

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, November 3, 2022
5:30 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 October 27, 2022
3. Pledge of Allegiance
4. Roll Call
5. Minutes of October 26, 2022
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$2,408.85
7. Claims for the period of October 21, 2022 through November 3, 2022
8. City Administrator Report
9. Annual Report of the Parks & Rec Department
10. Consider approval of an estimate from Sargent Drilling for Well #97-2 Liner Installation in the amount of \$144,702.00
11. Consider approval of a quote with Electric Pump for two Flygt Pumps in the amount of \$33,676.00
12. Consider approval of the amended interlocal agreement between the Upper Big Blue NRD and the City of York for Project Grow for a five (5) years period with an end date of December 31, 2027.
13. Consider approval of Resolution 2022-21 - The City of York will serve as the lead applicant for the Creative District application and, if awarded, will serve as the District

Administrator

14. Consider approval of Resolution 2022-22 - to authorize the Mayor to sign the Year-End Certification of the City Street Superintendent completed forms
15. Discuss possible regulation of metal buildings in residential areas.
 - Should there be restrictions on metal residential buildings in residential areas in York?
- 16.
17. Public Hearing for the creation of a clean energy assessment district:
 - 17.1. Ordinance No. 2345 - To create a clean energy assessment district; to provide for financing, administration and collections; to promote energy efficiency improvements and renewable energy systems
 - 17.1.1. Consider suspending the rules for Ordinance No. 2345
 - 17.1.2. Passage of Ordinance No. 2345
18. Consider going into closed session to discuss potential real estate purchase.
19. Adjournment

REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
October 26, 2022
5:30 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 5:30 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.

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

Notice of this meeting was given in advance thereof by publication in the York News Times on October 15, 2022, the City's designated method for giving notice, a copy of the proof of publication being attached to these minutes. Notice of this meeting was given to the Mayor and all members of the City Council and a copy of their acknowledgment and receipt of notice and the agenda is attached to these minutes. Availability of the agenda was communicated in advance notice to the Mayor and City Council for this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Minutes

Motion to approve the minutes of the October 20, 2022 meeting. Ayes with a motion by Jeff Pieper and a second by Tony North. Sheila Hubbard: Absent, Christi Lones: Absent, Matt Wagner: Absent, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Tony North: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea.

Movers Permit – 4th Street

The Mayor announced this was the time and place for the public hearing regarding the movers permit. Brandon Skelton, requester of the movers permit, told the Council he was planning to move the house from the south side of Fourth Street to the north side of Fourth Street. Dan Aude, Asset Manager, shared that all aspects of this project had been discussed and that Mr. Skelton has agreed to complete all requirements for the moving of this house.

Motion to approve the movers permit filed by Brandon Skelton to move a house from 715 W. 4th Street to 806 W. 4th Street. Ayes with a motion by Jeff Pieper and a second by Jerry Wilkinson. Sheila Hubbard: Absent, Christi Lones: Absent, Matt Wagner: Absent, Scott Van Esch: Yea, Jennifer Sheppard: Yea, Tony North: Yea, Jerry Wilkinson: Yea, Jeff Pieper: Yea.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 5:34 o'clock p.m.

Amanda Ring, City Clerk

Barry Redfern, Mayor

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00001	CITY OF YORK - WATER DEPT	1	24,427.43	N		
01-00010	GALE	2	89.23	N		
01-00090	THE HOME DEPOT PRO	2	828.36	N		
01-00110	MATHESON TRI-GAS	1	103.18	N		
01-00120	JACKSON SERVICES INC	11	695.91	N		
01-00150	MISSIONSQUARE RETIREMENT	2	667.40	N		
01-00200	NEBRASKA MACHINERY CO	6	17,579.21	N		
01-00290	NORTH PRINTING & OFFICE S	9	2,408.85	N		
01-00300	BLACK HILLS ENERGY	11	4,095.74	N		
01-00340	BOUND TREE MEDICAL LLC	4	622.68	N		
01-00360	CITY OF YORK	4	31,245.99	N		
01-00510	FEDEX	1	77.00	N		
01-00540	GLOBAL TECH, INC.	8	4,993.85	N		
01-00640	NEBRASKA PUBLIC POWER DIS	2	8,321.54	N		
01-00650	NE LAW ENFORCEMENT TRAIN	1	175.00	N		
01-00710	OVERLAND SAND & GRAVEL	8	6,094.40	N		
01-00740	TK ELEVATOR CORP	1	224.52	N		
01-00800	BURST, LLC	44	1,572.99	N		
01-00911	CORNERSTONE INS GROUP	1	50.00	N		
01-00960	GRAINGER	2	162.98	N		
01-01090	BAKER & TAYLOR, INC	5	677.20	N		
01-0127	RANDAL R HALL	1	175.00	N		
01-01290	GRAND CENTRAL FOODS, INC.	9	38.11	N		
01-01330	JLC, INCORPORATED	11	118,904.91	N		
01-01350	PROTEX CENTRAL INC.	1	321.50	N		
01-01390	AFLAC	4	658.26	N		
01-01420	NE CHILD SUPPORT PAYMENT	1	218.78	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-0145	ANTHONY BESTWICK	1	218.87	N			
01-01460	PERENNIAL POWER	1	12,983.51	N			
01-01470	SERVI-TECH LABORATORIES	2	196.00	N			
01-01490	NE DEPT OF REVENUE	2	8,546.84	N			
01-01640	INTERNAL REVENUE SERVICE	4	46,767.57	N			
01-01650	UNION BANK	5	28,269.46	N			
01-01670	FRATERNAL ORDER OF POLICE	2	750.00	N			
01-01750	NEBRASKA PUBLIC HEALTH EN	1	857.00	N			
01-01980	SAHLING KENWORTH INC	1	955.91	N			
01-02040	YORK NEWS-TIMES	1	160.99	N			
01-02080	TYLER TECHNOLOGIES - INCO	1	898.00	N			
01-02200	JACK'S UNIFORMS & EQUIP	1	943.09	N			
01-02230	MCCORMICK HEATING & AC	3	30,855.28	N			
01-02250	MILLER SEED & SUPPLY CO	8	2,344.45	N			
01-02530	PEPSI COLA OF LINCOLN/ TO	1	171.50	N			
01-02560	CITYSERVICEVALCON LLC	5	40,682.49	N			
01-02590	ADOPT A PET	1	3,333.34	N			
01-02620	LEAGUE OF NEBRASKA MUNICI	1	2,160.00	N			
01-02650	O'REILLY AUTO PARTS	1	11.24	N			
01-0268	KENNETH EKELEK	1	100.00	N			
01-02790	SOUTHEAST COMM COLLEGE	1	197.00	N			
01-03240	YORK COUNTY DEVELOPMENT C	1	8,333.34	N			
01-03260	HOMETOWN LEASING	4	356.60	N			
01-03590	PENNER'S TIRE & AUTO	3	246.85	N			
01-03930	YORK CHAMBER OF COMMERCE	1	2,500.00	N			
01-04190	YORK ANIMAL CLINIC	1	45.00	N			
01-04670	THE POLICE OFFICERS' ASSO	1	360.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-05310	SAPP BROTHERS PETROLEUM,	2	6,920.78	N			
01-05370	M & O METALS, INC	1	646.75	N			
01-06160	DELL MARKETING L.P.	1	1,479.67	N			
01-06400	MATT LEIF	1	100.00	N			
01-06410	CASH-WA DISTRIBUTING	1	82.69	N			
01-07740	MOTOROLA	1	9,983.38	N			
01-08400	CREDIT MANAGEMENT SERVICE	1	36.79	N			
01-09090	WINDSTREAM	4	1,036.12	N			
01-09110	HY-TEC AUTO SERVICE	2	533.01	N			
01-09870	NEBRASKA NOTARY ASSOCIATI	1	30.00	N			
01-1	MISCELLANEOUS VENDOR	1	100.00	N			
01-10710	YORK COUNTY SPORTS AUTHOR	1	1,000.00	N			
01-10840	TOTAL ADMINISTRATIVE SERV	2	2,986.52	N			
01-11190	MEAD LUMBER & RENTAL	2	90.11	N			
01-11220	PAUL DAVIS RESTORATION &	1	110.00	N			
01-11270	ORIENTAL TRADING CO INC	1	84.96	N			
01-11450	HEIDI GREGG	1	37.96	N			
01-14410	LINCOLN WINWATERWORKS	5	6,011.42	N			
01-14470	FARMERS COOPERATIVE	3	946.00	N			
01-14850	CHEREE FOLTS	1	40.00	N			
01-14880	ALFRED BENESCH & CO	3	19,659.23	N			
01-15900	ARAMARK UNIFORM SERVICE	2	199.11	N			
01-15930	STERICYCLE INC	1	417.80	N			
01-15980	HDR ENGINEERING INC	1	3,618.57	N			
01-16490	LIBRARY JOURNAL	1	129.99	N			
01-16900	AQUA-CHEM INC	1	1,601.55	N			
01-17020	CONSOLIDATED MANAGEMENT C	1	800.05	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-17430	BIBLIONIX	1	4,230.00	Y		
01-17960	WILLIAM LUNDY	1	85.00	Y		
01-18410	REGIONAL CARE INC	1	35,406.26	N		
01-19590	COLONIAL LIFE	4	766.76	N		
01-19600	AMERITAS	4	771.40	N		
01-00570	SUMMIT FIRE PROTECTION	1	193.65	N		
01-20490	NEBRASKA STATETREASURER'	1	241.72	N		
01-20750	MARLOWE WALL	1	100.00	N		
01-21320	CULLIGAN	1	47.00	N		
01-21730	HERB'S WINDOWSERVICE	1	841.50	Y		
01-22100	SLACK AUTO SUPPLY LLC	2	43.32	N		
01-22670	NATIONWIDE INS	4	470.00	N		
01-22700	SPECTRUM BUSINESS	1	1,059.09	N		
01-22790	SITE ONE LANDSCAPE SUPPLY	1	674.62	N		
01-23800	KUCERA PAINTING INC.	1	16,803.00	N		
01-23820	MACQUEEN EMERGENCY GROUP	1	5,279.39	N		
01-23980	BARB BOWMAN	1	90.00	N		
01-23990	BILL WILLIAMSEN	1	100.00	N		
01-24740	TOPKOTE INC	1	46,907.60	N		
01-25080	DEARBORN NATIONAL-VOLFIR	2	342.00	N		
01-25370	BRANDON LAMBERT	1	61.67	N		
01-25650	CARDMEMBER SERVICE	2	17,916.57	N		
01-25740	TRITECH SOFTWARE SYSTEMS	1	459.90	N		
01-26010	SOARIN GROUP	1	826.50	N		
01-26230	BRANDT CARPET & TILE	1	1,639.80	N		
01-26290	THE BPAD GROUP INC	1	90.00	N		
01-27210	MIDWEST AUTO PARTS INC.	3	651.20	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-27220	MATTHEW FRANKEN	1	400.00	Y			
01-27330	RENEWED HORIZON	1	100.00	N			
01-27480	BRIAN ROWE	1	900.00	Y			
01-27490	SUE CRAWFORD	2	212.75	N			
01-28000	FRANK BILLINGTON	1	165.29	N			
01-28230	STANDARD INS CO	1	2,806.92	N			
01-28380	FREEDOMREPAIR & MOTORSP	1	1,252.78	N			
01-28540	AMAZON BUSINESS	5	118.68	N			
01-28740	AARON ALVAREZ	1	75.00	N			
01-29560	AB CREATIVE	1	4,642.00	N			
01-29570	BLT RENTALS LLC	1	8,977.50	N			
01-29580	CARSTON STAEHR	1	100.00	N			
01-29590	ASSA ABLOY ENTRANCE SYSTE	1	643.50	N			
01-29600	SCHOOL LIBRARY JOURNAL	1	119.99	N			
01-28330	FACILITY ADVOCATES	1	12,225.00				
*** REPORT TOTALS ***		309	646,194.17				
		Payroll	158,066.59				
		Total	804,260.76				

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	: 10/21/2022 THRU 11/03/2022	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

York Parks and Recreation

FACT SHEET 2021-2022

Auditorium

1057 rentals

Was the home of the Parks and Recreation Department Oct 1, 2021- March 29, 2022

Ballpark Complex

League Play: 34 teams | 176 batting cages | 670 practices | 320 games

10 Tournaments: 483 teams | 155 fields | 24 days | 907 games

RV/Camper spots were added | 56 reservations

Community Center (March 30-September 30)

1066 rentals | 14,969 member check-ins | 3,594 memberships | 6,703 members

2 Adult Programs | 6,195 Adult Participants

70 Youth Programs | 9,798 Youth Participants

Added Fun City

Family Aquatic Center

Attendance of 16,988 people

8,527 member check-ins | 552 memberships sold | 8,461 non-members

Parks

Field Usage: 217 practices / games | Picnic Shelters: 115

Tot -Playground added to East Hill Park

Peyton Parker Lane Playground added to Mincks Park

Picnic shelter added to Miller Park

Splash Pad added to Harrison Park

Fun Facts

1,553 Community Center memberships were sold between March 30-April 30, 2022

Complex concessions sold 46,989 items - most was water at 5,865

Family Aquatic Center concessions sold 15,809 items - most was slushies at 1,737



PO Box 367
846 S 13th St.
Geneva, NE 68361

Toll Free: 888-496-3902
Phone: 402-759-3902
Fax: 402-759-4960

*Providing Complete Municipal, Industrial and Agricultural
Pump and Well Service*

October 25, 2022

City of York
1102 Rd O
York, NE 68467

RE: Estimate for Well #97-2 Liner Installation

Mobilization of liner equipment
Labor to pull and set existing pumping equipment
Labor to bail well
65'- 14" stainless steel screen
320'- 14" SDR17 PVC casing
Stabilizers
Gravel pack
Bentonite seal
Grout seal
Develop and test pump
Disinfection
Labor to install liner
Engineering fees
NHHS review fee
Bowl assembly

Liner Total (includes applicable sales tax)

\$144,702.00

Please call with any questions.

Thank You,

A handwritten signature in black ink, appearing to read 'Doug Yantzie'.

Doug Yantzie,
Municipal Manager

DY/ah

Quote is good for 5 days



QUOTATION

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0147032
QUOTE DATE: 4/27/2022
EXPIRE DATE: 5/27/2022

SALESPERSON: JIM D.GRAY
CUSTOMER NO: 3625844
QUOTED BY: MJU
MARQUITA

QUOTED TO:
CITY OF YORK WWTP
814 EAST NOBES ROAD
PO BOX 507
YORK, NE 68467

JOB LOCATION:
CITY OF YORK WWTP
814 EAST NOBES ROAD
PO BOX 507
YORK, NE 68467

CONFIRM TO:
CHRIS

***** QUOTE ORDER - DO NOT PAY *****

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS			
CHRIS	BESTWAY	ORIGIN	Net 30 Days			
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
CHRIS, PLEASE FIND BELOW OUR OFFER ON TWO FLYGT PUMPS PER YOUR CONVERSATION WITH JIM AND SETH						
0031270600275	EACH	2.00	0.00	0.00	16,104.00	32,208.00
		NP248-3 11/460/3 50' FLS FV				
1400000407129	EACH	2.00	0.00	0.00	719.00	1,438.00
		MINI-CASII/FUS 120/24VAC,24VDC				
SR3P-06	EACH	2.00	0.00	0.00	15.00	30.00
		IDEC 11 PIN SOCKET				

DELIVERY IS APPROX 10 - 12 WEEKS AFTER RECEIPT OF ORDER.
FREIGHT IS NOT INCLUDED IN ABOVE PRICES.

mutter@electricpump.com
THANK YOU, MARQUITA UTTER

All return goods must have written approval from Electric Pump, Inc. before returning. Credit will not be issued without written approval and if applicable there will be a Restock Fee.

Net Order:	33,676.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	33,676.00

ABOVE PRICING EFFECTIVE FOR 30 DAYS

AMENDED INTERLOCAL AGREEMENT
BETWEEN THE UPPER BIG BLUE NATURAL RESOURCES DISTRICT
AND THE CITY OF YORK

THIS INTERLOCAL AGREEMENT, hereafter referred to as AGREEMENT, is made and entered in to by and between the Upper Big Blue Natural Resources District, a Political Subdivision of the State of Nebraska, organized and existing by virtue of Neb. Rev. Stat. 2-3201, et. seq., hereafter referred to as the DISTRICT, and the City of York, Nebraska, a municipality and city of the First Class located within the boundaries of the DISTRICT, hereafter referred to as the CITY, these parties being hereafter referred to collectively as PARTICIPANTS.

