

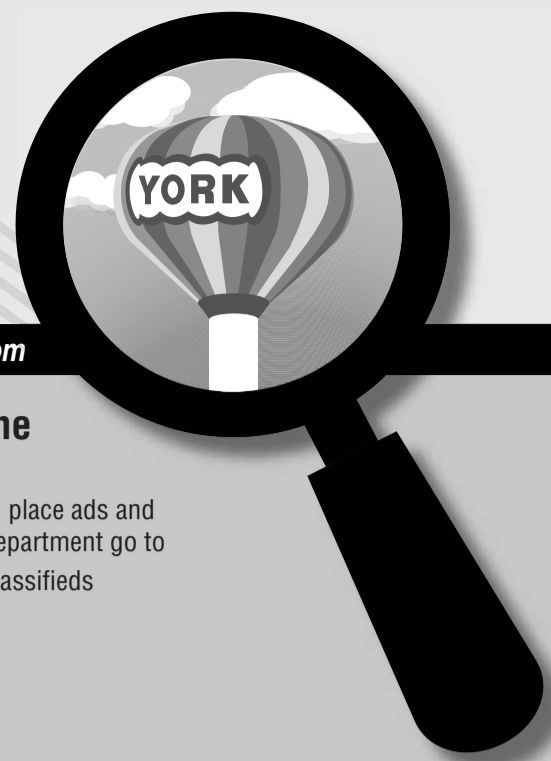
AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, January 18, 2024
5:30 PM

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 January 11, 2024
3. Pledge of Allegiance
4. Roll Call
5. Minutes of previous meeting January 4, 2024 meeting
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$524.33
7. Claims for the period of January 5 through January 18, 2024
8. Department Activities Reports for the month of December 2023
9. City Administrator Report
10. Consider approval of the Renewal Agreement of the Maintenance Agreement No. 25 between the City and Nebraska Department of Roads relating to highways to set out responsibilities of the State and City for 2024
11. Consider approval of an Administrative Assistance Contract with the Southeast Nebraska Development District to provide certain technical and professional services to administer the 'CDBG Program Income Reuse Plan for Economic Development'
12. Consider approval of a bid from Olsson Inc. for Interchange Area Survey and ROW Negotiation for an amount not to exceed \$36,400.00
13. Report from Ordinance Committee on LB 840 proposal

14. Consider referring the LB 840 Proposal to York County Development Corporation for development and review
15. Consider approval of Resolution 2024-1 - to declare certain city property surplus and authorizing disposition of surplus property
16. Public hearing to consider amending the 'C-2' Business District to add 'Fire Station' as a permitted use:
 - 16.1. Ordinance No. 2361 - to amend the 'C-2' Business District of the zoning code to add 'Fire Station' as a permitted use
 - 16.1.1. Suspend the rules for Ordinance No.2361
 - 16.1.2. Passage of Ordinance No. 2361
17. Mayor Appointments:
 - 17.1. Appointment of Stephanie Hitz to the Advisory Board of the Park and Recreation Commissioners for a term ending January 1, 2027
 - 17.2. Appointment of Lynn Lief and reappointment of Kevin Stuhr to the Tree Board for a term ending February 1, 2027
 - 17.3. Appointment of Jeff Beins and reappointment of Lisa Riley to the Planning Commission for a term ending January 1, 2027
18. Adjournment

Classifieds



www.YorkNewsTimes.com



Place an Ad

To place an ad call our office at (402) 204-7009 Monday thru Friday 8:00 a.m. - 5:00 p.m. Visit us online at YorkNewsTimes.com and check out our classified link



Publishing Deadlines

For ads Appearing	Call Before
Tuesday.....	Friday at 11:00
Wednesday.....	Monday at 11:00
Thursday.....	Tuesday at 11:00
Friday.....	Wednesday at 11:00
Saturday.....	Thursday at 11:00
ADvantage.....	Thursday at 11:00



Get Online

To read ads, place ads and contact the classified department go to YorkNewsTimes.com/classifieds

Employment
yntjobseekers.com

0099 LEGALS

WHITNEY, NEWMAN, MERSCH, OTTO & GRAFTON, PC, LLO

NOTICE OF INFORMAL PROBATE AND NOTICE TO CREDITORS

IN THE COUNTY COURT OF YORK COUNTY, NEBRASKA

Estate of Jean E. Siebert, Deceased
Case No. PR 23-103

Notice is hereby given that on December 28, 2023, in the County Court of York County, Nebraska, the Registrar issued a written statement of Informal Probate of the Will of said Decedent and that Lester D. Siebert, whose address is 507 Road H, York, NE 68467, was informally appointed by the Registrar as Personal Representative of the Estate.

Creditors of this Estate must file their claims with this Court on or before March 4, 2024, or be forever barred.

Megan Romeo
Deputy Clerk of the County Court

Scott D. Grafton, #22264
Whitney, Newman, Mersch, Otto & Grafton, PC, LLO
1228 L Street
P.O. Box 228
Aurora, NE 68818
(402) 694-3161
sgraffon
@graffonlawoffice.com
Jan. 4, 11, 18, 2024
ZNEZ

NOTICE OF INCORPORATION

NOTICE IS HEREBY GIVEN that the undersigned has formed a corporation under the Nebraska Professional Corporation Act as follows:

1. The name of the corporation is KARLI J. SCHOCH, O.D., P.C.

2. The authorized capital stock of the corporation is 1000 shares of common stock with a par value of Ten Dollars (\$10.00) per share, making the total authorized capitalstock Ten Thousand Dollars (\$10,000.00).

3. The address of the initial registered office is 222 E. 6th Street, York, Nebraska 68467, and the initial registered agent at that address is Karli J. Schoch. The incorporator is Karli J. Schoch, 222 E. 6th Street, York, NE 68467.

4. The corporation shall have offices at 222 E. 6th Street, York, Nebraska 68467 and at 213 G Street, Central City, Nebraska 68826.

Dated: January 8, 2024.

/s/ Karli J. Schoch, Incorporator
Michael J. Murphy, Attorney at Law
Angle, Murphy & Campbell, PC, LLO
617 Grant Ave.
PO Box 564
York, NE 68467
Jan. 11, 18, 25, 2024
ZNEZ

NOTICE OF MEETING

Notice is hereby given that a meeting of the City Council of the City of York, Nebraska, will be held at 5:30 o'clock p.m. on Thursday, January 18, 2024 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public. An agenda of such meeting, kept continuously current, is available for public inspection at the office of the City Clerk.

Amanda Ring, City Clerk
Jan. 11, 2024 ZNEZ

NOTICE OF PUBLIC MEETING

The Upper Big Blue Natural Resources District will hold the Board of Directors meeting on Thursday, January 18, 2024, at 1:30 p.m. in the NRD Administrative Office Building, 319 East 25th Street, York, Nebraska. The agenda, which is kept continually current, shall be readily available for public inspection at the same address, during normal business hours.
Jan. 11, 2024 ZNEZ

NOTICE OF MEETING

Notice is hereby given that a meeting of the Board of Education of Centennial Public School, District 67-R, will be held at 8:00 p.m. on the 15th day of January, 2024, in the Board of Education Room of the Centennial School, Utica, Nebraska, which meeting will be open to the public. An agenda, kept continuously current, is available for public inspection on the school website and at the

0099 LEGALS

office of the superintendent.
By: Bryce Borchers, Secretary
Centennial Board of Education
Jan. 11, 2024 ZNEZ

Notice
McCool Junction Public School Board Meeting
Notice is hereby given that the regular meeting of York County School District #83, McCool Junction Public Schools, will be held in the Conference Room at McCool Junction Public School, on Monday January 15th, 2024 at 7:00 p.m. in the conference room. This meeting will replace the meeting from January 8th, 2024 that was postponed due to inclement weather.

This meeting will be open to the public. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the Superintendent of Schools.
Michele Schwartz
Secretary
January 11, 2024 ZNEZ

ERIC H. LINDQUIST, P.C., L.L.O.
Attorney at Law
8712 West Dodge Road, Suite 260
Omaha, Nebraska 68114

NOTICE OF TRUSTEE'S SALE

TO WHOM IT MAY CONCERN:

You are hereby notified that pursuant to a power of sale contained in the deed of trust in the original principal amount of \$75,064.00 executed by April A. Weber, a single woman, which was filed for record on May 2, 2016 in Book 30 at Page 778 of the General Records in the office of the Register of Deeds of York County, Nebraska, the property described below will be sold by the undersigned at public auction to the highest bidder for cash or certified or cashier's check, at the west front steps of the York County Courthouse, 510 Lincoln Ave., in the City of York, York County, Nebraska at 10:00 A.M. on January 24, 2024:

South 50 feet of the West 110 feet of Lot Six (6), in Block Two (2), in Le-Count's Addition to the City of York, York County, Nebraska.

The highest bidder is required to deliver cash or certified funds to the close of business on the day of sale, except this requirement is waived when the highest bidder is the beneficiary. The purchaser is responsible for all fees or taxes, including the documentary stamp tax. At the discretion of the Successor Trustee, the purchaser may be required to deposit with the Successor Trustee, at the time of the sale, a nonrefundable certified or cashier's check in the amount of \$5,000.00 payable to the Successor Trustee, with the full purchase price, in certified funds, to be received by the Successor Trustee by the end of the day. This sale is made without any warranties as to title or condition of the property.

Eric H. Lindquist
Successor Trustee
Dec. 14, 21, 28, 2023
Jan. 4, 11, 2024 ZNEZ

0242 Painting

RADCLIFF PAINTING & DECORATING
Interior/Exterior, Residential/Commercial.
Call 402-363-1952.

0300 MERCHANDISE

PLEASE CHECK your classified ads for spelling or other errors (category, etc.) The York News-Times will only be responsible for a one day error.

0355 Pets & Supplies

BE RESPONSIBLE!! SPAY OR NEUTER YOUR PETS!!

GET SOMETHING FOR SALE? GET IT IN WRITING.
York News-Times

Real Farm Research is accepting applications for a full time with benefits
Agronomy Research Technician. Involves planting, harvesting, plot research, and regional travel. Agronomy/research experience preferred as well as CDL or able to obtain one. Apply online at www.auracoop.com or send application and/or resume to Chad at 149 Burlington St., Aurora NE 68818. Aurora Cooperative is an Equal Opportunity Employer.

0991 Minivans, Buses, Vans



2003 Chrysler Town & Country EX, Handicap accessible, Power doors & ramp, Lowered floor, Removable front seats, Power drivers seat, Dual Air & heat, 53k actual miles, \$13,900 or Trade

Mobility Motoring
McCook
308-340-2774

0995 Autos for Sale or Lease

2012 BUICK VERANO
Red, 4-Door, Automatic, heated leather seats, power steering, windows and locks, air conditioning.
Good Condition. \$4000.
CALL 308-258-3080.

2012 BUICK VERANO
Red, 4-Door, Automatic, heated leather seats, power steering, windows and locks, air conditioning.
Good Condition. \$5000.
CALL 308-258-3080.

You don't need a Pedigree to be a Best Friend



WE ARE OPEN!
York Adopt-A-Pet
New Shelter Visiting Hours
Thursday - Saturday Noon-3:00pm
Appointments can be made for other days and times by calling the shelter at **402-362-3964**.
You can view our pets on: yorkadoptapet.com

VILLAGE OF BENEDICT
Seeks employee responsible for Street Maintenance, Park, Snow Removal, Mowing, Equipment, Buildings, Other Duties Assigned. Successful applicant required to have a valid drivers license, high school diploma or equivalent, pass drug test. Pay based on experience. Applications available at Clerks Office. Send resume to: Clerk, PO Box 116, Benedict NE 68316-0116 or email vob@windstream.net. Applications accepted until position filled. EOE

Equal Housing Opportunity
All real estate advertising in this newspaper is subject to the Fair Housing Act which makes it illegal to advertise "any preference limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or an intention, to make any such preference, limitation or discrimination." Familial status includes children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. To complain of discrimination call HUD toll-free at 1-800-669-9777. The toll-free number for the hearing impaired is 1-800-927-9275. Any reader who suspects an advertiser has discriminated against them should contact the Nebraska Equal Opportunity Commission at (800) 642-6112 or the U.S. Department of Housing and Urban Development, Fair Housing Assistance Division at 800-669-9777.



WE'RE ALL EQUIPPED WITH LIFE SAVING DEVICES

If an adult suddenly collapses, perform Hands-Only™ CPR.

Call 911 then push hard and fast in the center of the chest.

Hands can do incredible things.

Ad Council handsonlycpr.org

American Heart Association
Learn and Live

REGULAR MEETING
CITY COUNCIL – YORK, NEBRASKA
January 4, 2024
5:30 PM

A meeting of the Mayor and City Council of the City of York, Nebraska, was convened in open and public session at 5:30 o'clock p.m. in the Council Chambers.

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

Mayor: Barry Redfern: Present. Councilmembers: Jennifer Sheppard: Present, Stephen Postier: Present, Jerry Wilkinson: Present, Matt Wagner: Present, Jeff Pieper: Present, Scott Van Esch: Present, Vicki Northrop: Present, Tony North: Absent. The following City Officials were present: City Administrator Dr. Sue Crawford, City Attorney Charley Campbell, Public Works Director James Paul and City Clerk Amanda Ring.

Notice of this meeting was given in advance thereof by publication in the York News Times on December 28, 2023, 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 December 21, 2023 meeting. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch. Tony North: Absent, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$349.44. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Tony North: Absent, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Motion to approve the claim for Stephen Postier of the York County Development Corporation in the amount of \$8,583.34. Ayes with a motion by Jerry Wilkinson and a second by Jeff Pieper. Tony North: Absent, Jennifer Sheppard: Yea, Stephen Postier: Abstain (With Conflict), Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Claims

Motion to approve the claims for December 22, 2023 through January 4, 2024. Ayes with a motion by Jerry Wilkinson and a second by Jennifer Sheppard. Tony North: Absent, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

City Administrator Report

Dr. Crawford reported to the Council that the City has received a proposed Flood Plain Reduction Draft Map to remove approximately 23 acres out of the flood zone. The map is posted on the City's website and a detailed analysis can be reviewed at the City offices.

Business Retention and Expansion Report from YCDC

Lisa Hurley, Executive Director of the York County Development Corporation, gave an update to the Council on the Business Retention and Expansion Program for years 2021-2023. She gave an overview of how the program operates, then shared survey responses by industry, revenue and sales, and expansion challenges and advantages for York County. She ended the presentation with historical versus projections for full-time employees, revenues and capital investments.



York County
Development
Corporation

COMING TOGETHER TO GROW

NEBRASKA

Why York County
NEBRASKA

Business Retention & Expansion Program
(BRE) 2021-2023 Report

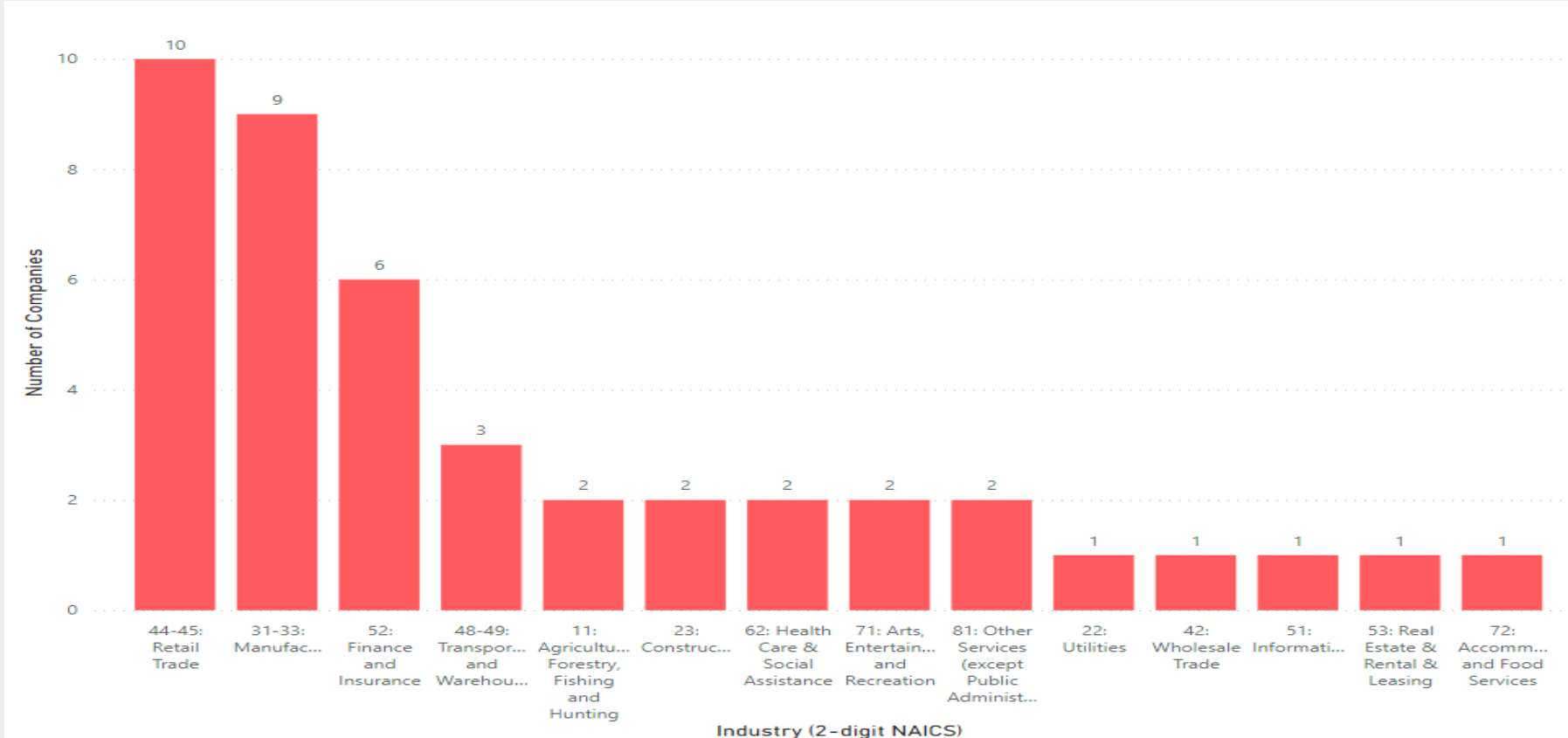
Scan QR Code for York
County Development
Corporations Home Page



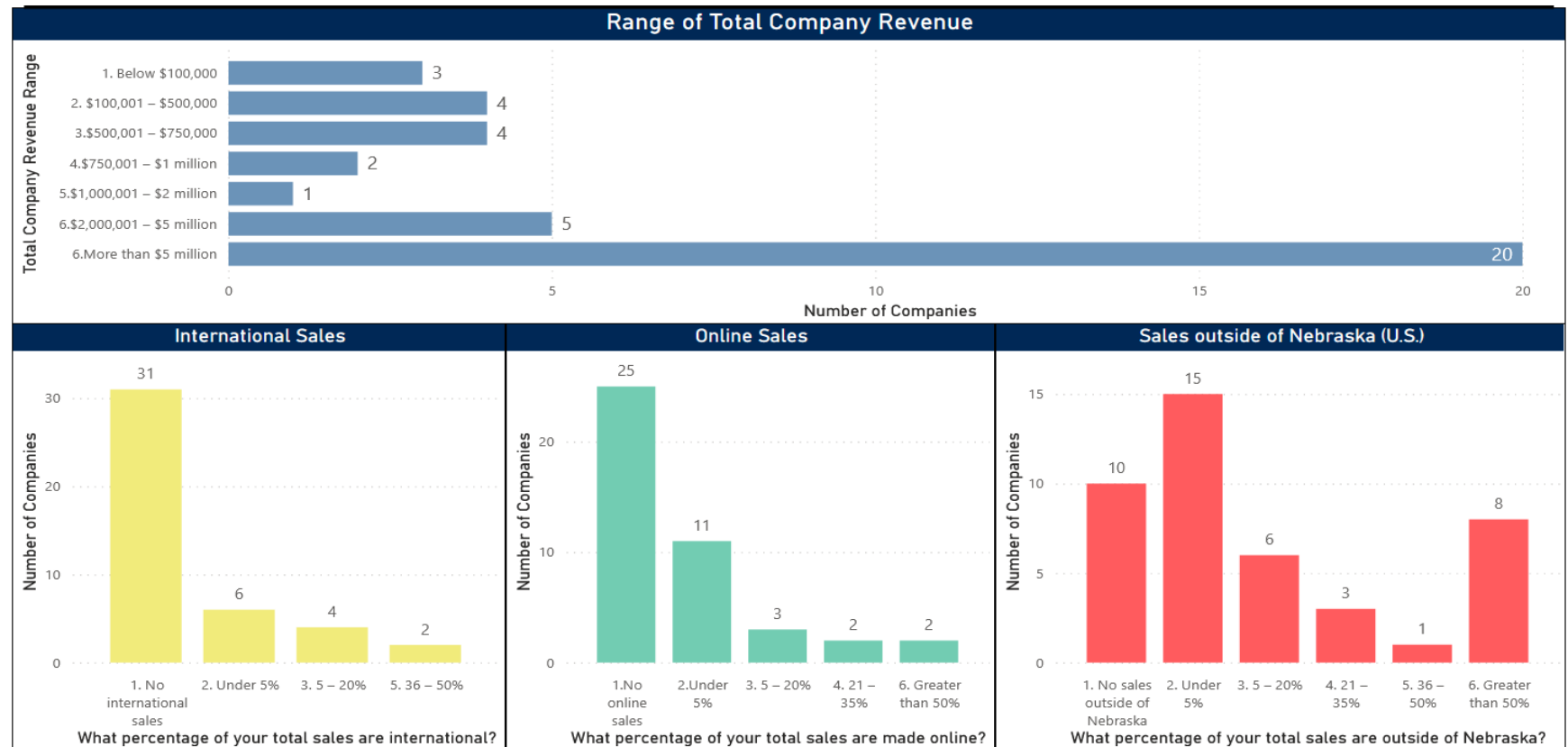
BRE Program

- Follow up with businesses to ensure their open jobs are being listed on our jobs directory
- Check-ins through our membership spotlights visits, or just stopping by and asking how everything is going
- SE Manufacturing Partners Group
- We may do targeted surveys throughout the year on specific topics
- In-person survey process

Survey Response by Industry



Revenue & Sales



Expansion Challenges

Greatest Expansion Challenges

Facility issues: Facility limitations (small, obsolete equipment, etc.)

Infrastructure: Utilities

Labor attraction: Access to quality workers/applicants (soft skills, job specific skills, critical thinking, etc.)

Labor attraction: Access to sufficient workers/applicants (volume)

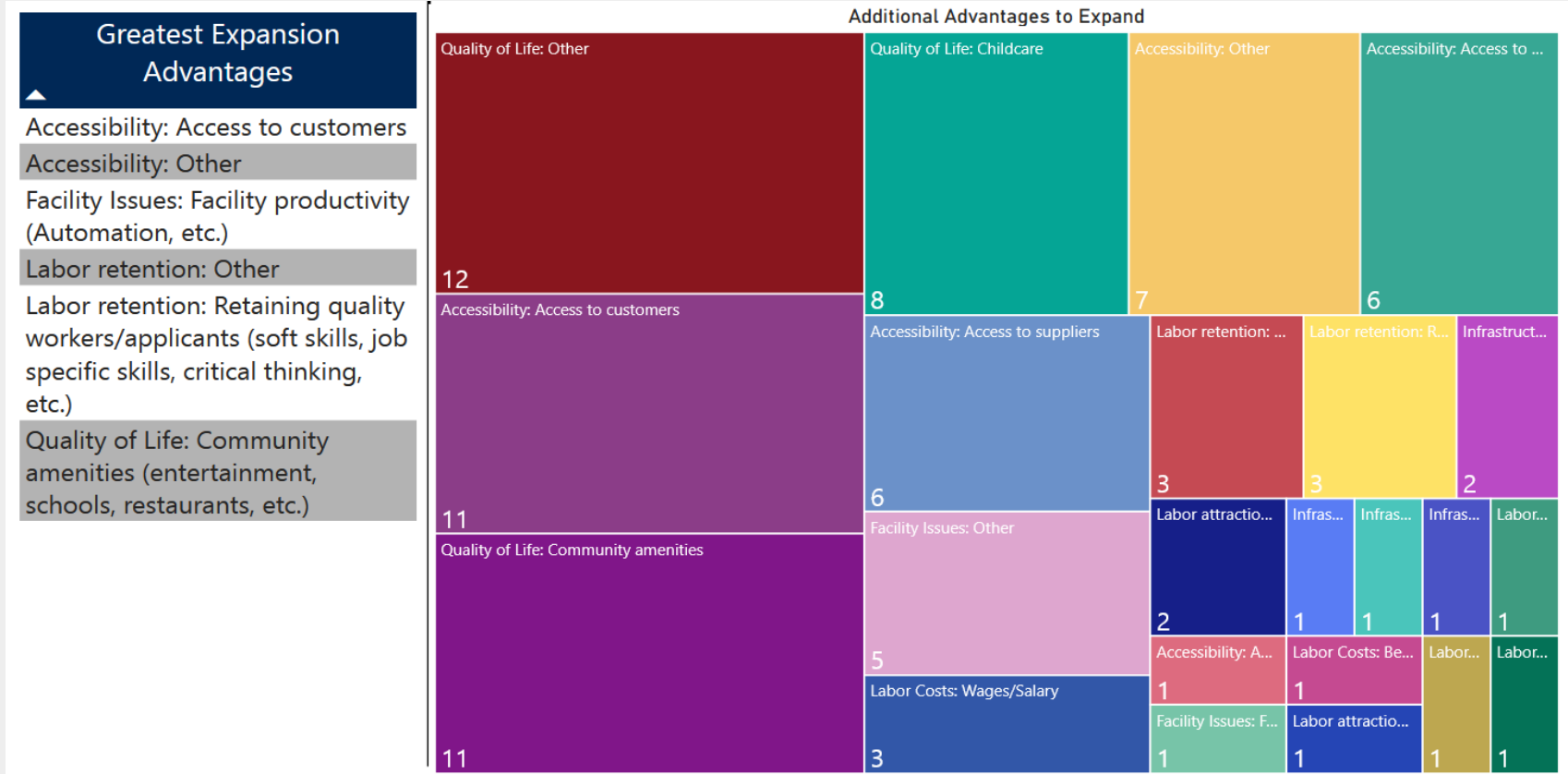
Labor costs: Other

Labor costs: Wages/Salary

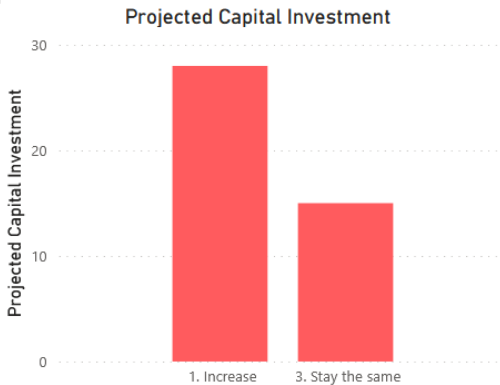
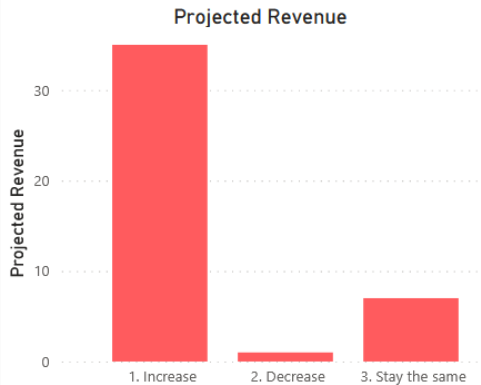
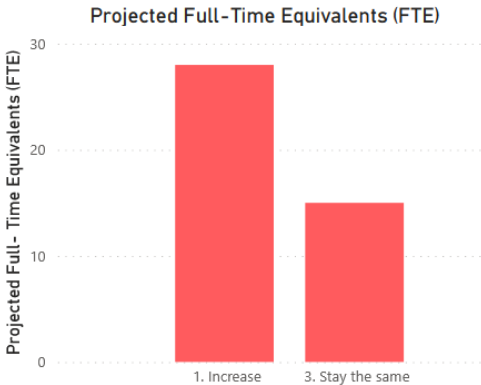
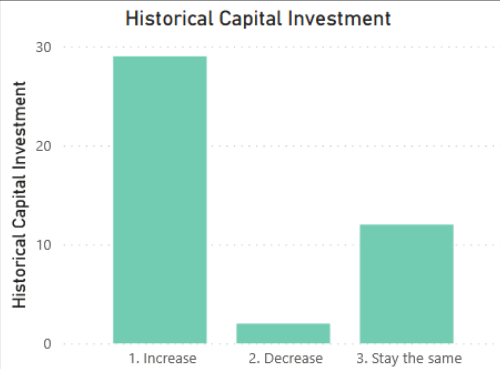
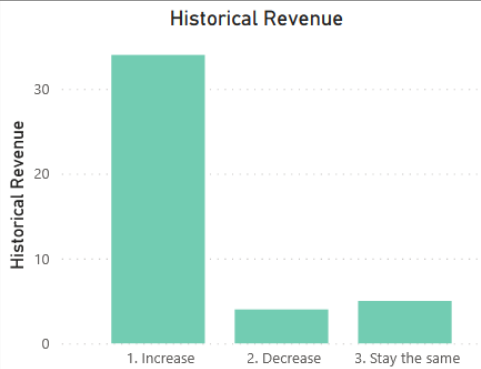
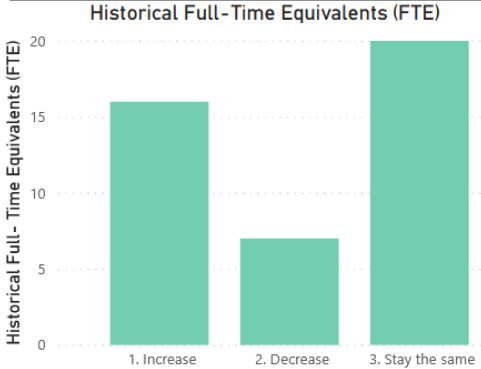
Additional Challenges to Expand



Expansion Advantages



Historical vs. Projection



Questions?



Lisa Hurley, CEcD, EcDMP
Executive Director at York County
Development Corporation



York County Development Corporation
601 N. Lincoln Ave, York NE 68467
402.362.3333

<https://www.yorkdevco.com>

<https://www.linkedin.com/company/york-county-development-corporation>

<https://www.facebook.com/YorkCountyDevelopmentCorporation>

<https://twitter.com/YorkNEDevCo>

NPPD Report/Update

Craig Vincent, with Nebraska Public Power District, presented to the Council. He reported on taxes and lease payment numbers remitted to the City. He shared how they are continually working to diversify their energy generation sources. NPPD has one of the lowest average costs per kilowatt hour and 2024 marks the eleventh consecutive year with no overall rate increase.

YORK'S

ENERGY PARTNER



Nebraska Public Power District
Always there when you need us

More than just an energy provider, we are your trusted energy partner.

LOCAL



In 2022, **\$695,512.61** in gross revenue tax was paid to York County.



NPPD is deploying and utilizing technology to create efficiency through LED lighting, advanced metering and data analytics.



Energy efficiency incentives and benefits are available to everyone. In 2022, **\$69,675.26** in incentives were received by customers in York.



NPPD works with local telecommunication and fiber providers to enhance connectivity in communities and rural areas.

NPPD collected and remitted in 2023, **\$1,792,327.73** in lease payment. In 2022, **\$272,073** was paid in city sales tax to YORK and **\$445,195** in city sales tax paid to Vendors.

SUSTAINABLE

NPPD has set a carbon "net-zero" goal by 2050 that will explore increased development of wind and solar resources, alternative fuels including hydrogen and bio-fuels, energy storage, carbon sequestration, and small modular nuclear reactors.

NPPD ENERGY GENERATION RESOURCES FOR NEBRASKA CUSTOMERS 2021-2022 Rolling Two-Year Average



Resource	Percentage
QLG	0.2%
Gas/Oil	3.3%
Hydro	6.4%
Wind	7.4%
Purchases	10.3%
Coal	30.1%
Nuclear	42.3%

*Qualifying Local Generation (QLG) includes renewable energy facilities installed by our wholesale customers and in NPPD retail communities.

RELIABLE

Our electricity grid provides industry top quartile reliability performance.

Exceptional service during routine work or responding to emergent outage situations.



Nebraska Public Power District
Powering Our Future



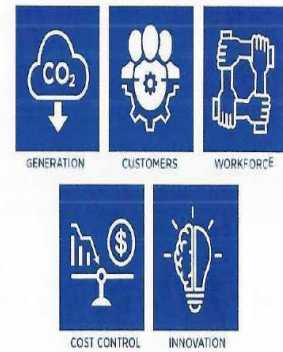
READY TO ASSIST

NPPD ensures the highest quality of service for YORK. Through our mobile app, NPPD On-The-Go!, nppd.com, social media, and call center we are available 24/7 to meet your needs.

STRATEGIC

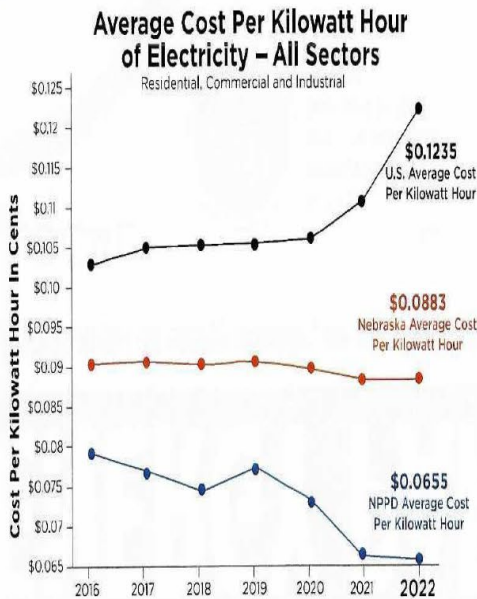
These directives guide us through what we need to do today and the days ahead to power a brighter future.

Powering Our Future



- Enhance the Customer Experience
- Carbon Business Risk and Resource Adequacy
- Enhance the Teammate Experience
- Cost Competitiveness
- Transform and Innovate Our Business

AFFORDABLE



2024 marks the ELEVENTH CONSECUTIVE YEAR WITH NO OVERALL RETAIL RATE INCREASE.

NPPD remains focused on the 3R's: Rate Stability, Reliability, and Relationships.

nppd.com | (877) ASK-NPPD

Behlen Steel Building for Street Dept

James Paul spoke to the Council regarding this building. This item was put out for bid. The City received two bids. Motion to approve the bid from Dan's Construction Inc. for a 50' by 125' Behlen Steel Building for the Street Department in the amount of \$259,950.00. Ayes with a motion by Matt Wagner and a second by Jeff Pieper. Tony North: Absent, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Highway 81 Gateway Development Plan Agreement

Olsson Inc. has been working with the City regarding the Project Access York trail system. Dr. Crawford stated it was in the City's best interest to accept this bid and waive the public bidding requirement. Motion to approve the Letter Agreement for Professional Services with Olsson Inc. for the Highway 81 Gateway Development Plan in the amount of \$30,000.00. Ayes with a motion by Stephen Postier and a second by Jerry Wilkinson. Tony North: Absent, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

LB 840 economic development plan Discussion

The Mayor led the discussion. Questions were raised about funding this project, if the anticipated funding source doesn't prove itself. It was stated that the proposed plan needs to be reviewed by the Ordinance Committee and then be brought back for discussion.

Ordinance No. 2362

Second Reading:

Ordinance No. 2362 - Amend article II administration, to authorize the City Administrator to delegate authority to hire and dismiss subordinate employees of the City, and to transfer such employees

ORDINANCE NO. 2362

AN ORDINANCE TO AMEND ARTICLE II ADMINISTRATION, SECTION 2-114(i) TO AUTHORIZE THE CITY ADMINISTRATOR TO DELEGATE AUTHORITY TO HIRE AND DISMISS SUBORDINATE EMPLOYEES OF THE CITY, AND TO TRANSFER SUCH EMPLOYEES; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2362. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third readings. Ayes with a motion by Matt Wagner and a second by Jeff Pieper. Tony North: Absent, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Motion to adopt Ordinance No. 2362; to amend article II administration, to authorize the City Administrator to delegate authority to hire and dismiss subordinate employees of the City, and to transfer such employees. Ayes with a motion by Jennifer Sheppard and a second by Scott Van Esch. Tony North: Absent, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 6:44 o'clock p.m.

Amanda Ring, City Clerk

Barry Redfern, Mayor

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT	G/L NO#	G/L NAME	G/L AMOUNT
01-00010	GALE	4	196.83	N			
01-00090	THE HOME DEPOT PRO	1	317.76	N			
01-00110	MATHESON TRI-GAS	3	533.98	N			
01-00120	JACKSON SERVICES INC	11	574.15	N			
01-00210	EAKES OFFICE PLUS	5	9,821.38	N			
01-00290	NORTH PRINTING & OFFICE S	5	524.33	N			
01-00300	BLACK HILLS ENERGY	11	20,821.34	N			
01-00340	BOUND TREE MEDICAL LLC	6	1,795.80	N			
01-00360	CITY OF YORK	1	181.23	N			
01-00410	CAROLINA SOFTWARE	1	500.00	N			
01-00490	JOHN DEERE FINANCIAL FSB	2	163.56	N			
01-00540	GLOBAL TECH, INC.	3	2,311.73	N			
01-00640	NEBRASKA PUBLIC POWER DIS	3	32,278.76	N			
01-00701	OLSSON ASSOCIATES	1	4,501.29	N			
01-00780	PRESTO X COMPANY	10	582.35	N			
01-00800	BURST, LLC	23	1,030.45	N			
01-00911	CORNERSTONE INS GROUP	2	579.00	N			
01-00960	GRAINGER	1	291.33	N			
01-01050	MICROFILM IMAGINGSYSTEMS	1	120.00	N			
01-01090	BAKER & TAYLOR, INC	4	2,157.11	N			
01-01280	PLATTE VALLEY COMMUNICATI	2	2,795.50	N			
01-01290	GRAND CENTRAL FOODS, INC.	7	224.14	N			
01-01330	JLC, INCORPORATED	2	347.70	N			
01-01340	KOPCHOS SANITATION, INC	8	1,422.00	N			
01-01470	SERVI-TECH LABORATORIES	3	294.00	N			
01-01510	HACH CO.	2	1,340.33	N			
01-01840	CORNERSTONE BANK	1	95.00	N			

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-02010	YORK EQUIPMENT, INC.	2	362.28		N		
01-02060	NE DEPT OF ENVIRONMENT &	1	7,683.74		N		
01-02080	TYLER TECHNOLOGIES - INCO	1	1,870.00		N		
01-02200	JACK'S UNIFORMS & EQUIP	1	89.99		N		
01-02230	MCCORMICK HEATING & AC	2	978.75		N		
01-02560	CITYSERVICEVALCON LLC	1	3.40		N		
01-02620	LEAGUE OF NEBRASKA MUNICI	1	130.00		N		
01-02650	O'REILLY AUTO PARTS	8	322.28		N		
01-02730	SCHOOL DISTRICT OF YORK	1	80.00		N		
01-02850	NEWMAN TRAFFIC SIGNS	1	179.15		N		
01-03930	YORK CHAMBER OF COMMERCE	3	218.00		N		
01-04670	THE POLICE OFFICERS' ASSO	1	40.00		N		
01-04780	RHOMAR INDUSTRIES INC	1	484.08		N		
01-05250	MURPHY TRACTOR	2	2,682.45		N		
01-05380	NE STATE FIRE MARSHAL	1	120.00		N		
01-06160	DELL MARKETING L.P.	1	3,474.00		N		
01-06290	JOHNSEN CORROSIONENGINEE	1	2,670.00		N		
01-06630	FASTENAL	1	7.28		N		
01-07330	PUSH PEDAL PULL	1	370.00		N		
01-07870	CUMMINS CENTRAL POWER, LL	1	2,412.24		N		
01-09110	HY-TEC AUTO SERVICE	1	288.18		N		
01-09220	CENTRAL NEBRASKAREFRIGER	1	156.08		N		
01-1	MISCELLANEOUS VENDOR	4	143.00		N		
01-10020	YORK COUNTY REGISTER OF D	1	10.00		N		
01-10110	BADGER METER INC	1	373.20		N		
01-11190	MEAD LUMBER & RENTAL	1	400.48		N		
01-11220	PAUL DAVIS RESTORATION &	1	250.00		N		

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-14420	911 CUSTOM	2	535.72		N		
01-05310	SAPP BROTHERS PETROLEUM	1	5,542.08		N		
01-14850	CHEREE FOLTS	1	80.00		N		
01-14880	ALFRED BENESCH & CO	1	4,981.00		N		
01-15560	TRUCK CENTER	4	1,018.96		N		
01-15900	ARAMARK UNIFORM SERVICE	2	300.58		N		
01-15940	MED-TECH RESOURCE INC	3	1,518.71		N		
01-15980	HDR ENGINEERING INC	1	1,537.76		N		
01-16050	DAWSON ELECTRIC INC	1	1,066.71		N		
01-16290	MICHAELA STUHR	1	77.72		N		
01-16710	ONE CALL CONCEPTS INC	1	124.26		N		
01-16930	BRUCE WAGNER	1	75.00		Y		
01-17610	AFTER HOURS GRAFIC	1	880.79		Y		
01-18120	TERRI CARLSON	1	120.00		N		
01-19370	NE TECHNOLOGY & TELECOMMU	2	141.42		N		
01-19940	OVERDRIVE INC	1	1,129.82		N		
01-22050	HEAVY METAL SUPPLY CO	1	350.80		N		
01-22100	SLACK AUTO SUPPLY LLC	4	467.98		N		
01-22670	NATIONWIDE INS	1	100.00		N		
01-23070	AMERICAN RED CROSS	1	126.00		N		
01-24090	AXIA PAYMENTS	2	196.08		N		
01-24100	GLOBAL PAYMENTS	1	407.23		N		
01-24440	QUALITY SOUND & COMMUNICA	1	35.00		Y		
01-24920	GEHL FOODS	1	198.00		N		
01-25530	SAM'S CLUB MC/SYNCE	1	3,872.46		N		
01-25730	MUNSTER TINT & VINYL LLC	1	225.00		N		
01-26330	QUICK MED CLAIMS	1	8,831.23		N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT	G/L NO#	G/L NAME	G/L AMOUNT
01-26510	QUADIENT LEASING	1	686.46		N		
01-26670	MIDWEST ALARMSERVICES	1	105.35		N		
01-27210	MIDWEST AUTO PARTS INC.	19	2,495.20		N		
01-27570	LINCOLN CREEKELECTRIC	1	6,465.00		Y		
01-27780	ROBERT AILOR	1	956.25		Y		
01-27940	MECHANICAL SALES INC	1	8,257.50		N		
01-28020	NEC COMMUNICATIONSAMERIC	1	2,169.21		N		
01-28080	FIRST NATIONALCOMPANY	1	1,000.00		N		
01-28520	IRON DIAMOND MEDIA	2	2,000.00		N		
01-28540	AMAZON BUSINESS	7	344.14		N		
01-29270	ALLO	2	1,794.36		N		
01-29500	AT & T MOBILITY	1	185.48		N		
01-29670	BRITTANY STEINER	1	40.03		Y		
01-29690	PAYMENTECH, LLC	1	3,392.42		N		
01-29950	AMERICAN EXPRESS TRAVEL R	1	8.00		N		
01-31160	RAPID FIRE PROTECTION INC	1	225.00		N		
01-31180	SUPERIOR INTERNATIONALIN	1	4,000.00		N		
*** REPORT TOTALS ***		247	179,664.34				
		PAYROLL	193,980.87				
		TOTAL	373,645.21				

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	: 1/05/2024 THRU 1/18/2024	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

DEPARTMENT REPORTS

December

2023

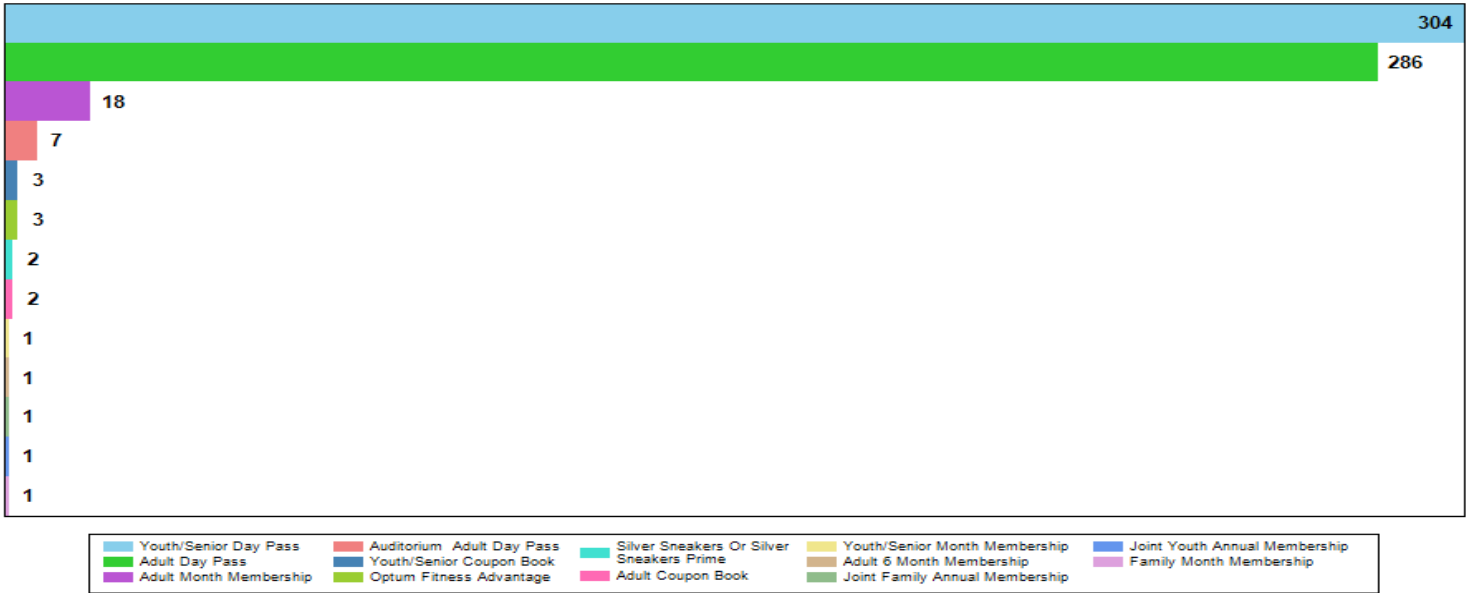
COMMUNITY CENTER
FIRE
KILGORE MEMORIAL LIBRARY
POLICE
PUBLIC WORKS

Community Center

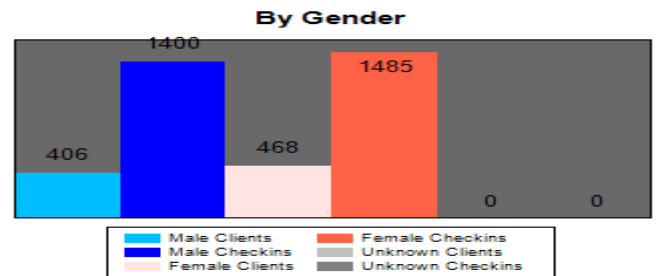
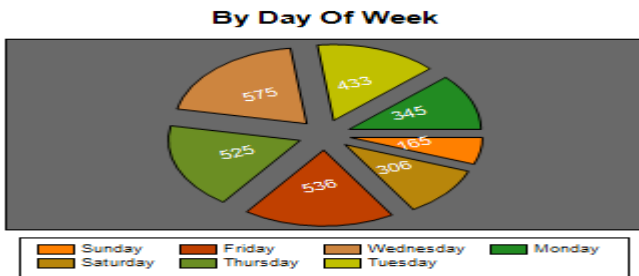
Total Income (Unofficial): \$41,648.20

	CASH	CHECK	CREDIT	TOTAL	Center Admissions	Aud Admissions	FAC Admissions	Center Programs	FAC Programs	Center Rentals	Aud Rentals	Miscellaneous	Notes
TOTALS	\$3,110.00	\$32,592.20	\$5,946.00	\$41,648.20	\$6,352.20	\$15.00	\$0.00	\$3,544.00	\$0.00	\$1,340.00	\$1,046.00	\$29,351.00	Mincks Park Splash Pad Donation, Parks Donation, & YPR Attire

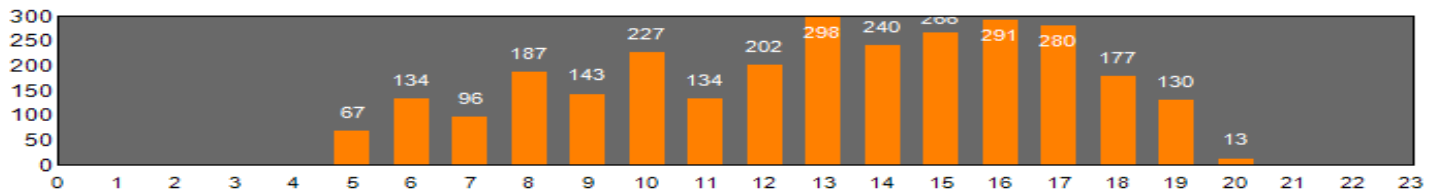
Total Memberships/Day Passes/Coupon Books Sold: 630



Total Membership Attendance: 2,885



By Hour of Day



York University Attendance: 220

Adult/Community/Youth Programs/Leagues:

Adult Programs/Leagues: 12 Days of Fitness, Adult Lap Swim, Senior Water Aerobics, Noon Ball, Holly Jolly Volleyball Tournament, *NEW* Cornhole League, Adult Water Aerobics, *NEW* Holiday High-Intensity Interval Training (HIIT) Bootcamp, & Coed 6's Indoor Volleyball League

Community Programs/Leagues: Story Walk, Pickleball Open Rec, Yoga, & Candy Cane Hunt & Cookie Decorating

Youth Programs/Leagues: Middle School 'Lock-In,' Munchkin Mornings, Mini Masterminds, Parents' Night Out - Holiday Edition, & Snowblazers

Ballpark Complex

Total Income (Unofficial): \$2,974.90

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Miller Concessions	Rental Fees	Player Fees	Sponsorships	RV Fees	Split % w/	Notes
TOTALS	\$14.00	\$2,960.90	\$0.00	\$2,974.90	\$474.90	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00	

Soccer Complex

Total Income (Unofficial): \$0.00 (*NEW*)

Rentals/Reservations			
Location	Amount	Type	Notes
Community Center	137	YPR Programs/Leagues: Adult Lap Swim, Senior Water Aerobics, Noon Ball, Middle School 'Lock-In,' Munchkin Mornings, Adult Water Aerobics, Mini Masterminds, *NEW* Holiday HIIT Bootcamp, Yoga, Parents' Night Out - Holiday Edition, & Snowblazers Party Packages: Birthday Parties & Family Christmas, Exeter-Milligan Public Schools Outing, & Building Closed for Christmas Eve & Day	
Family Aquatic Center	0	NONE	End of Season Closure on Sunday, 8/27/2023
Ballpark Complex	0	TOTAL	
Batting Cages	0	NONE	
Fields	0	NONE	
Soccer Complex	0	NONE	Acquired Ownership on Friday, 10/20/2023 Currently Being Upgraded
Auditorium	63	YPR Programs/Leagues: *NEW" Cornhole League, Pickleball Open Rec, Noon Ball, & Snowblazers Homeschool Basketball Tournament, No Bookings for Cleaning, Birthday Party, Emmanuel-Faith Lutheran School Basketball Practices, Sunrise Sertoma Soup Supper, Heart of the Holidays Festival Set Up, Event, & Take Down, Batting Cage Softball Practices, Christmas Party, & Building Closed for Christmas Eve & Day	
Parks/Fields	1	TOTAL	
East Hill Park	1	YPR Program/League: Candy Cane Hunt & Cookie Decorating	
Foster Park	0	NONE	
Harrison Park	0	NONE	
Miller Park	0	NONE	
Mincks Park	0	NONE	
Beaver Creek Field	0	NONE	
Levitt Stadium Field	0	NONE	
Miller Park Fields	0	NONE	

Supply Works

Airport	\$0.00
Auditorium	\$763.60
Ballpark Complex	\$0.00
City Offices	\$70.08
City Shop	\$0.00
Community Center	\$52.03
Family Aquatic Center	\$0.00
Fire Department	\$0.00
Landfill	\$0.00
Library	\$52.03
Parks	\$0.00
Police Department	\$0.00
Soccer Complex	\$0.00
Wastewater	\$0.00
TOTAL	\$937.74



Fire Department
815 N. Grant Ave.
York, NE 68467

York Fire Department

December 2023 Monthly Report

Our total call volume was down a little in December at 137 for the month. 93 of our calls were 911 EMS. We had 29 transfers to hospitals for a higher level of care. We had 15 fire calls with 7 of them being automatic fire alarms, and 2 gas leaks, the other fire calls were minor in nature with very little damage. We had 14 instances where we had 2 EMS calls going on at the same time and 2 instances where we had 3 calls going on at once. We spent Christmas Day out on I80 twice. We were called to assist Henderson VFD with a multi-vehicle accident at 0830 at MM 343 then we were dispatched to our own at 1030ish at MM 353. There were serious injuries to 2 individuals at Henderson, one of which was taken to Lincoln. We transported 1 with minor injuries from ours.

Activities for the month included tours of the Collins Aerospace for familiarization. We had an engine standby for a show of support for the YHS one-act play kids. We did some tours of the fire station for 15 kids and 5 adults for fire prevention. On December 10th, the York Fire Department delivered Santa to the Holiday Festivities at the Auditorium. York Fire personnel then put lights on our aerial and made it part of the Christmas-lighted parade that took place that evening. B shift and the Fire Chief attended the city employee Christmas party. Firefighter Brekke and I gave a fire extinguisher class to 30 employees of the Cornerstone Building Products. Our fire station build committee met a couple of times during the month to discuss design ideas. We did purchase our mechanical Self-Contained Breathing Apparatus fit tester that we budgeted for. We are training our people on its use currently. 3 members of York Fire viewed a retention and recruitment video given to us by the National Volunteer Fire Council.

Training for the month continued with 2–8-hour days of the paramedic refresher we are having here at York Fire. Our training academy class for our new volunteer firefighters and junior firefighters continued during the month of October. Our 3 paramedic students continued their studies. We did have some EMS classes for those not attending the Fire Academy classes.

As we had thought, we set a record for calls for 2023. We did 1681 calls for service. That averages to just less than 5 calls a day. We continue to forecast an increased call volume as our baby boomers reach retirement age and the number of elderly continues to grow. The 911 stipend for our volunteers is working. Our volunteer officers are the ones keeping track of this under my supervision. We appreciate all the support from the York City Council and administration in the last year.


Respectfully submitted,

York Fire Chief

Kilgore Memorial Library
Director's Report
Prepared for the January, 2024
York City Council meeting

1. Both displays are currently in transition.
2. Everyone is busy working on updates and projects that will make 2024 an exciting time for the community. Grants have been submitted and we are waiting for responses. A new and updated website is under construction. Summer Reading plans are being developed. When we are finished with our planning efforts 2024 should be another year of services to help make York a great community to live and work.

Respectfully submitted by,

A handwritten signature in cursive script that reads "Debora Robertson".

Debora Robertson
Director, Kilgore Memorial Library

LIBRARY DATA AT A GLANCE

Data Type	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	March 2024	April 2024	May 2024	June 2024	July 2024	Aug 2024	Sept 2024	Year to Date
Added to Physical Collections	311	265	110										686
Added to E-Book Collections	612	522	638										1772
Physical item circulation	5,525	5,151	4,578										15254
E-books Circulations	2,058	1,882	1,919										5859
New Patrons	140	142	131										413
Public Computer logins	780	664	617										2061
Door Count	3,040	3,051	2,731										8822
Website visits	1,773	1,531	1,437										4741
Meeting Room Use	453	392	298										1143

Data Type	Total 2022	Total 2021	Total 2020
Physical Collections	62,255	64,107	63,321
E-Book Collections	59,624	52,789	57,200
Physical item circulation	63,625	58,648	45,885
E-book Circulations	17,362	17,647	16,935
Registered Borrowers	4,077	5,104	5,348
Public Computer logins	6,849	6,445	6,391
Door Count	36,648	48,055	36,276
Website visits	47,270	49,025	51,633

Meeting Room Use	5,239	3,000	3,576
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Data for annual report to Nebraska Library Commission submitted January each year.

POLICE DEPARTMENT MONTH END REPORT

December 2023

*****CFS = CALLS FOR SERVICE*****

Accidents calls in total	33
Cases	17
CFS only	16
Property damage accidents	25
Hit & run accidents	7
Personal injury accidents (persons injured -2)	1
Fatality accidents	0
Number of vehicles involved in accidents	61

Total Mileage patrolled 10,641
 (800- 112; 801- 736; 802 – 658; 803 –1385 ; 804 – 1971;
 805 -- 2442; 806 – 1845; 808--1492 ; 809- N/A)

Total Calls for Service (CFS) 680

Tickets Issued—(T-traffic/ P-parking/ A-animal/ H-Notification-health)

T-Citations – 23; P-Citations – ;
T-Warnings –33; P-Warnings -23; A-Warnings –20; H-Warnings -
P-Non-moving Violation-- 7; Defects—3; H-Notifications -- 4;
Verbal Warnings (all) --114;

Health/Vegetation CFS	5
Animal/dog bite CFS	47
Parking related CFS	41
Extra/Special Services-(Escorts ; Other chks ; Aid ; Patrol,,hitchhiker)	18
School checks	13
Welfare Checks	23
Alarms (Business/Residential)	19
Traffic related CFS (Stops-Offenses-Mot. Asst-)	204
Juvenile involved CFS (juv-runaway/missing/kidnapping-abduction).	8
HHS-Child Abuse/Neglect-Adult Protective Services	0
Assaults/Sexual Assaults reports/investigated	5
Disturbance/Disorderly Conduct CFS	13
Vandalism/Property Damage (Criminal Mischief) reported/investigated	8
Burglary/Larceny/Robbery(theft-motor veh) Forgery/Fraud reported/investigated	17
Criminal Offenses (Cases Made)	70
-Citations in lieu of Arrest.	9
-Arrests	25

Board of Public Works
December 19, 2023 4:00 PM
City Administrator's Office

Attendance taken at 4:02 P.M.

Present Board Members:

Marlowe Wall
Matt Leif
Kenny Ekeler
Bill Williamsen

Absent:

Carston Staehr

Also Present:

James Paul, Director of Public Works

1. Agenda

2. Roll Call

3. Review Minutes of Last Meeting

Motion Passed: Minutes of the November meeting passed with a motion by Bill Williamsen and a second by Kenny Ekeler.

Marlowe Wall	Yes
Matt Leif	Yes
Bill Williamsen	Yes
Kenny Ekeler	Yes
Carston Staehr	Absent

4. Farm Management Report

Motion Passed: The November Farm Management Report passed with a motion by Kenny Ekeler and a second by Bill Williamsen.

Marlowe Wall	Yes
Matt Leif	Yes
Bill Williamsen	Yes
Kenny Ekeler	Yes
Carston Staehr	Absent

5. Wastewater Financial Reports

Motion Passed: The November Wastewater Financial Report passed with a motion by Kenny Ekeler and a second by Marlowe Wall.

Marlowe Wall Yes
Matt Leif Yes
Bill Williamsen Yes
Kenny Ekeler Yes
Carston Staehr Absent

6. Water Financial Reports

Motion Passed: The November Water Financial Report passed with a motion by Kenny Ekeler and a second by Matt Leif.

Marlowe Wall Yes
Matt Leif Yes
Bill Williamsen Yes
Kenny Ekeler Yes
Carston Staehr Absent

7. Wastewater Claims

Motion Passed: The November Wastewater Claims passed with a motion by Bill Williamsen and a second by Kenny Ekeler.

Marlowe Wall Yes
Matt Leif Yes
Bill Williamsen Yes
Kenny Ekeler Yes
Carston Staehr Absent

8. Water Claims

Motion Passed: The November Water Claims passed with a motion by Kenny Ekeler and a second by Bill Williamsen.

Marlowe Wall Yes
Matt Leif Yes
Bill Williamsen Yes
Kenny Ekeler Yes
Carston Staehr Absent

9. Director of Public Works Report

Motion Passed: The November Director of Public Works Report passed with a motion by Marlowe Wall and a second by Matt Leif.

Marlowe Wall Yes
Matt Leif Yes
Bill Williamsen Yes
Kenny Ekeler Yes
Carston Staehr Absent

Meeting adjourned at 4:22 P.M.

Megan Makovicka



DEPARTMENT OF PUBLIC WORKS

MONTHLY REPORT

December — 2023

STREET DEPARTMENT

During the month of December, the central garage serviced and repaired equipment for all city departments as follows:

Street	102	Airport	0	Park	0	Fire	0
Police	4	Landfill	0	Wastewater	5	Water	0

The street sweeper operated 65 hours in December, during which time 159 miles were swept and 68 cubic yards of material were removed from the city streets.

Other major labor activities included:

Job	Hours
General maintenance	112
Shop cleaning	16
Property maintenance	14
Snow removal	253
Mowing/weed control	0
Tree/shrub maintenance	0
Sidewalk repair	0
Right-of-way maintenance	82
Gravel street/alley maintenance	50
Paved surface maintenance	5
Storm sewer repair	0
Traffic signing/signal installation/repair	109
Trash removal	20
Plant wages	4
TOTAL	665

PARK DEPARTMENT

Park personnel performed the following activities:

Job	Hours
Property maintenance	22
Mowing/weed control	18
Tree/shrub maintenance	95
Ball field maintenance	138
Playground equipment maintenance	0
Trash removal	19
General maintenance	32
Building maintenance	13
TOTAL	337

AUDITORIUM

Park/Street personnel performed the following activities:

Job	Hours
General maintenance	0
Building maintenance	0
Property maintenance	0
Parking lot maintenance	8
TOTAL	8

WASTEWATER TREATMENT PLANT

Plant operation for December and the comparison figures for December of last year:

	Last Month	2023	2022	Units
Total flow	29,365,500	29,968,339	26,690,812	gallons
Average flow/day	978,850	966,721	860,994	gallons
Average flow/person	122.36	120.84	107.62	gallons
Grit and screenings to landfill	3.57	31.87	24.10	tons
Bio solids wasted	1.151075	1.020012	1.22991	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	146
Building maintenance	49
Sewer system maintenance	108
Property maintenance	335
One-call locates	9
Laboratory testing	93
Equipment maintenance	131
Custodial	1
Tree/shrub maintenance	9
TOTAL	881

WATER DEPARTMENT

Plant operation figures for December and the comparison figures for December of last year follow:

	Last Month	2023	2022	Unit
Total water pumped	25,041,000	13,019,000	23,438,000	gallons
Total water billed	27,755,318	29,225,910	29,713,073	gallons
Average use per day	807,774	419,968	756,065	gallons
Average use per person	101	52	95	gallons
Total electricity used	41,416	19,897	157,974	kW
Pumps yield	605	654	148	gallons/kW
Peak pumping date	7 th	4 th	31 st	
Peak amount	1,043,000	881,000	958,000	gallons

Report of office operations for December and comparison figures for December of last year:

	2023	2022
Water bills	1,825	1,818
Sewer bills	1,760	1,768
New taps	0	1"-1
Service leaks	0	0
Main leaks	0	1
Diggers Hotline calls	152	124

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	50
Distribution maintenance	214
Property maintenance	24
One-call locates	9
Meter reading	30
Final notice collection	2
Meter maintenance	0
Pump/well maintenance	0
General maintenance	45
Custodial	55
Building maintenance	13
TOTAL	442

SOLID WASTE RECEIVING CENTER AND LANDFILL

Solid Waste Receiving Center operation figures for December as reported by scale:

	2023		2022	
	Trips	Tons	Trips	Tons
Landfill	594	1933.37	1873	6636.55
C & D	142	314.13	1480	3807.88
Transfer Station	215	66.15	490	97.67
Brush Pile	77	60.01	266	130.32
Tire Pile	1	0.00	11	0.00
Metal Roll-off	0	0.00	11	0.00
Total	1029	2373.66	4131	10672.42

Revenue collected during December totaled \$149,065.50. The same period last year totaled \$144,253.25.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	155
Landfill Equipment	459
Wind screen & litter control	0
Recycling Act	0
TOTAL	614

AIRPORT

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	29
Building maintenance	0
Mowing/weed control	0
TOTAL	29

CONVENTION CENTER

Public Works personnel performed the following activities:

Job	Hours
Building maintenance	0
Property maintenance	0
Mowing/weed control	0
General maintenance	2
TOTAL	2

Building Permits issued in December 2023

05-Jan-24

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
101343	Robert Ringer	1007 N Grant Ave	Reroof, reside	7,000.00
101340	Brandon Skelton	1627 N Lincoln Ave	Reroof, gutters	10,285.00
101341	Brandon Skelton	1619 N Lincoln Ave	Reroof, gutters	15,610.00
101342	Brandon Skelton	1631 N Lincoln Ave	Reroof	11,480.00
101339	Brandon Skelton	806 W 4th St	Reroof	12,733.00
101338	Bartdol LLC	109 E 6th St	Gut repair and remodel	160,000.00
101336	Matthew Koch	1210 N Iowa Ave	Deck	16,000.00
101373	Daniel Mead	916 W Nobes Rd	Reside	8,815.02
101365	Keith & Carlie Kopcho	1933 E 17th St	Fence	12,400.00
101362	York University	932 Kiplinger Ave	Demolish	
101363	York University	1424 E 9th St	Demolish	
101356	Road 6 Customs	2524 S Lincoln Ave	Add firewall, overhead door	15,000.00
101321	York University	1612 E 12th St	Locker Rooms and Wrestling Room	736,062.00
101354	Miller Seed & Supply	327 N York Ave	Replace metal panels on 3 buildings	71,500.00
101353	Charlene Neville	1214 Kiplinger Ave	Privacy fence	500.00
101351	BigHorn Ventures	610 N Lincoln Ave	DTR project	35,259.00
101350	Jessica Nickels	1515 Harre Lane	Driveway	5,000.00
101347	Dereck Samudio	120 W 11th St	Privacy fence	3,794.00
101348	Tucker Development	3310 Cornhusker Dr	Lot 3, Holthus Subdivision 7th Addition, A, Part of t Dental Office	1,982,247.00
101369	Green Plains	1414 Road O	Storage	79,872.00

\$3,183,557.02

Permits Issued: 20

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION



Jim Pillen, Governor

January 5, 2024

Amanda Ring
City Clerk
100 East 4th Street
York, NE 68467-0276

RE: Renewal of Maintenance Agreement No. 25 – QE2116-002
Certificate of Compliance No. 25 – QE2116 – 001

Attached to this letter is the City Maintenance Agreement with the Nebraska Department of Transportation for highway corridors through your community. This agreement begins January 1, 2024, and runs thru December 31, 2024. The rates for 2024 will remain the same as 2023. Please arrange for the review and execution of these documents by the proper city officials and return to this office as soon as possible for processing. A copy will be returned to the City once it is executed by the Nebraska Department of Transportation.

Due to an increase in cost of materials and equipment, NDOT will begin using a 3-year state average (per lane mile) to create a fair rate for snow removal, system preservation and right of way maintenance. Each supplement after the 2025 agreement will show a 3% increase. Following the fourth supplement, the Department will calculate a new 3-year average for a new base rate set to begin in 2030. For budgeting purposes, the chart below shows the rates (per lane mile) for years 2025 – 2029.

	2025	2026	2027	2028	2029
Snow Removal	\$1,430.00	\$1,470.00	\$1,510.00	\$1,560.00	\$1,600.00
System Preservation	\$2,030.00	\$2,090.00	\$2,160.00	\$2,220.00	\$2,290.00

Enclosed is a Certificate of Compliance for the Maintenance Agreement which confirms all the NDOT system maintenance through your city limits has been completed as required by the Agreement for the period January 1, 2023 thru December 31, 2023.

When compliance has been verified, please have it signed by the appropriate city officials and returned to my attention to our office by **January 19, 2024**.

Sincerely,

Wesley Wahlgren
District Engineer

Vicki Kramer, Director
Department of Transportation

District 4 Headquarters
211 North Tilden Street
PO Box 1488
Grand Island, NE 68802-1488

OFFICE 308-385-6265 FAX 308-385-6269
NDOT.ContactUs@nebraska.gov

dot.nebraska.gov



AGREEMENT RENEWAL

Maintenance Agreement No. 25 / QE2116
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of YORK
Municipal Extensions in YORK

We hereby agree that Maintenance Agreement No. 25 / QE2116 described above be renewed for the period January 1, 2024 to December 31, 2024.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2022, with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, _____.

ATTEST: City of _____

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, _____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: York

Date: 1/1/24

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 9.16 lane miles. Pursuant to Sections 1d, 8c, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:
 $9.16 \text{ lane miles} \times \$2,100.00 \text{ per lane mile} = \$19,236.00.$

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$665.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:
 $10.30 \text{ lane miles} \times \$665.00 \text{ per lane mile} = \$6,849.50$

Other (*Explain*)

$\$19,236.00 - \$6,849.50 = \$12,386.50$ due the City

**ATTACHMENT C
CITY OF YORK--2024**

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2105**

Description	HWY NO.	Reference Post		Length in Miles	Total Driving Lanes	Total Lane Miles	Responsibility	
		From	To				State	City
South City limits to S. 21 st St.	81	57.64	59.93	2.29	4	9.16	*9.16**	
West City limits to leave City limits	34	271.31	271.75	0.44	2	0.88	0.88**	
Re-enter City limits to leave City limits	34	271.93	271.96	0.03	2	0.06	0.06**	
Re-enter City limits to east City limits	34	273.38	273.48	0.10	2	0.20	0.20**	
TOTALS:				2.86		10.30	10.30	

***State will pay City for surface maintenance 9.16 lane miles.**

****City will pay State for snow plowing 10.30 lane miles.**

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 25 QE 2116 Supp 001
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of YORK
Municipal Extensions in YORK

We hereby certify that all roadway snow removal and surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Wes Wahlgren, Department of Transportation, City, Nebraska.

ATTEST: _____ day of _____, .

City Clerk

Mayor/Designee

I hereby certify that all roadway snow removal and surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: York

Date: 1/1/23

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 9.16 lane miles. Pursuant to Sections 1d, 8c, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

9.16 lane miles x \$2,100.00 per lane mile = \$19,236.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$665.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

10.30 lane miles x \$665.00 per lane mile = \$6,849.50

Other (*Explain*)

\$19,236.00 - \$6,849.50 = \$12,386.50 due the City

**ATTACHMENT C
CITY OF YORK--2023**

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2105**

Description	HWY NO.	Reference Post		Length in Miles	Total Driving Lanes	Total Lane Miles	Responsibility	
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South City limits to S. 21 st St.	81	57.64	59.93	2.29	4	9.16	*9.16**	
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Re-enter City limits to leave City limits	34	271.93	271.96	0.03	2	0.06	0.06**	
Re-enter City limits to east City limits	34	273.38	273.48	0.10	2	0.20	0.20**	
TOTALS:				2.86		10.30	10.30	

***State will pay City for surface maintenance 9.16 lane miles.**

****City will pay State for snow plowing 10.30 lane miles.**

ADMINISTRATIVE ASSISTANCE CONTRACT
with the City of York, Nebraska
to Administer the Economic Development Plan
(Using Program Income from Community Development Block Grant funds)

Article 1.0 **Identification of Parties.**

This contract is entered into by and between the Southeast Nebraska Development District, (hereinafter referred to as SENDD) and the City of York, Nebraska (hereinafter referred to as the Municipality.)

Article 2.0 **Statement of Purpose.**

WHEREAS, the Municipality has and will continue to receive program income as a result of a Community Development Block Grant award; and,

WHEREAS, the Municipality wishes to engage SENDD to provide certain technical and professional services; and,

WHEREAS, SENDD has the authority and professional staff necessary for performing such services; and,

NOW THEREFORE, the parties hereto agree to the Contract terms stated herein.

Article 3.0 **Area Covered.**

SENDD shall perform all work required under this Contract in connection with and respecting the following activity: **Administration of the “CDBG Program Income Reuse Plan for Economic Development” of the Municipality.**

Article 4.0 **Scope of Work.**

SENDD shall perform in a satisfactory and proper manner, as determined by the Municipality, the following work:

4.1 Files.

SENDD shall assist the Municipality in establishing and maintaining all program files. SENDD will review each file periodically and will assist the Municipality's staff in ensuring that information retained in the files is appropriate and sufficient to meet ongoing Community Development Block Grant (CDBG) grantee requirements. Files shall include, but not necessarily be limited to, the following:

1. Application documents
2. Environmental Review
3. Federal Labor Standards
4. Equal Opportunity/Affirmative Action
5. Procurement Standards/Invitation for Bids
6. Financial Management
7. Performance and Capacity

4.2 Financial Management.

SENDD will assist in all grant-related bookkeeping duties and responsibilities, and will aid in ensuring that expenditures of funds comply with program requirement.

4.3 Performance Reports.

SENDD will assist in the preparation of semi-annual “activities and funds” report and submit the same to the Municipality. The report will include statements addressing:

1. The beginning and ending fund balance and use of funds for the period covered.
2. A summary of activities to promote the use of the Economic Development Program.
3. Economic Development applications considered pending and approved.

4.4 Assurances Requirements.

SENDD will assist the Municipality in meeting the requirements of the following grant-required laws, rules, and regulations:

1. National Environmental Policy Act of 1969 and 24 CFR Part 58.
2. Title I of the Housing and Community Development Act of 1974 as amended.
3. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 24 CFR Part 42.

4. Section 3 of the Housing and Urban Development Act of 1968.
5. Title VI of Civil Rights Act of 1964 and 24 CFR Part I.
6. Title VII of the Civil Rights Act of 1968.
7. Age Discrimination Act of 1975.
8. Davis-Bacon Fair Labor Standards Act of 1970, as amended.
9. Contract Work Hours and Safety Standards Act of 1970.
10. Section 304 of the Rehabilitation Act of 1973.
11. Title IV of the Lead Based Paint Poisoning Prevention Act and 24 CFR Part 35.
12. Executive Order 11063 as amended by Executive Order 12259 and 24 CFR Part 107.
13. OMB Circular A-102.
14. OMB Circular A-87.
15. 24 CFR 570.488 to 570.499(a).
16. Nebraska Community Development Law.
17. Nebraska Environmental Protection Act.

4.5 Project Development.

SEND D will assist the Municipality in evaluating proposed projects and with the preparation of the applications and related documents. Prospective applicants and projects may be referred by the Municipality, or any other development organization including the Nebraska Department of Economic Development.

4.6 Project Evaluation.

At the request of the application Review Committee, SEND D shall review all applications for funds under the Economic Development Plan and make a written recommendation to the Review Committee. SEND D shall also assist the Review Committee in evaluating and negotiating changes and/or terms for all applications.

4.7 Project Closeout

At the request of the application Review Committee and City Council (per direction from the Nebraska Department of Economic Development), SEND D shall assist the community with drafting program closeout information, including but not limited to, public hearing notices, drafting resolutions, and assisting with financial management should DED require funds to be paid back.

Article 5.0. Key Personnel.

The Executive Director of SEND D will assign the duties and responsibilities of Program Administrator to an appropriate staff member for the duration of this Contract. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Municipality. Any approved work or services subcontracted hereunder shall be specified by written contract and shall be subject to each provision of this Contract.

Article 6.0 Assignability.

SEND D shall not assign any interest in this Contract nor transfer any interest in the same without the prior written consent of the Municipality thereto. Provided, however, that claims for money by SEND D from the Municipality under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Municipality.

Article 7.0 Time of Performance.

7.1. Services commencing.

The services of SEND D are to commence as of the date of this Contract, and shall be undertaken in such sequence as to assure the efficient operation of the program. All services required hereunder shall continue until this agreement is canceled, as provided in Article 11, or the Municipality repeals the Economic Development Plan that provided the authority for this Contract. For budgeting/accounting purposes, this contract shall have a fiscal year ending June 30 of each year.

7.2. Automatic Renewal

If this contract is not terminated in accordance with one of the methods outlined in this Article #11, it is mutually agreed that this contract shall continue in force from year to year. The annual

accrual of fees under this contract (as detailed in 8.1) toward the maximum shall be reset to zero "0" at each July 1 during the life of this contract.

Article 8.0 Conditions of Payments.

8.1 Compensation.

For purposes of this Contract, the cost for performing services outlined in Article 4.0 of this Contract shall be provided to the Municipality on an actual cost incurred **basis up to a maximum total of \$10,000 per annum.** The Municipality agrees to pay SENDD for costs incurred within a reasonable period of time following presentation of a detailed accounting of incurred expenses

8.2 Accountability.

SEND D shall document expenditures of funds in accordance with the purposes and conditions of this contract.

Article 9.0 Compliance with Local Laws.

SEND D will comply with all applicable laws, ordinances and codes of the State and local government.

Article 10.0 Records.

SEND D agrees to maintain such records and follow such procedures as may be required under OMB Circulars A-102 and A-133 and any such procedures that the Municipality may prescribe. In general, such records will include information pertaining to the Contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate) and performance. All such records pertinent to this Contract shall be retained by SEND D for a period of four (4) years after completion of this Contract. The Municipality and duly authorized officials of the State and Federal government shall have full access and the right to examine any pertinent documents, papers, records and books of SEND D involving transactions with this Contract.

Article 11.0 Suspension and Termination.

If SEND D fails to comply with the terms and conditions of this Contract, the Municipality may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Contract in the manner specified herein:

a. Suspension.

If SEND D fails to comply with the terms and conditions of this Contract, or whenever SEND D is unable to substantiate full compliance with provisions of this Contract, the Municipality may suspend the Contract pending corrective actions or investigations, effective not less than seven (7) days following written notification to SEND D or its authorized representative. The suspension will remain in full force and effect until SEND D has taken corrective action to the satisfaction of the Municipality and is able to substantiate its full compliance with the terms and conditions of the Contract. No obligations incurred by SEND D or its authorized representatives during the period of suspension will be allowable under the Contract except:

- (1) Reasonable, proper and otherwise allowable costs which SEND D could not avoid during the period of suspension.
- (2) If, upon investigation, SEND D substantiates complete compliance with the terms and conditions of this Contract, otherwise allowable costs incurred during the period of suspension will be allowed.
- (3) In the event all or any portion of the work prepared by SEND D is suspended, abandoned, or otherwise terminated, the Municipality shall pay SEND D for work performed to the satisfaction of the Municipality, in accordance with the percentage of the work completed.

b. Termination for Cause.

If SEND D fails to comply with the terms and conditions of this Contract and any of the following conditions exist:

- (1) The lack of compliance with the provisions of this Contract are of such scope and nature that the Municipality deems continuation of this Contract to be substantially detrimental to the interests of the Municipality; or,
- (2) SEND D has failed to take satisfactory action as directed by the Municipality or its authorized representative within the time specified by same; or,
- (3) SEND D has failed within the time specified by the Municipality or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Contract; then,

- (4) The Municipality may terminate this Contract in whole or in part, and thereupon shall notify SENDD of termination, and the reasons for said termination. The effective date of said termination shall not be prior to notification of SENDD. After this effective date, no charges incurred under any terminated portions of the Contract are allowable.

c. Termination for Other Grounds.

This Contract may also be terminated in whole or in part:

- (1) By the Municipality, with the consent of SENDD, or by SENDD with the consent of the Municipality which in such case the two parties shall devise by mutual agreement, the conditions of termination including effective date and, in case of termination in part, that portion to be terminated;
- (2) If the funds allocated by the Municipality via this Contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
- (3) In the event the Municipality should fail to pay SENDD or payment is not made within sixty (60) days after invoices are rendered, the Municipality agrees that SENDD shall have the right to consider said default a breach of this Contract and the duties of SENDD under this Contract terminated. In such event, the Municipality shall then promptly pay SENDD for all services performed and all allowable expenses incurred; or,
- (4) The Municipality may terminate this Contract at any time providing at least ten (10) days written notice is provided to SENDD. If the Contract is terminated for convenience of the Municipality as provided herein, SENDD will be paid for time provided and expenses incurred up to the termination date

Article 12.0 Changes, Amendments, Modifications.

The Municipality may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the Municipality and SENDD, shall be incorporated as written amendments to this Contract.

Article 13.0 Reports and Information.

SEND D, at such times and in such forms as the parties may agree, shall furnish the Municipality periodic reports pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

Article 14.0 Findings Confidential.

All of the reports, information, data, etc., prepared or assembled by SENDD under this Contract are confidential and SENDD agrees that they shall not be made available to any individual or organization without prior written approval of the Municipality.

Article 15.0 Copyright.

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of SENDD.

Article 16.0 Executive Order 11246.

During the performance of this Contract, SENDD agrees as follows:

- a. Nondiscrimination. SENDD shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. SENDD shall take affirmative action to ensure applicants for employment and employees are treated without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. Nondiscrimination Notices. SENDD shall post in conspicuous places which are available to employees and applicants for employment, notices setting forth this nondiscrimination clause. SENDD shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. Nondiscrimination in Subcontracts. SENDD shall incorporate these requirements in all subcontracts.

Article 17.0 **Title VI of the Civil Rights Act of 1964.**

SEND D shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 18.0 **Section 109 of the Housing and Community Development Act of 1974**

SEND D shall comply with Section 109 of the Housing and Community Development Act of 1974 which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of, or be subjected to, discrimination under any program or activity funded in whole or in part with funds made available under this title.

Article 19.0 **Section 3 Compliance in the Provision of Training, Employment and Business Opportunities.**

- a. Disadvantaged Resident Participation. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to requirements of Section 3, Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns located in, or owned in substantial part by persons residing in, the areas of the project.
- b. Other Signatories Agreement. The parties to this Contract will comply with provisions of Section 3 and do certify and agree that they are under no contract or other liability which would prevent them from complying with these provisions.
- c. Labor Organization Notification. SEND D will deliver to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor or workers' representatives of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. Subcontractor Compliance. The Section 3 Clause will be included by SEND D in subcontracts connected with this project and, at the direction of the Municipality take appropriate action upon finding a subcontractor in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. SEND D will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135 and will not let any subcontract unless the subcontractor has first provided SEND D a preliminary statement of ability to comply with requirements of these regulations.
- e. Failure to Comply. Compliance with the provisions of Section 3, regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient of such assistance, its successors and assigns. Failure to meet these requirements shall subject the applicant, recipient, consultants and subcontractors, its successors and assigns to sanctions specified by the grant or loan agreement or contract through which federal assistance is provided to sanctions specified by 24 CFR, Part 135.

Article 20.0 **Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101 et. seq).**

SEND D shall comply with the Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits or be subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

Article 21.0 **Section 504 of the Rehabilitation Act of 1974, As Amended (29 U.S.C. 794).**

SEND D shall comply with Section 504 of the Rehabilitation Act of 1974, as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds

Article 22.0 **Interest of Member of the Municipality.**

No member of the governing body of the Municipality and no other officer, employee, or agent of the Municipality, who exercises any function or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and SEND D shall take appropriate steps to assure compliance.

Article 23.0 Interest of Other Public Officials.

No member of the governing body of the Municipality and no other public official of the Municipality, who exercises control over functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. SENDD shall take appropriate steps to assure compliance.

Article 24.0 Interest of SENDD and Employees.

SEND D covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. SENDD further covenants that, in the performance of this Contract, no person having such interest shall be employed.

Article 25.0 Audits and Inspections.

The Municipality, the State Auditor and/or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the Economic Development Program and this Contract, by whatever legal and reasonable means deemed expedient by the Municipality, the State Auditor and U.S. Department of Housing and Urban Development.

IN WITNESS THEREOF, SENDD, as Contractor, and the Municipality, have entered into this contract which shall be effective as of the _____ day of _____, 2024.

**SOUTHEAST NEBRASKA
DEVELOPMENT DISTRICT**

CITY OF YORK, NEBRASKA

By: _____
Tom Bliss
Executive Director

By: _____
Barry Redfern
Mayor

Date: _____

Date: _____



December 29, 2023

City of York
Attn: Amanda Ring
100 E 4th St
York, NE 68467

RE: City of York Program Income Report Due

Dear Ms. Ring:

It is that time of the year again to report on the program income for the Economic Development Reuse Funds. Please send a scanned copy of the loan payment history, cash balances, and bank statements for the past six months for the period ending December 31, 2023. For the loan payment history, an updated amortization schedule or Principal/Interest ledger should suffice. **Please send these documents by January 15** as the reports are due January 30, 2024. Once I have this information, I will return the completed report for signature.

Additionally, the Nebraska Department of Economic Development (DED) is requiring communities to discontinue their local Economic Development Revolving Loan Funds (EDRLF), ceasing all economic development activity. Due to this requirement, I will be working with you to schedule a public hearing in the next month or two for the council to pass a resolution discontinuing the EDRLF. With discontinuing the EDRLF, any remaining program income that is in your designated bank account must be sent to DED. If you have any loans outstanding and the borrower has met the national objective of job creation, I would encourage your RLF Committee and Council to consider forgiving the remaining balance; public hearings and council approval are required for this action.

Because of the additional work to close out these local EDRLFs and to ensure contracts are current, we have updated our contract to include language on project closeout. Please review and if you do not have any questions or changes, please proceed with council approval and mayor signature.

Finally, attached are the outstanding administrative invoices that are due upon receipt. If you feel like these have been paid, please let us know. As a reminder, you are allowed to use program income to pay for these invoices. Once the invoices have been paid and the program income report has been completed, I will let you know what the total amount is due to DED. Since invoices will likely be paid in the next program reporting period, I will ensure that those invoices are removed from the total amount due to DED. If you are still collecting loan payments, it would be my recommendation to keep at least \$100 in the account to avoid any overdraft charges.

Should you have any questions or would like to set up a meeting to discuss these changes, please do not hesitate to contact me at kgentrup@sendd.org or (402) 907-2025.

Sincerely,

A handwritten signature in black ink that reads "Kelly Gentrup". The signature is written in a cursive, flowing style.

Kelly Gentrup, Director of Development Services

LINCOLN OFFICE
7407 O Street
Lincoln, NE 68510
Office: 402-475-2560

www.sendd.org



AUBURN OFFICE
919 Central Avenue
Auburn, NE 68305
Office: 402-862-2201

SEND D is an Equal Opportunity Provider and Employer



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

January 10, 2024

City of York
James Paul II
Public Works Director
100 E. 4th Street
York, Ne 68467

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Interchange Area Survey and ROW Negotiation (the "Project")
York, Ne

Dear James:

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

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

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

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

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: Upon Notice to Proceed
Anticipated Completion Date: Anticipated 6 months for completion.

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$36,400.00.

TERMS AND CONDITIONS OF SERVICE

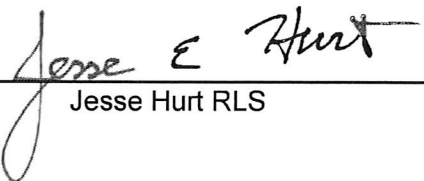
We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be James Paul II.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By  _____
Jai Jason Andrist RLS

By  _____
Jesse Hurt RLS

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

City of York

By _____
Signature

Print Name _____

Title _____

Dated _____

- Attachments
- General Provisions
- Scope of Services

RESOLUTION 2024-1

**A RESOLUTION DECLARING CERTAIN CITY PROPERTY SURPLUS AND
AUTHORIZING DISPOSITION OF SURPLUS PROPERTY**

WHEREAS, there are certain items of City property and equipment surplus to City needs;
NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF YORK, NEBRASKA, hereby resolves as follows:

SECTION 1: The items of City property and equipment listed in Exhibit A, attached hereto, are declared surplus property, and the City staff at the direction of the Mayor, is authorized to sell such property at a price that is in the best interest of the City.

SECTION 2: The City staff is hereby authorized to dispose of said surplus property through one of the following methods:

- a) By transfer to a governmental agency.
- b) In trade as credit toward the purchase of a like article.
- c) By sale through competitive sealed bid, public or private sale, consignment or internet auction.

For any surplus property that is not sold, the City may sell the surplus property for salvage or dispose of the surplus property that cannot be sold.

PASSED AND APPROVED this 18th day of January, 2024.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk

EXHIBIT A

UNIT #	YEAR	DESCRIPTION	DEPARTMENT	VALUATION	SERIAL #
		Library Material Quarterly Clean Out	Library	6,198.47	

	Count	Cost
1: Unassigned	0	\$0.00
2: Adult Fiction	1	\$25.00
3: Non-fiction	304	\$5210.09
4: Biography	0	\$0.00
5: Large Print Fiction	19	\$424.67
6: DVD	0	\$0.00
8: CD	0	\$0.00
9: Playaway	0	\$0.00
10: Music CD	1	\$40.00
11: Paperback	22	\$0.00
12: Periodicals	0	\$0.00
13: YA Fiction	0	\$0.00
14: YA Graphic Novel	0	\$0.00
15: YA CD	0	\$0.00
16: YA Playaway	1	\$49.99
17: Juve Fiction	0	\$0.00
18: Juve Non-fiction	9	\$207.15
19: Juve Biography	0	\$0.00
20: Juve picture books	3	\$39.29
21: Juve Graphic Novel	1	\$5.39
22: Juve DVD	0	\$0.00
23: Juve CD	1	\$12.99
24: Juve Playaway	0	\$0.00
25: Juve Music CD	1	\$14.82
28: Juve Kits	0	\$0.00
29: Board Books	4	\$23.36
30: Juve Periodical	0	\$0.00
31: Cake Pans	0	\$0.00
32: Equipment	0	\$0.00
33: Reference material	0	\$0.00
34: Meeting Room	0	\$0.00
35: Program Count	0	\$0.00
36: 4H Bags	0	\$0.00
NONE	11	\$145.72
	378	\$6198.47

Deleted: Sunday October 1 2023 through the end of Sunday December 31 2023.

ORDINANCE NO. 2361

AN ORDINANCE TO AMEND ARTICLE XV "C-2" BUSINESS DISTRICT OF THE ZONING CODE OF THE CITY OF YORK, NEBRASKA, TO ADD "FIRE STATION" AS A PERMITTED USE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. Article XV "C-2" Business District is amended as follows:

Sec. 3. Use regulations:

The following additional use shall be permitted in the "C-2" Business District:

Fire Station and all uses appurtenant to a fire station.

Section 2. Except as amended herein Article XV, Section 3, shall remain in full force and effect.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance take effect and be in full force and effect from and after its passage, approval, and publication pursuant to law.

PASSED AND APPROVED by the York City Council this _____ day of _____, 2024.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk

ORDINANCE NO. 2361

AN ORDINANCE TO AMEND ARTICLE XV "C-2" BUSINESS DISTRICT OF THE ZONING CODE OF THE CITY OF YORK, NEBRASKA, TO ADD "FIRE STATION" AS A PERMITTED USE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

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PASSED AND APPROVED by the York City Council this _____ day of _____, 2024.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk