemed a waiver of any subsequent breach or default under the terms, conditions or obligations hereof by such defaulting party.

9. Indemnity. Seller agrees, at its sole cost and expense, to indemnify, defend and hold harmless Buyer, its directors, officers, members, assigns and successors, from any loss, cost, damage, liability, fines, or expenses incurred or sustained by Buyer arising or resulting from any failure of Seller to comply with applicable state or federal environmental laws, and/or the existence of any hazardous substances, pollutants or contaminants on the Property, whether known or unknown.

10. Notices. All notices, consents and other communications herein required or which either party desire to give to the other ("Notices") shall be in writing and personally delivered or sent by registered or certified mail or by overnight delivery service, postage prepaid, return receipt requested and shall be mailed to the parties at the respective addresses as provided below:

If to Seller: Dr. Sue Crawford
 York City Administrator
 101 E. 4th Street
 York, NE 68467
 Phone: (402) 363-2600
 E-mail: scrawford@cityofyork.net

If to Purchaser: Emily Schmitt
Sukup Manufacturing Co.
1555 255th Street
Sheffield, IA 50475
Phone: (641) 892-4222
E-mail: eschmitt@sukup.com

All Notices shall be effective upon being deposited in the United States mail or delivered to the overnight courier or sent by e-mail in the manner prescribed above; however, the time period in which a response to any such Notice must be given shall commence to run from the date of receipt by the addressee thereof as shown on the return or courier receipt of the Notice or written twenty-four (24) hours of the e-mail being sent. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver.

11. Miscellaneous Provisions. This Agreement shall be construed under and in accordance with the laws of the State of Nebraska. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. If any term, provision or condition contained in this Agreement shall, in any extent, be held to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement constitutes the sole and only agreement of the parties hereto and supercedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This Agreement cannot be amended or modified except by written agreement signed by Purchaser and Seller.

12. Brokerage. Each party represents and warrants to the other party that neither it nor its agents or representatives have engaged or dealt with any broker, agent or finder with respect to the transaction contemplated herein and each party agrees to indemnify and hold harmless the other party from any and all claims, costs, liabilities and expenses (including court costs and reasonable attorney fees) incurred by the other party as a result of its breach of its representation and warranty hereunder.

13. Purchaser's Inspections. Purchasers, counsel, agents, and other representatives shall have full and continuing access to the property and all parts thereof, as well as to all other paper and documents of Seller that relate to the title, physical condition, development and

operation of the Property. Purchaser and its agents and representatives shall also have the right to enter upon the Property after the execution of this Agreement provided it has prearranged with Seller for said entry for any purpose whatsoever, including inspection, surveying, engineering, test boring, performance of environmental test including any Phase I environmental assessment and geotechnical reports and such other work as Purchaser shall consider appropriate and shall have the further right to make such inquiries of governmental agencies, utility companies, etc. and make such feasibility studies and analysis as it considers appropriate (collectively the "Inspections").

14. Representations, Warranties and Covenants of Seller. In order to induce Purchaser to enter into this Agreement and purchase the Property, Seller hereby represents, warrants and covenants to Purchaser:

- a. Seller has full power and authority to enter into and perform this Agreement in accordance with its terms;
- b. The individuals executing this Agreement on behalf of Seller are authorized to do so and, upon execution hereof, this Agreement shall be binding upon and enforceable against Seller;
- c. There is no actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or similar proceedings) affecting the Property.
- d. Seller is not a "foreign person" under Section 1445 of the Internal Revenue Code of 1986 and its regulations;
- e. Except as otherwise set forth in any environmental reports given to Purchaser Seller has no knowledge: That any waste, chemical or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," or "pollutants" under the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq.; the Hazardous Materials Transportation Act 49 U.S.C. §§ 1801 et seq.; the Resource Conservation and Recovery Act 42 U.S.C. §§ 6901, et seq.; The Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; and under similar applicable state laws, ordinances, or regulations relating to the environment, health, and safety (collectively, "Hazardous Materials") are or ever have been located on the Property; or That the Property has ever been used as a disposal site for any Hazardous Materials, and Seller has not received any written notice from any governmental agency, authority of political subdivision thereof that any Hazardous Materials have been used, stored, or disposed of on the Property.
- f. To Seller's knowledge, Property is in compliance with all applicable laws, regulations, ordinances, and rules of any municipal, county, state, federal, or other governmental or quasi-governmental entity having jurisdiction over the same.

- g. Seller has Marketable Fee Simple Title interest to the Property.
- h. The Property will as of the date of closing be free and clear of all liens, security interests, encumbrances, leases or other restrictions or objections to title other than the Permitted Exceptions.
- i. All labor or material which has been furnished to the Property has been fully paid for or will be fully paid for prior to the closing date so that no lien for labor or materials rendered can be asserted against the Property.
- j. There are no management, maintenance or service contracts, licenses purchase agreements, purchase options, rights of first refusal, or other unrecorded agreements affecting the Property.
- k. The Property abuts or has lawful direct access to a public right of way, or has driveway access to a public right of way by private, perpetual, appurtenant, irrevocable easement assignable to Purchaser at closing such as will adequately service Purchaser's proposed improvements and use of the Property. The Property will be serviced by all necessary utilities in order to support Purchaser's proposed use of the Property.
- l. Seller has not received any written notice, order or other written communication from any governmental body having jurisdiction requiring repairs, improvements or alterations to the Property have not been performed, or any violation of any applicable building code, environmental zoning and land use law, or other applicable local, state and federal law and regulations.
- m. The property does not have any wells.

The representations and warranties set forth in this Section 14, shall be continuing and shall be true and correct on as of the closing date with the same force and effect as if made at the time and all such representations, warranties and covenants shall survive closing and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto and shall not merge into Seller's deed being delivered at closing. Seller agrees to indemnify and hold Purchaser harmless from and against and to reimburse Purchaser with respect to any and all claims, demands, causes of action, loss, damage, liabilities, and costs (including attorney's fees and court costs) asserted against or incurred by Purchaser by reason of or arising out of the breach of any representation, warranty or covenant as set forth in this Section 14.

15. "AS IS". Purchaser acknowledges and agrees that the Property is being acquired in its "AS IS" condition. Seller shall not be required to make any changes or alteration to the Property before the date of closing except as provided for in this Agreement.

16. Replat Survey. Seller shall pay the cost to have a replat survey of Lot 2 Cyber Subdivision City of York, York County, NE to divide the property into the North 10 acres being purchased by Purchaser and the remaining property. Seller shall complete the replat survey within Fifty (50) days of the Effective Date and provide the Re-plated legal description and a copy of the filed re-plated survey to the Purchaser as soon as the same is available..

17. Approval by the York, Nebraska City Council. This Purchase Agreement shall be subject to publication and successful passage of the remonstrance as required by law. This Purchase Agreement shall then be subject to approval by the York, Nebraska City Council.

18. Utilities. This Purchase Agreement shall be subject to the Seller, the City of York, Nebraska, and the electrical and gas company servicing the City of York, Nebraska provide at no cost to the Purchaser the installation of water, sewer, electricity, and gas lines to the property line of the property being acquired by the Purchaser.

19. Assignment by Buyer. Buyer shall have the right to assign performance of the Agreement to a third party purchaser(s) some of whose members will be stockholders of Sukup Manufacturing Co. The third party purchaser(s) shall be required to assume and hold Buyer harmless for performance of the Agreement. Buyer shall not be released from liability for performance by the Seller if the third party purchaser(s) fail to complete performance of the Agreement in accordance with its terms.

20. Purchaser has executed this Agreement and delivered same to Seller with the intention that it be considered an offer to purchase. If Seller fails to have approval by the City of York, Nebraska City Council and execution of this Purchase Agreement by July 20, 2022 at 5:00 p.m. this Agreement and Purchaser's offer to purchase contained herein shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

Seller

Purchaser

City of York, Nebraska

Sukup Manufacturing Co.

By: Mayor Barry Redfern

By: Steven E. Sukup, President

EXHIBIT A - Legal Description of the Property - to be obtained

Legal Description to be shown on the Title Commitment - to be obtained.