RECITALS

- A. WHEREAS, Alt. XV, § 8, Neb. Const. and Neb. Rev. Stat. §§ 13-801 to 13-827 authorize any two or more public agencies, which include natural resources districts and municipalities, to enter into agreement with one another for joint or cooperative action that may require the exercise of powers, privileges, or authorities that have been granted to such public agencies to conduct such joint or cooperative actions as may be specified or required by agreement, and

WHEREAS, the PARTICIPANTS desire to continue to cooperate for the purpose of a special project by planting cover & rotational crops, berry shrubs, a business-sponsored community garden, and a pollinator habitat within the city wellfield acreage, located at; NE ¼ EXC IRR TR #31 5-10-2 100.56 AC and SW ¼ 33-11-2 160 AC, minus the pasture ground.

- B. this work hereafter referred to as the PROJECT. The goals are to improve soil health, erosion control, non-leaching of nitrogen into the water table, and increasing water holding capacity in the soil, all culminating to protect York's water quality at the wellfield, and
- C. WHEREAS, the DISTRICT desires to continue to act as the LEAD AGENCY and PROJECT CO-SPONSOR for the purpose of PROJECT administration, applying for grants, overseeing planning & design, and operation, and
- D. WHEREAS, the CITY desires to continue to participate by providing the land needed for the PROJECT, funding the costs associated to farming, retaining the income, and consulting with the DISTRICT on PROJECT activities, and
- E. WHEREAS, the PARTICIPANTS, pursuant to provisions of the NEBRASKA Interlocal Cooperation Act (13-804), desire to enter in to this AGREEMENT for joint or cooperative action for the purpose of implementing the PROJECT,

NOW, THEREFORE, in consideration of the above recitals and premises, the PARTICIPANTS agree as follows:

ARTICLE I
OBJECTIVES AND PURPOSES

Section 1.01 The objectives and purposes of this AGREEMENT are to exercise the powers, duties, and obligations of the PARTICIPANTS for the purpose of implementing the PROJECT.

ARTICLE II
TERM OF AGREEMENT

Section 2.01 This AGREEMENT will continue for the five (5) year life of the PROJECT, ending on December 31, 2027.

Section 2.02 This AGREEMENT cannot be extended or terminated prior to December 31, 2027 without the written & signed consent of the governing bodies of the PARTICIPANTS.

ARTICLE III
RESPONSIBILITIES OF THE DISTRICT

Section 3.01 The DISTRICT agrees to oversee the day-to-day PROJECT activities, including direction of farming decisions; community garden & pollinator habitat implementation; educational & promotional activities; and seeking of grant funding opportunities.

ARTICLE IV
RESPONSIBILITIES OF THE CITY

Section 4.01 The CITY agrees to act as PROJECT CO-SPONSOR by funding the cost of farming inputs, including custom planting & harvesting operations, continuation of water supply needed for the community garden, and consultation with the DISTRICT.

ARTICLE V
MUTUAL AGREEMENT

Section 5.01 Each party agrees to indemnify and hold harmless the other party for any claim, judgment, loss or liability caused by the negligence of the party.

ARTICLE VI
POWERS

Section 6.01 The PARTICIPANTS understand and agree that this AGREEMENT is not intended to, nor does it, create a partnership, joint venture or any other type of similar relationship which may give rise to joint and several liability.

ARTICLE VII
AMENDMENTS

Section 7.01 This AGREEMENT can be amended by either PARTICIPANT if such amendment is adopted by the governing bodies of both PARTICIPANTS.

Section 7.02 Any PARTICIPANT may propose an amendment to this AGREEMENT by filing such proposed amendment with the other PARTICIPANT. No amendment shall, directly or indirectly, affect or impair any contracts or agreements agreed upon in writing prior to the effective date of such amendment. Any amendment to this AGREEMENT will become effective as and when each amendment is executed by both PARTICIPANTS.

ARTICLE VIII
EXECUTION

This AGREEMENT is hereby executed by the PARTICIPANTS, in duplicate, each to be considered an original, with the understanding that the AGREEMENT becomes effective as and when the AGREEMENT is executed by both PARTICIPANTS. The PARTICIPANTS shall be bound to the same extent and purpose as if both PARTICIPANTS had simultaneously joined in the execution of a single master copy.

IN WITNESS WHEREOF, each of the PARTICIPANTS has caused this AGREEMENT to be executed by its duly authorized officer as of the date shown below.

UPPER BIG BLUE NATURAL RESOURCES DISTRICT

By:  Dated Oct 20, 2022
Board Chairman

CITY OF YORK, NEBRASKA

By: _____ Dated _____, 2022
Mayor

ATTEST: _____ Dated _____, 2022
City Administrator

Resolution 2022-21

District Administration and Lead Applicant for Creative District Designation

WHEREAS: The Nebraska Creative District Program utilizes the arts as an economic driver to support communities in Nebraska by telling their stories and elevating the value of the arts; and

WHEREAS: Creative Districts provide significant economic impact by creating purposeful spaces like art galleries, theatres, and music venues, attracting employees and businesses; and

WHEREAS: The program's flexibility means that it can be adapted to any size community, in any location; and

WHEREAS: Substantial state dollars have been allocated to communities that have certified Creative District Status; and

WHEREAS: The City of York excels in the performing arts, including one of the longest running community theaters that engages people of all ages in writing and performing; the York Public School district fine arts program that excels in multiple performing arts categories; and York University outstanding artists and students who provide multiple performing arts events each year; and

WHEREAS: Dr. Clark Roush, Endowed Chair of Performing Arts from York University, has volunteered to write the application for the City of York; and

WHEREAS: The program involves partnerships with other nonprofits in the community.

THEREFORE: Be it resolved by the City of York City Council that the City of York will serve as the lead applicant for the Creative District application and, if awarded, will serve as the District Administrator.

Passed and approved this _____ day of _____, 2022.

Barry Redfern, Mayor

Attest:

Amanda Ring, City Clerk



York City Administrator
100 E. 4th St.
York, NE 68467
Phone: (402) 362-2600

YORK PROPERTY ASSESSED CLEAN ENERGY ("P.A.C.E.") PROJECT APPLICATION

PROJECT INFORMATION:

Name of Project: _____

City where the project is located: _____

County where the project is located: _____

Date final application submitted: _____

PROPERTY OWNER INFORMATION: *(Attach a separate sheet if there are multiple owners.)*

Legal Name of Property Owner: _____

Tax ID number (FEIN or SSN): _____

Property Owner Point of Contact: _____

Address: _____ City/State/Zip: _____

Phone Number: _____ Email: _____

APPLICANT INFORMATION: *(if different from property owner)*

Name of Applicant/Contact Person: _____

Address: _____ City/State/Zip: _____

Phone Number: _____ Email: _____

PROPERTY INFORMATION:

Address: _____ City/State/Zip: _____

Property type: _____

Tax key number (APN#): _____

Assessed property value: \$ _____

PROJECT DETAILS: Please use the tables presented below. Submit a separate sheet if necessary.

Measure No.	Description/Specification of Energy/ Water Measure
1	
2	
3	
4	
5	
6	

Note: Energy & water savings should be over term of financing period rather than useful life, unless useful life is less than the term.

Measure No.	Estimated Useful Life (yrs.)	Construction Costs/Bids	Year 1 Energy & Water Savings	Year 1 Maintenance & Operational Savings	Over Term Energy & Water Savings (specify % growth/yr.)	Over Term Maintenance & Operational Savings (specify % growth/yr.)	Over Term Total Savings (Energy + O&M)
1							
2							
3							
4							
5							
6							
Estimated total energy savings (in kBtu, kwk, or therms)							
Estimated total water savings (in gal.)							
On-site renewable capacity (in kW)							
Expected \$ amount of utility incentives, rebates, solar tax credits, other benefits. (please specify which)							
Name, credentials, contact info of agent determining energy and water savings.							

Total costs of improvements/measures	
Name of General Contractor firm licensed in NE & bonded? Yes/No	
Optional: Energy Subcontractors (if any) (after name, indicate if licensed and bonded)	
Projected jobs created by PACE Project and Project Environmental Benefits	

FINANCING DETAILS:

PACE capital provider	
PACE consultant (if any)	
Estimated Total PACE Loan Amount	
Proposed PACE term (in yrs.)	
Proposed interest rate and any fees	
Annual assessment amount	
PACE administrative fee	
Financing closing date (est.)	

MOTRGAGE & LIEN HOLDER INFORMATION:

Signed mortgage or lien holder consent required. (Attach additional pages if more than one mortgage or lien holder)

Financial Institution Name: _____

Financial Institution Point of Contact: _____

Address: _____ City/State/Zip: _____

Phone Number: _____ Email: _____

APPROVAL CRITERIA:

Please mark all that apply. Note: property owner refers to the legal entity that owns the property.

- Applicant owns the property where the project will be located.
- Proposed improvements will be affixed to the property.
- The property owner has sufficient resources to complete the project.
- There are no delinquent ad valorem taxes for this property.
- There are no delinquent personal property taxes for this property.
- There are no delinquent special assessments for this property.
- There are no overdue or delinquent water or sewer charges for this property.
- There are no involuntary liens, including but not limited to constructions liens for this property.
- There are no notices of default pursuant to any mortgage or deed of trust related to this property.
- The property owner has not declared bankruptcy in the last 5 years.
- The property owner is solvent and has no significant pending legal action.
- The property owner understands that the estimated economic benefit, including, but not limited to, energy cost savings, maintenance cost savings, and other property operating savings expected from the energy project during the financing period, is equal to or greater than the principal cost of the energy project.
- The property owner is duly organized, validly existing and in good standing in the state of its organization, with authority to do business under the laws of the State of Nebraska.
- All owners of the property are aware of and approve the project.
- The property owner has obtained an acknowledged and verified written consent and subordination agreement executed by each mortgage holder or trust deed beneficiary stating that the mortgagee or beneficiary consents to the imposition of the annual assessment and that the priority of the mortgage or trust deed is subordinated.
- The property owner possesses all legal authority necessary to execute all project documents.
- All required permits, consents, approvals, and authorizations in connection with the project have been obtained or will be obtained.

If any of these criteria are not met, please attach an explanation.

REQUIRED APPLICATION DOCUMENTS AND INFORMATION CHECKLIST:

The following documents and information are needed at time of application submission to obtain approval for funding through PACE.

- Applicant name and contact information, including property owner and developer.*
- Project location and legal description.*
- Identification of contractor or supplier, including anticipated PACE contractor.*
- A copy of the approved bid for the energy efficiency project (attach signed bid/estimate).
- Project description.*
- Total project cost.*
- Description of proposed improvements.*
- Description of energy efficiency project to be financed.*
- Amount of requested assessment.*
- Interest rate on the PACE assessments and any required fees.*
- Term of assessment.*
- Estimated savings.*
- Title report showing any mortgage or lien holders. (attach title report)
- Lender consent. (attach consent document)
- Projected jobs created by PACE project.*
- Projected environmental benefits.*
- Energy audit report (attach engineer's report identifying qualifying energy and water conservation measures, energy and water conservation cost savings, maintenance cost savings, and other property operating savings expected from the energy and water conservation project).
- Funding source.*
- Assessment contract.
- Completed application or attachments with required information.

****included on the application form or as attachment.***

TAX INCREMENT FINANCING (TIF) INFORMATION:

Is TIF in place for this project or is an application for TIF forthcoming? YES NO

If yes, provide details, including the estimated amount of TIF support requested or to be requested:

SUBMISSION INSTRUCTIONS:

We strongly recommend submitting data electronically. Please submit this application and necessary documents to tgibbons@papillion.org. The mailing address is located on the first page of this application.

APPROVAL PROCESS:

An application is reviewed by the Papillion and Omaha Planning Department staffs, and is then approved or denied by the Papillion City Council. Approval timeline does not begin until a full application is received by PACE.

PROPERTY OWNER SIGNATURE:

To the best of my knowledge, the statements made above are complete, true, and accurate. I hereby certify that I am authorized to submit this application and affix my signature below. I recognize that submission of this application does not guarantee approval for funding.

Signature

Title

Printed name

Date

ASSESSMENT CONTRACT

THIS ASSESSMENT CONTRACT (this "Contract"), is made and entered into this day of _____, 20____ (the "Effective Date") by and among the City of York, a political subdivision and city of the first class of the State of Nebraska ("City"), _____, a _____ ("Lender"), and _____, a _____ ("Property Owner"), and is made a part of that certain Construction Loan Agreement dated as of the same date made by and between Lender and Property Owner, such Construction Loan Agreement hereafter referred to as the "Loan Agreement."

WITNESSETH:

WHEREAS, Property Owner is the owner of the subject real property located in York County, Nebraska, referred to herein as the "Property" and described on Exhibit "A" attached;

WHEREAS, the City has adopted Ordinance No. _____ (the "Ordinance"), an ordinance to enable the City to create a clean energy assessment district pursuant to Nebraska Revised Statute Sections 13-3201 to 13-3211, as amended from time to time, and known as the "Property Assessment Clean Energy Act," (the "Act");

WHEREAS, Property Owner has obtained the written consent of all persons or entities that currently hold mortgage liens or deeds of trust on the Property, if any, to the Loan, as herein defined, and to this Contract;

WHEREAS, Property Owner intends to make energy efficiency improvements (as such term is used in Neb. Rev. Stat. §13-3203(3) of the Act) at the Property, as described on Exhibit "B " attached hereto (the "Project"), which shall include a description of the energy project, including the estimated cost of the energy project and a description of the estimated savings prepared in accordance with standards acceptable to the City;

WHEREAS, Property Owner shall provide a mechanism for verifying the final costs of the energy project upon its completion; and ensuring that any amounts advanced, financed, or otherwise paid by the City toward the costs of the energy project will not exceed the final cost of the energy project;

WHEREAS, Lender has agreed to make a loan to Property Owner in the amount of \$_____ (the "Loan"), the proceeds of which will be used to fund the implementation of the Project;

WHEREAS, the City has agreed that when allowed and appropriate under the Act, it will take action to cause the levy of special assessments, record such special assessments as a lien on the Property, and collect or cause the collection of the special assessments, and remit any payments it receives on such special assessments to Lender

to be applied to pay down the Loan, all as more particularly set forth herein;

WHEREAS, City is authorized to enter into this Contract pursuant to the Act.

NOW, THEREFORE, for and in consideration of the making of the Loan and the financing and collection arrangements between Lender, Property Owner and City, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Lender, Property Owner and City agree as follows:

1. Defined Terms. The words and phrases as specifically defined in Neb. Rev. Stat. § 13-3203, as amended, or in the Ordinance shall have their defined meanings. The following capitalized terms used in this Contract shall have the meanings defined or referenced below or in the Recitals above:

"Installment" means the portion of the Loan Amount that is due in a particular year as more fully described in Sections 2 and 5 hereof and shown on Exhibit "C".

"Register of Deeds" means the office of the Register of Deeds for York County.

"Lender Parties" shall have the meaning set forth in Section 12(a) hereof.

"Liabilities" shall have the meaning set forth in Section 11(a) hereof.

"Loan" shall have the meaning set forth in the Recitals above.

"Loan Amount" means, as of any date of computation, the outstanding amount of all principal under the Note, accrued but unpaid interest and any applicable penalties, costs, fees, charges, late payment charges, default interest rate charges, prepayment premiums or administrative expenses related to the Loan, including without limitation, the administrative fees set forth in Section 13 hereof and any and all other administrative fees to be paid to Lender by Property Owner in connection with the Loan.

"Loan Agreement" shall have the meaning set forth in the Preamble above.

"Note" shall have the meaning given such term in the Loan Agreement.

"PACE Special Assessments" means the aggregate amount of all Installments of the Loan Amount, which Installments may be levied as special assessments pursuant to the Act.

"City Parties" shall have the meaning set forth in Section 11(a) hereof.

2. Payments. The Loan Amount shall be payable as a property tax assessment on the Property in scheduled Installments due on the dates shown on the attached Exhibits "C" and "D". The Loan shall bear interest, including default interest, at the rates set forth in the Note and payments shall be due under the Note and the Loan Agreement as more fully described therein and in Section 5 of this Contract, ending upon payment in full of the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note. The amounts of the Installments are based on a Loan Amount as of the date of this Contract of \$ _____. The Loan shall be fully amortized over the term of the Loan, and shall be repaid on the terms set forth in this Contract, the Loan Agreement and the Note. Each year during the term of this Contract, Lender shall supply the City with the amount of the Installment for such year by delivering a completed Lender Installment Certificate in the form attached hereto as Exhibit "D" by or before _____ of each year. Should Lender fail to deliver a Lender Installment Certificate on or before that date for any given year, the Installment shall be presumed to be the same as the Installment for the applicable year as shown on "C", with any surplus or shortfall to be addressed by adjusting the amount of the subsequent year's Installment.

3. Consent to PACE Special Assessments.

(a) By entering into the Contract, the City hereby agrees to enforce the PACE Special Assessments and impose the Installments as special assessments pursuant to the Act. Upon execution of this Contract, the City will cause this Contract to be recorded against the Property in the office of the Register of Deeds. The cost of such recording shall be paid by or collected from the Property Owner.

(b) Property Owner hereby agrees and acknowledges: (i) that Property Owner has received or will receive a special benefit by financing the Project through the City that equals or exceeds the total amount of the PACE Special Assessments (ii) that the Property is subject to the PACE Special Assessments and consents to the levy of the Installments; (iii) that Property Owner shall pay the Installments when due pursuant to the terms set forth in this Contract, the Loan Agreement and the Note; (iv) that Installments of the PACE Special Assessments are a lien on the Property as provided in the Act and the Ordinance.

4. Term. This Contract shall remain in full force and in effect until the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note have been paid in full.

5. Installments.

(a) The aggregate amount of all PACE Special Assessments shall equal the Loan Amount as shown on Exhibit "C" attached and incorporated by this reference.

(b) Property Owner hereby agrees to pay the property tax bills and Installments for the Property during the term of this Contract in a timely fashion so as to avoid any default or delinquency in such payment.

(c) If Property Owner fails to pay all or part of any Installment when due, the parties hereto acknowledge and agree that (i) default interest on the unpaid amounts of the Installments shall accrue in favor of Lender as set forth in the Note, (ii) such default interest shall be added to the PACE Special Assessments and shall be included as part of the Installments due thereafter unless and until all such accrued and unpaid default interest is paid in full, and (iii) such default interest shall be in addition to any and all penalties and interest that may be imposed by or accrue in favor of the City as a result of Property Owner's failure to pay real estate or other property taxes or other assessments on the Property. In addition, Installments shall continue to be levied as special assessments notwithstanding Property Owner's failure to pay all or part of any past Installment, including default interest to be paid to Lender, until the Loan Amount, including all accrued and unpaid interest, is paid in full.

(e) Property Owner hereby acknowledges and agrees that failure to pay any Installment of the PACE Special Assessments, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing in favor of Lender on the amounts due, in addition to penalties and interest that may accrue in favor of the City. In addition, the City shall record a PACE lien on the Property as a result of any delinquent Installments of the PACE Special Assessments. Furthermore, Property Owner agrees not to seek a compromise of any delinquent Installment.

6. Loan Amount; Prepayment.

(a) Subject to the terms and conditions in the Loan Agreement, Lender agrees to disburse to Property Owner the Loan Amount.

(b) Property Owner may only prepay the Loan as set forth in the Construction Loan Agreement. In the event of any permitted prepayment, Lender shall certify to Property Owner and the City the aggregate amount due on the Loan, including principal, interest, and fees and any prepayment premium, within thirty (30) days of receipt of a written request for prepayment from Property Owner. The City shall certify to Property Owner and Lender any and all amounts collected by the City and not yet remitted to Lender within fifteen (15) days of receipt of a written request for prepayment by Property Owner, as well as any administrative fees payable, but not yet collected, as of the anticipated prepayment date. To the extent that the City has received any funds from Property Owner prior to Property Owner's requested date of prepayment, but has not yet remitted the same to Lender, City shall remit the same to Lender on or before the date of Property Owner's requested date of prepayment. No prepayment shall be effective, and no funds paid by

Property Owner or City will be applied to the Loan Amount, unless and until Lender receives the full Loan Amount from City and Property Owner. Property Owner acknowledges that failure of City to remit any funds held by City on or prior to Property Owner's requested date of prepayment may result in additional interest due in connection with such prepayment.

(c) Without the prior written consent of Lender, which consent may be given or withheld in Lender's sole discretion, the Loan may not be prepaid in part and, if such consent is given, any such partial prepayment must be made in strict compliance with the terms and conditions set forth in such written consent, which terms and conditions may include a prepayment penalty. Any partial prepayment in violation of this provision will not be accepted by Lender. Notwithstanding the foregoing, Property Owner shall not be deemed to have made a prepayment if Property Owner decides to pay any Installment in full, as opposed to payment on an installment basis, for any given year, as applicable.

7. Collection of Installments; Payments to Lender; Required Reports.

(a) The City shall follow reasonable and customary practices to cause the PACE Special Assessments to be levied, including assessing penalties and charging interest, when appropriate under the Act.

(b) All Installment payments shall be billed by Lender, and paid by Property Owner directly to the Lender, as the Lender shall so direct.

(c) The Property Owner shall report to the City by December 15 of each year the remaining loan balance and the assessments collected in the current calendar year.

(d) In the event of a failure of the Property Owner or its successors to pay any Installment of the PACE Special Assessments prior to delinquency, resulting in a PACE lien on the Property, the City agrees to exercise the remedies available to the City under the law, but only upon first receiving written confirmation from Lender that such Installment has not been paid prior to delinquency and prior to the expiration of any applicable notice and cure period under the Loan Agreement.

(e) The parties acknowledge and agree that any then-existing mortgage lender (of which Property Owner provides written notice) shall have the right, but not the obligation, to cure any default in the payment of any Installment by paying such Installment in full. The City and Lender shall accept such cure as if made by Property Owner. The City has no obligation to provide any notice or any opportunity to cure any default to any third party, except as set forth in this Contract.

8. Other Obligations Payable from Special Charges. City will not issue or incur

any obligations payable from the proceeds of the PACE Special Assessments nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon the PACE Special Assessments or the Installments, except as provided in this Contract or as allowed by the Act.

9. City Representations regarding Loan and Loan Documents. City hereby represents to Lender and to Property Owner that (i) it is and will be duly authorized under all applicable laws to execute this Contract, (ii) this Contract is and will be the valid and legally enforceable obligation of City, enforceable in accordance with its terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally, and (iii) this Contract and the dollar amount and all other terms and conditions of the Loan as set forth herein, the Loan Agreement and the Note are in compliance with the provisions of the Act and the Ordinance. City shall at all times, to the extent permitted by law, defend, preserve and protect the PACE Special Assessments created by this Contract and all the rights of Lender hereunder against all claims and demands of all other persons whomsoever.

10. Re-Levy of Special Charge. If City shall have omitted to cause the assessment or collection of any PACE Special Assessments when it is required by this Contract or by the Act or Ordinance to have done so, then City shall take all necessary steps to cause new PACE Special Assessments (equal in amount to those not assessed, levied or collected plus interest and penalties, if any, thereon) to be levied against the Property in addition to those PACE Special Assessments otherwise to be levied or assessed against the Property .

11. Waiver of Claims Against City.

(a) For and in consideration of City's execution and delivery of this Contract, Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under Property Owner, and Lender, and Lender's successors and assigns, hereby waive the right to recover from City and any and all officials, agents, employees, attorneys and representatives of City (collectively, the "City Parties"), and fully and irrevocably release the City Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that Property Owner and/or Lender may now have or hereafter acquire against any of the City Parties and accruing from or related to (i) this Contract, (ii) the disbursement of the Loan Amount, (iii) the levy and collection of the Installments, (iv) the imposition of the lien of the PACE Special Assessments, (v) the performance of the Project, (vi) the Project, (vii) any damage to or diminution in value of the Property that may result from construction or installation of the Project, (viii) any injury or death that may result from the construction or installation of the Project, (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project, (xi) the amount of energy savings

resulting from the Project or any assured performance guaranty, (xii) the workmanship of any third parties under any agreements including any construction contracts, (xiii) any liability for any delinquency of payments due from Property Owner or failure to pay any such payments as required by this Contract, and (xiv) any other matter with respect to the Program (collectively, the "Liabilities"). This release includes claims, obligations, liabilities, causes of action and damages of which Property Owner and/or Lender are not presently aware or which Property Owner and/or Lender do not suspect to exist which, if known by Property Owner and/or Lender, would materially affect Property Owner's or Lender's release of the City Parties. Notwithstanding the foregoing, the release under this section shall not extend to Liabilities arising from City's intentional default, gross negligence or willful misconduct.

(b) The waivers and releases by Property Owner and Lender contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by Property Owner and the termination of this Contract.

12. Waiver of Claims Against Lender.

(a) For and in consideration of Lender's execution and delivery of this Contract, Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under Property Owner, hereby waives the right to recover from the Lender and any and all officials, agents, employees, attorneys and representatives of Lender (collectively, the "Lender Parties"), and fully and irrevocably releases the Lender Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that Property Owner may now have or hereafter acquire against any of the Lender Parties and accruing from or related to the Liabilities, as defined above. This release includes claims, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by Property Owner, would materially affect Property Owner's release of the Lender Parties. Notwithstanding the foregoing, Property Owner's release under this Section shall not extend to Liabilities arising from Lender's intentional default, gross negligence or willful misconduct.

(b) The waivers and releases by Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by Property Owner and the termination of this Contract.

13. Administrative Fees.

(a) Property Owner agrees to pay a one-time administrative processing fee to the City in the amount of 1% of the project costs financed through the Loan (i.e., the Loan amount less all fees and expenses incurred in issuing the Loan), not

to exceed Forty Thousand Dollars (\$40,000.00) . The administrative fee shall be subject to a 50% reduction for a project that is also responsible for tax increment financing (TIF) fees. The TIF reduction to the administrative fee is calculated before the cap is considered . For example: an administrative fee of \$54,000 is reduced to \$27,000 before considering the administrative cap of \$40,000. Such payment shall be included in the initial Installment.

(b) The Installments shall include a yearly administrative fee to be collected by City in the amount of \$250.00 per year as of January 1st of each year. This fee shall be included, on a yearly basis, in the Installments to be set forth on Schedule of Installments attached hereto as Exhibit "C".

14. Project Completion. Upon completion of the Project, Property Owner will submit to City and Lender a written certification from Property Owner and the contractor(s), if any, that performed the work incident to the construction and installation of the Project, stating the actual cost of the Project. If the actual cost of the Project is less than the Loan Amount advanced by the Lender, the Property Owner shall immediately repay to City the excess of the amount advanced over such actual cost of the Project and City shall remit the full amount thereof to Lender.

15. Notices.

All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by registered or certified mail, return receipt requested, postage prepaid; or (c) sent to the parties at their respective addresses indicated herein by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

(a) If to Property Owner, to:

Attn: _____

or to such other person or address as Property Owner shall furnish to Lender and CITY in writing.

(b) If to Lender, to:

Attn: _____

(with a copy to)

Attn: _____

or to such other person or address as Lender shall furnish to Property Owner and City in writing.

(c) If to City, to:

City of York
Attn: City Administrator
100 E. 4th St.
P.O. Box 276
York, NE 68467

or to such other person or address as City shall furnish to Property Owner and Lender in writing.

If personally delivered, such communication shall be deemed delivered upon actual receipt (or refusal to accept delivery); if sent by registered or certified mail, such communication shall be deemed delivered upon actual receipt (or refusal to accept delivery); and if sent by overnight courier pursuant to this Section, such communication shall be deemed delivered upon receipt. Any party to this Contract may change its address for the purposes of this Contract by giving notice thereof in accordance with this Section.

16. Assignment or Sale by Lender. Property Owner and City agree that Lender may, at its option, assign the Loan, and its rights and obligations under the Loan (including this Contract, the Note and the other Loan Documents). Property Owner, City and Lender acknowledge and agree that there are no limitations on the right of Lender to assign its interests in the Loan.

17. Supremacy. In the event of any conflict, inconsistency or ambiguity between the provisions of this Contract and the provisions of the Loan Agreement, the provisions of this Contract shall control.

18. Compliance with Laws. Lender and Property Owner hereby agree to comply with all applicable federal, state and local lending and disclosure requirements and with the provisions of the Act.

19. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed a single agreement.

20. Amendment. This Contract may be amended only by a writing signed by Property Owner, Lender and City.

21. Severability. If any one or more of the provisions of this Contract shall be found to be invalid, illegal or unenforceable in any respect of to any extent, such finding shall not affect the validity, legality or enforceability of the remaining provisions of this Contract.

22. Transferability. Property Owner, Lender and City agree that the obligations of this Contract, including but not limited to the obligation to pay assessments, are covenants that shall run with the land and be binding obligations upon all future owners of the Property.

23. Effect of Subdivision of Property. No subdivision of the Property subject to this Contract shall be valid unless an amendment to this Contract divides the total Bi-Annual Assessment due between the newly subdivided parcels pro rata to the special benefit realized by each subdivided parcel.

[Signature Page Follows]

Executed as of the date set forth above.

_____, PROPERTY OWNER

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of _____)

)

ss

County of _____)

On this ____ day of _____, 20____, before me, the undersigned , a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of the _____, a _____, and that said instrument was signed on behalf of said company by authority of its members, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____

Notary Public in and for said State

Commissioned in _____

My commission expires: _____

Executed as of the date set forth above.

CITY OF York

By: _____
Name:
Title: Mayor

ATTEST:

Name: Amanda Ring
Title: City Clerk

ACKNOWLEDGMENT

State of Nebraska)
)
County of York) ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of York, a political subdivision of the State of Nebraska, and that said instrument was signed on behalf of said City by authority of its governing body, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said board .

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____

My commission expires: _____

EXHIBIT "A"

Legal Description of Property

EXHIBIT "B"

Description of the energy project, including the estimated cost of the energy project and description of the estimated savings prepared in accordance with standards acceptable to the City.

EXHIBIT "C"

Schedule of Installments

The above Installments are based on the following assumptions:

1. Interest is calculated on an actual (365 day) year basis, compounded Bi-Annually.
2. There is no Installment due _____ 30, 20____. The amount shown above for such date represents capitalized interest.
3. The Lender disburses all Loan proceeds to Property Owner (as defined in the Construction Loan Agreement) on _____, 20____. Interest accrues from the date of disbursement at the interest rate stated in the Loan Agreement. Property Owner acknowledges that an amount equal to all interest that shall accrue from the date of disbursement until the date of the anticipated receipt of the initial Installment by Lender (_____, 20____), shall be disbursed to Lender at Closing.
4. After the initial Installment , CITY will adjust the PACE Special Assessments and the subsequent Installments , if necessary, to reflect the actual PACE Special Assessments due pursuant to the Assessment Contract, as certified to CITY by Lender.

The undersigned , an authorized representative of the Lender hereby certifies that the information contained in this Installment Certification is true and accurate, and may be relied upon by City in connection with those certain Construction Loan Agreements and those certain Assessment Contracts as detailed above.

LENDER:

By:	Date:
Printed Name:	Title:

YORK PACE PROGRAM MANUAL

YORK PACE

In York, Property Assessed Clean Energy (“PACE”) is a financing tool to create clean energy projects and energy efficient buildings. Nebraska State Law sections 13-3201 et seq. allow a city to create Clean Energy Districts and define PACE-eligible projects. York City Ordinance No. _____ created the York Clean Energy Assessment District (“District”), and provides further structure for PACE in York. The City ordinance also calls for the creation of a program manual that defines the application process and eligibility requirements. This PACE program manual was created to satisfy that requirement.

The State law and the City ordinance provide the minimum requirements for a PACE application and project, as well as the circumstances under which an application or project will not be eligible for PACE financing. This PACE program manual provides guidance for the program and clarification on topics not specifically addressed by either the State law or City ordinance.

The intent of this program is to incentivize the reduction of energy use and water consumption in our community. The City of York views PACE as a tool to encourage developers and property owners to go beyond the requirements of energy and building codes to achieve meaningful energy and water use reduction. Although energy and building codes do have energy and water savings built into them, the York PACE program promotes projects that achieve a higher standard.

Eligible Property Types

Although State Law allows for commercial, industrial, residential, and agricultural use, only commercial and industrial PACE projects are eligible in the District.

Eligible Project Types

Projects including new construction and the rehabilitation of existing buildings are eligible for PACE financing in the District.

Boundaries of the ENCEAD

Currently, only energy projects located within the York city limits or its two-mile extraterritorial jurisdiction (“ETJ”) are eligible for PACE financing.

Other local government jurisdictions may join the District, upon request.

Timing and Eligibility

Applicants must submit an application to the York Building and Inspections Department prior to, or concurrently with, the application for a building permit. The developer or consultant is required to provide program-relevant data to the City through both the PACE program and through COMcheck or other allowed energy code certification method

("Energy Certification"). Information in the PACE application should not substantially differ from what was presented to the City through the Energy Certification.

Eligible Improvements

An eligible energy project must involve the installation or modification of an energy efficiency improvement system or the acquisition, installation, or improvement of a renewable energy system, as those terms are defined in state law.

State law section 13-3203 currently defines "energy efficiency improvement system" as:

Any acquisition, installation, or modification benefitting publicly or privately owned property that is designed to reduce the electric, gas, water, or other utility demand or consumption of the buildings on or to be constructed on such property or to promote the efficient and effective management of natural resources or storm water, including, but not limited to:

- (a) Insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems;
- (b) Storm windows and doors; multiglazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption;
- (c) Automated energy control systems;
- (d) Heating, ventilating, or air conditioning and distribution system modifications or replacements;
- (e) Caulking, weatherstripping, and air sealing;
- (f) Replacement or modification of lighting fixtures to reduce the energy use of the lighting system;
- (g) Energy recovery systems, including, but not limited to, cogeneration and trigeneration systems;
- (h) Daylighting systems;
- (i) Installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity;
- (j) Facilities providing for water conservation or pollutant control;
- (k) Roofs designed to reduce energy consumption or support additional loads necessitated by other energy efficiency improvements;
- (l) Installation of energy-efficient fixtures, including, but not limited to, water heating systems, escalators, and elevators;
- (m) Energy efficiency related items so long as the cost of the energy efficiency related items financed by the municipality does not exceed twenty-five percent of the total cost of the energy project; and
- (n) Any other installation or modification of equipment, devices, or materials approved as a utility cost-saving measure by the municipality.

State law section 13-3203 currently defines “renewable energy system” as:

A fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that uses one or more renewable energy resources to generate electricity. Renewable energy system includes a biomass stove but does not include an incinerator.

Items generally addressed in section 13-3205 of the State law are not part of the energy project, but are allowable costs under the assessment contract.

Annual Assessment and Average Weighted Useful Life

Sections 13-3203(1) and 13-3205(1) of the State law require an “agreement to pay an annual assessment for a period not to exceed the weighted average useful life of the energy project.” The weighted average useful life includes only physical improvements to a property for which an average useful life may be calculated. Furthermore, the improvement must qualify as an energy efficiency improvement under Section 13-3203(3) of the State law.

Assessment Contract – Allowable Costs

Section 13-3205(1) of the State law states "the costs financed under the assessment contract may include the cost of materials and labor necessary for installation, permit fees, inspection fees, application and administrative fees, bank fees, and all other fees incurred by the owner pursuant to the installation."

Savings to Investment Ratio (“SIR”)

Nebraska State Law requires the savings realized by an energy project to equal or exceed the cost of the energy project. Therefore, an SIR of 1.0 or greater is required for all energy projects.

Calculating the Saving to Investment Ratio (“SIR”)

Calculate the SIR by dividing the projected energy savings by the cost of the eligible energy efficiency improvements.

When calculating the SIR, please provide the SIR for individual components of the project. The City’s approval will be based on the average SIR for the entire project.

Applicants should include estimated operations and maintenance costs, and projected increases in the cost of energy use, in the calculations.

A note on methodology: The City will evaluate the methodology used to determine the energy savings calculations. At this time, the City does not favor one methodology over another. However, please include a letter explaining the methodology used to determine the SIR. The City may prescribe a methodology at a future date.

Energy Projects and Building Codes

The City requires an energy project to meet all relevant energy and building codes. Current Nebraska energy codes are presented at:

<https://neo.ne.gov/services/codes/codes.html#item-02>

Current building codes adopted by the City are set forth in the York City Code, and may be obtained from the City.

Only aspects of the energy project that exceed energy and building codes are eligible for PACE financing. The developer's engineer must demonstrate that the savings generated by the energy project will exceed the cost of the energy project, as required by State law. The City will confirm the data presented in the PACE application with the data submitted for the Energy Certification. Discrepancies between the two will be brought to the attention of the PACE applicant. The applicant will have an opportunity to address discrepancies in writing and to the City and the City's PACE District Administrator.

The City requires the use of an Energy Certification method. Please contact the City building inspector.

Verification of Completed Energy Project

Section 13-3204(3)(m) of the Nebraska State Law requires the municipality to obtain verification that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended. To meet these criteria, City Inspectors must sign off on components of the project for which they may have jurisdiction. Additionally, a professional engineer licensed in the State of Nebraska must provide a letter to the City stating the systems or improvements were properly installed and are operating as intended.

Fees

Applicants are responsible for the following fees.

Application Fee. The City charges a \$500 application fee at the time of application. This fee is not refundable.

Administration Fee. An administration fee of 1% of the total project cost or the loan amount, whichever is less, not to exceed \$40,000, is due upon approval of the PACE project.

The administration fee shall be subject to a 50% reduction for a project that is also responsible for TIF fees.

The TIF reduction to the administration fee is calculated before the cap is considered. For example: an administration fee of \$54,000 is reduced to \$27,000 before considering the administrative cap of \$40,000.

Annual Fee. An annual administrative fee of \$250 will also be collected.

PACE Application Instructions

The PACE application may be obtained from the York City Administrator.

Your completed applications should be submitted to the York City Administrator at 100 E. 4th St., York, NE 68467.

Applicants should, as best as they can, provide responses to questions within the application form, rather than relying on attachments. Attachments providing supporting data, drawings, and calculations are acceptable.

Provided below is clarification for specific sections of the application.

Project Details

Please describe the entire project, not just PACE component of the project. Please include drawings, maps, and photographs, when appropriate.

Financing Details

Applicants may add rows in the tables provided in this section.

A Professional Engineer licensed in Nebraska is required to determine/approve the energy savings calculations.

Mortgage and Lien Holder Information

Please be deliberate and specific in the explanation of the interest rate and fees.

Other Topics

Applying for both PACE and TIF

If the project requires both PACE and TIF funding, applicants should indicate as such on the application.

Who reviews and approves the applications?

The York City Administrator and staff initially reviews an application. After review and recommendations from the staff, the application is submitted to the York City Council for approval or denial.

Additional inquiries and correspondence may be directed to:

At the City of York:
York City Administrator
100 E. 4th St.
York, NE 68467
Phone: (402) 362-2600

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ORDINANCE NO. 2345

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO CREATE A CLEAN ENERGY ASSESSMENT DISTRICT; TO ESTABLISH DEFINITIONS; TO PROVIDE FOR FINANCING, ADMINISTRATION, AND COLLECTIONS, TO PROMOTE ENERGY EFFICIENCY IMPROVEMENTS AND RENEWABLE ENERGY SYSTEMS; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

WHEREAS, the City of York desires to create a clean energy assessment district to enable property assessed clean energy financing for its property owners; and,

WHEREAS, the City also desires to authorize the clean energy assessment district to enable third-party lenders to accept applications and enter into financing agreements with property owners within the boundaries of the district; and,

WHEREAS, this Ordinance upon execution, shall create a clean energy assessment district, which shall be known as the York PACE District, as authorized by Neb. Rev. Stats. §§ 13-3203 and 13-3204(3), which boundaries shall be the corporate boundaries of the City of York and its extraterritorial jurisdiction.

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

Section 1. Findings and Determinations.

That the City Council of the City of York, Nebraska (the "City"), hereby finds and determines as follows:

Pursuant to Neb. Rev. Stats. §§13-3201 to 13-3211, inclusive, the Property Assessed Clean Energy Act (the "Act"), energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska's citizens. Using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants. To further these goals, it is necessary for the City to promote energy efficiency improvements and renewable energy systems. Up-front costs for energy efficiency improvements and renewable energy systems may prohibit or deter many property owners from making improvements. It is necessary for the City to implement an alternative financing method through the creation of a clean energy assessment district.

Financing energy projects to further these goals is a valid public purpose and can be accomplished through Property Assessed Clean Energy ("PACE") financing, which is used to overcome the up-front costs for energy efficiency improvements and renewable energy systems by using private capital and equity, rather than public debt.

Pursuant to the Act and Neb. Rev. Stat. § 13-3204, the City of York is authorized to establish a clean energy assessment district so that owners of qualifying property can

access PACE financing for energy efficiency improvements or renewable energy improvements to their properties located in the City. The City also may enter into an agreement with one or more other municipalities pursuant to the Interlocal Cooperation Act, Neb. Rev. Stats. §§ 13-801, et seq., for the joint creation, administration, or creation and administration of clean energy assessment districts, pursuant to Neb. Rev. Stat. § 13-3210. The City declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The City enacts this Ordinance pursuant to the Act, as amended.

Section 2. Title and Definitions.

That this Ordinance shall be known and may be cited as "The City of York Property Assessed Clean Energy (PACE) Ordinance." Except the words and phrases specifically defined below or in Neb. Rev. Stat. § 13-3203, as amended, words and phrases used in this Ordinance shall have their customary meanings. As used in this Ordinance, the following words and phrases shall have the following meanings:

"District" means the York PACE District, created pursuant to this Ordinance, as authorized by Neb. Rev. Stats. §§ 13-3203 and 13-3204(3), which boundaries shall be the corporate boundaries of the City and its extraterritorial jurisdiction.

"District Administrator" means the City Administrator or a designated representative, or a third-party administrator selected by the City.

"PACE financing" means funds provided to the owner(s) of qualified property by third-party lender, pursuant to the Act and this Ordinance, for an energy efficiency improvement or renewable energy system(s).

"Qualifying Property" means commercial property and industrial property.

Section 3. District Boundaries and Requirements Pursuant to Neb. Rev. Stat. § 13-3204(3).

- A. The City finds that the financing of energy efficiency improvements and renewable energy systems is a valid public purpose. Such public purpose includes, but is not limited to, reduced energy and water costs, reduced greenhouse gas emissions, economic stimulation and development, improved property valuation, and increased employment.
- B. The boundaries of the District shall be the corporate boundaries of the City and its extraterritorial jurisdiction, as allowed pursuant to Neb. Rev. Stat. § 13-3204(1).
- C. The District Administrator shall use a form contract for assessment contracts

between the City, the owner of the qualifying property, and a third-party lender, containing terms as attached hereto as Exhibit "A," governing the terms and conditions of financing and annual assessments in accordance with the Act, including Neb. Rev. Stat. § 13-3205(1), which provides for repayment of the costs financed through annual assessments upon the qualifying property benefitted by the energy project.

- D. The District Administrator is authorized to enter into assessment contracts on behalf of the City.
- E. The annual assessments will be made and collected as provided in the form contract.
- F. The District Administrator will use a financing application process and eligibility requirements, which shall be more specifically defined in a program manual created by the District Administrator as attached hereto as Exhibit "B," for financing energy projects in accordance with the requirements of the Act and accepted by the third-party lender. The application process and program eligibility requirements shall be, at a minimum, as follows:
 - i. Submission of an application as attached hereto as Exhibit "C" to the District Administrator, which shall include, but not be limited to, the following information:
 - a) Applicant name and contact information, including property owner and developer;
 - b) Project location and legal description;
 - c) Identification of contractor or supplier, including anticipated PACE contractor and a copy of the approved bid for the energy efficiency project;
 - d) Project description;
 - e) Total project cost;
 - f) Description of proposed improvements;
 - g) Description of energy efficiency project to be financed;
 - h) Amount of requested assessment;
 - i) Interest rate on the PACE assessment and any required fees;

- j) Term of assessment;
 - k) Energy savings report indicating estimated energy savings and estimated cost savings for the energy project;
 - l) Title report showing any mortgage or lien holders;
 - m) Lender consent;
 - n) Funding source;
 - o) All other such information as needed to demonstrate the project complies with all the requirements of the Act.
- ii. The District Administrator shall review the application to determine whether the energy project meets the eligibility requirements of the Act and this Ordinance. An energy project shall not be eligible for PACE financing if the qualifying property is subject to any of the following:
- a) Delinquent ad valorem taxes;
 - b) Delinquent personal property taxes;
 - c) Delinquent special assessments;
 - d) Overdue or delinquent water or sewer charges;
 - e) Involuntary liens, including but not limited to construction liens;
 - f) Notice of default pursuant to any mortgage or deed of trust related to the qualifying property, or
 - g) If the property owner or property developer is delinquent in the payment of any assessment required to be paid for any energy efficiency improvement financed pursuant to the Act.
- iii. The District Administrator shall determine that there are sufficient resources to complete the energy project and that the energy project creates an estimated economic benefit, including, but not limited to, energy and water cost savings, maintenance cost savings, and other property operating savings expected during the financing period, which is equal to or greater than the principal cost of the energy project. The estimated economic benefit may be derived from

federal, state, or third-party engineer certifications or from standards of energy or water savings associated with a particular energy efficiency improvement or set of energy efficiency improvements. The City may waive the requirements of this subdivision upon request of the owner of the qualifying property, and, if such request is denied, the owner may appeal the denial to the Mayor.

- iv. If the energy project is determined to be eligible under the terms of the Act and as required in this Ordinance, the District Administrator shall review the application and approve, request additional information, or deny the application at his/her sole discretion.
 - v. Upon approval of an application, the District Administrator is authorized to proceed with and execute an assessment contract.
- G. Pursuant to Neb. Rev. Stat. § 13-3205(7), annual assessments agreed to under an assessment contract shall be levied against the qualifying property and collected in accordance with the Act.
- H. The District shall establish procedures to determine the payment of fees to be charged to owners participating in the program that will be used to finance the costs incurred by the City as a result of the program. The fees are as follows:

Application fee \$500

A one-time administrative processing fee to the City in the amount of 1% of the project costs financed through the Loan (i.e., the Loan amount less all fees and expenses incurred in issuing the Loan), not to exceed Forty Thousand Dollars (\$40,000.00) . The administrative fee shall be subject to a 50% reduction for a project that is also responsible for tax increment financing (TIF) fees. The TIF reduction to the administrative fee is calculated before the cap is considered. For example: an administrative fee of \$54,000 is reduced to \$27,000 before considering the administrative cap of \$40,000. Such payment shall be included in the initial Installment.

Annual fee \$250

Any costs shall be deducted before remitting the assessment.

- I. The assessment term shall not exceed the weighted average useful life of the energy project paid for by the annual assessments.
- J. Any energy efficiency improvement that is not permanently affixed to the

qualifying property upon which an annual assessment is imposed to repay the cost of such energy efficiency improvement must be conveyed with the qualifying property if a transfer of ownership of the qualifying property occurs during the assessment term.

- K. Prior to the effective date of any contract that binds the purchaser to purchase qualifying property upon which an annual assessment is imposed, the owner shall provide notice to the purchaser that the purchaser assumes responsibility for payment of the annual assessment as provided in Neb. Rev. Stat. § 13-3205(3)(d), and that the obligations set forth in the assessment contract, including the obligation to pay annual assessments, are a covenant that shall run with the land and be assessed upon future owners of the qualifying property.
- L. In connection with providing PACE financing, the City will provide for marketing and participant education.
- M. The City shall obtain, or applicable third-party lenders shall obtain and provide to the City, verification that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended.

Section 4. Authorization for PACE Program.

That, pursuant to Neb. Rev. Stat. § 13-3204(1), the District shall be governed by the York City Council.

- A. The District Administrator shall comply with the Act and the provisions of this Ordinance and follow any applicable City procurement policy and procedures for selecting a third-party administrator, should a third-party administrator be selected for the administration of the PACE program. Any such third-party administrator must ensure that there is no financial requirement, liability, or exposure to the District or City. The District Administrator as defined in Section 2 of this ordinance may serve as the administrator of the PACE program for the District and City.
- B. The District or City may also engage the services of a state or local financing agency for the purposes of providing conduit bond financing for the District or City as part of its third-party administration.
- C. Upon selection of a third-party administrator, that third-party administrator may, on behalf of the City, accept applications for financing energy efficient improvements within the District boundaries, facilitate the financing application process, and review eligibility requirements for financing energy projects in accordance with the requirements of the Act and as accepted by the third-party lender.

- D. The District may be expanded via the Interlocal Cooperation Act in order to create a program of sufficient size and scale to attract qualified third-party administrators and/or to promote energy efficiency across multiple political subdivisions, as authorized under the Act.

Section 5. Liability of City Officials; Liability of City.

That notwithstanding any other provision of law to the contrary, officers, officials, employees, or agents of the City, the District, or York County shall not be personally liable to any person or entity for any claims, liabilities, costs, or expenses, of whatever kind or nature, under, arising out of, or related to the City's or District's participation in the District's PACE Program or any PACE Financing, including, without limitation, claims for or related to uncollected PACE Assessments. Not in limitation of the foregoing, the City has no liability to a property owner or lender for or related to energy savings improvements or funding under a PACE Financing or Program, other than to remit PACE Assessments received in accordance with the Act or notify the County of a delinquency in payment pursuant to applicable law

Section 6. All ordinances and parts of ordinances in conflict herewith are repealed.

Section 7. This ordinance shall take effect and be in full force and effect from and after its passage, approval and publication as required by law.

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

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk