

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, May 16, 2024
5:30 PM

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

Public participation in City Council meetings follows the rules established in the City of York Ordinances and the state Open Meetings Act. Pursuant to section 2-32(a) of the City Code and the Open Meetings Act, the presiding officer allows public comments during council meetings on matters designated as public hearings and on matters on the agenda that require passage or other action by the Council. Public comment is not allowed after a motion is made by a council member to pass or act on an agenda item. Comments are not allowed on any item that is not on the agenda to ensure full transparency of discussion items to the public before the meeting as required by the Open Meetings Act.

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 May 9, 2024
3. Pledge of Allegiance
4. Roll Call
5. Minutes of the May 2, 2024 meeting
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$963.63
 - 6.2. Claim for Jeff Pieper of Pieper's Inc. in the amount of \$171.59
 - 6.3. Claim for Stephen Postier of the York County Development Corporation in the amount of \$45.00
7. Claims for the period of May 3 through May 16, 2024
8. Department Activities Reports for the month of April 2024
9. Approve Cash Balances for the month of April 2024
10. City Administrator Report
11. Consider approval of a bid from Nuttelman Farms Partnership for the York Industrial Park farm ground for a one-year lease in the amount of \$28,560.00

12. Consider approval of an agreement between the City of York and SENDD for General Administration for the Public Works Repurpose Project, compensation amount not to exceed \$10,000.00
13. Public hearing on preliminary and final plat:
 - 13.1. Replat of Lots 7 and 8, Bella Vista Estates, City of York, York County, Nebraska
14. Ordinance No. 2368 - Revising all the ordinances of the City; providing for the repeal of certain ordinances not included therein; providing a penalty for violations of the code; and to provide an effective date
 - 14.1. Suspend the rules on Ordinance No. 2368
 - 14.2. Passage of Ordinance No. 2368
15. Mayor Appointments:
 - 15.1. Reappointment of Mark Way to the Personnel Board for a term ending June 1, 2028
 - 15.2. Reappointment of Randy Hall to the Aviation Board for a term ending June 1, 2027
 - 15.3. Reappointment of Suzie Ellis to the Library Advisory Board for a term ending July 1, 2029
 - 15.4. Appointment of Sheldon Sandall to the Board of Public Works for a term ending June 1, 2025
16. Brandon Lehman to address the Council regarding Project Access York concerning the City's budget for the project and future costs
17. Adjournment



Classifieds

York, Nebraska

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Friday.....Thursday at 3pm
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- Five weeks in YNT
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To read ads, place ads and contact the classifieds department go to yorknewstimes.com/classifieds
Employment
yntjobseekers.com

0099 LEGALS

NOTICE OF MEETING

Notice is hereby given that a budget workshop of the City Council as Committee of the Whole of the City of York, Nebraska, will be held immediately following the adjournment of the City Council meeting on Thursday, May 16, 2024 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public. Individuals requiring physical or sensory accommodations should contact the City Clerk at 402-363-2600. Requests need to be made by 5:00p.m. on the Friday prior to the meeting.

Amanda Ring, City Clerk
May 9, 2024 ZNEZ

NOTICE OF FORCLOSURE OF TAX LIENS IN THE DISTRICT COURT OF GREELEY COUNTY, NEBRASKA

CASE NO. C123-3 COUNTY OF GREELEY, NEBRASKA Plaintiff, vs. DARLENE & ROBERT MILLER, et. al. Defendants,

TO: Darlene and Robert Miller, Husband and Wife as Joint Tenants, American Pioneer Title Insurance Company, Beneficial Nebraska, Inc. d/b/a Beneficial Mortgage Co., JOHN DOE NO. 1;

"Tenants in possession of the real estate described herein, real names unknown; ALL OTHER PERSONS/ENTITIES unknown having or claiming any right, title, or interest in and to the following real estate, real name unknown, to wit:

Lot Nine (9) & the West Half (W 1/2) of Lot Ten (10), in Block Forty-two (42), First Addition to the Town of Spalding, Greeley County, Nebraska, real names unknown.

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that on the 15th day of February, 2023, the County of Greeley filed a Petition in the District Court of Greeley County, Nebraska, against you and each of you, which cause appears on Docket C123-3 of the records of the Clerk of the District Court of Greeley County, Nebraska, the object and prayer of which is to foreclose certain tax liens by resolution duly presented and passed for foreclosure of tax liens on the following:

Lot Nine (9) & the West Half (W 1/2) of Lot Ten (10), in Block Forty-two (42), First Addition to the Town of Spalding, Greeley County, Nebraska.

That the several parcels of real estate described herein and in the Petition were subject to taxation for State and Governmental and Municipal subdivisions and special assessments for the several years as enumerated in the Petition and the Exhibits thereto attached and by reference made apart thereof, that unless the same is paid by you or any of you, that a Decree will be entered in said Court, foreclosing and forever barring you and each of you of any and all claims upon interest of estate in, right, or title to, or lien upon or equity of redemption in or to said herein described real estate and that the same or so much as may be necessary to satisfy the Plaintiff's lien together with costs shall be sold in accordance with the law and for such other further relief as equity requires and as to the Court may seem just and equitable.

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that you are required to answer said Petition on or before the 15th day of May, 2024.

0099 LEGALS

COUNTY OF GREELEY, STATE OF NEBRASKA, Plaintiff, /s/ Cindy Bassett Cindy Bassett #21044 Greeley County Attorney 101 S Kildare Greeley, Nebraska 68842-0328 (308) 428-5020 April 25 May 2, 9, 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, May 16, 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. Individuals requiring physical or sensory accommodations should contact the City Clerk at 402-363-2600. Requests need to be made by 5:00p.m. on the Friday prior to the meeting.

May 9, 2024 ZNEZ

CLINCH LAW FIRM, LLC NOTICE IN THE COUNTY COURT OF YORK COUNTY, NEBRASKA

Estate of David C. Rasmussen, Deceased Case No. PR 24-31

Notice is hereby given that on April 22, 2024, in the County Court of York County, Nebraska, the Registrar issued a written statement of Informal Appointment of Co-Personal Representatives in Intestacy of said Decedent and that Julene I. Rasmussen, whose address is 2117 E. 15th Street, York, NE 68467, and Amy C. Lehman whose address is 1430 S. Grant Ave., York, NE 68467, were informally appointed by the Registrar as Co-Personal Representatives of the Estate.

Creditors of this Estate must file their claims with this Court on or before June 25, 2024, or be forever barred.

Deputy Clerk of the County Court 510 N. Lincoln Avenue York, NE 68467

Jerry D. Clinch, #25651 Clinch Law Firm, LLC Attorney for Co-Personal Representatives 509 E 6th Street P.O. Box 586 York NE 68467 Jerry.clinchlawfirm@gmail.com 402-908-5699 April 25 May 2, 9, 2024 ZNEZ

NOTICE OF TRUSTEE'S SALE

Re: 5743.1087 TO WHOM IT MAY CONCERN:

You are hereby notified that the following-described property will be sold by Camille R. Hawk, Attorney at Law, Successor Trustee, at public auction to the highest bidder outside of the Board of Supervisor Meeting Room, 1st Floor of the Platte County Courthouse, 2610 14th Street, Columbus, Nebraska 68601 on May 23, 2024, at 10:00 A.M.:

The North 65 feet of the West 36 feet of Lot 5, and the North 65 feet of Lot 6, Block 27, Capitol Addition to the City of Columbus, Platte County, Nebraska

commonly known as 3823 18th St., Columbus, NE 68601

The highest bidder will deposit with the Trustee, at the time of the sale

0099 LEGALS

(must have the check in your possession when bidding), a non-refundable personal or cashier's check in the amount of \$5,000.00 with the full purchase price, in certified funds, to be received by the Trustee by 5:00 P.M. on the day of the Trustee's sale, except this requirement is waived when the highest bidder is the Beneficiary. If the Purchaser does not pay the full purchase price and if the sale then has to be set aside, the deposit remains non-refundable and it will be applied toward the amounts incurred to unwind the sale and re-set a new sale. The purchaser shall be responsible for all prior liens, all applicable fees, and all taxes, including the documentary stamp tax. This property is sold "as is" and this sale is made without any warranties as to title or condition of the property.

If this sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid, or the purchase price if paid by the Purchaser. The Purchaser shall have no further recourse against the Beneficiary, the Servicer for the Beneficiary, the Trustor, the Trustee, or the Beneficiary's/ Trustee's/Servicer's Attorney. If you are a bidder other than the Beneficiary, and you choose to enter a bid at this sale, you are accepting the terms of this sale without recourse as outlined in this Notice of Sale. Camille R. Hawk, Attorney at Law, Successor Trustee.

By: Camille R. Hawk (#20395) For Valentine O'Toole, LLP 11240 Davenport Street, P.O. Box 540125 Omaha, NE 68154 (402) 330-6300 chawk@valentineotoole.com April 11, 18, 25 May 2, 9, 2024 ZNEZ

NOTICE OF BOARD OF COMMISSIONERS MEETING

NOTICE IS HEREBY GIVEN that a meeting of the Board of Commissioners of York County, Nebraska, will be held beginning at 8:30 a.m. in the Commissioners Room, on the main floor of the Courthouse (510 N. Lincoln Ave., York, Nebraska) on Tuesday May 14, 2024.

All meetings are held on the main floor of the Courthouse, in the County Commissioners Room, and are open to the public. Agendas for such meetings, kept continuously current, are available for public inspection at the office of the County Clerk; however, the Board may modify the agendas at such meetings. (View agenda and Board minutes on York County web site: www.yorkcount.y.ne.gov)

Kelly Turner County Clerk York County, Nebraska May 9, 2024 ZNEZ

NOTICE OF PUBLIC MEETING

The Upper Big Blue Natural Resources District will hold the Board of Directors meeting on Thursday, May 16, 2024, at 7:00 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.

May 9, 2024 ZNEZ

0099 LEGALS

NOTICE OF SHERIFF'S SALE

Notice is hereby given that by virtue of an Order of Sale issued by the District Court of York County, Nebraska, Case No. CI 23-59, filed and on record in said Court, in an action whereby: The County of York, Nebraska, is Plaintiff, and Vivian Gragg, an individual; Vickey Gragg, an individual; Sherry Gragg, an individual; John Doe, Tenant in Possession of Parcel 930000390, York, York County, Nebraska, Real Names Unknown Parcel 930000390, York, York County, Nebraska; All persons having or claiming any interest in Parcel 930000390, York, York County, Nebraska, Real Names Unknown, are all defendants, which prays the foreclosure of a certain Judgment Lien upon the following described real estate to wit:

PARCEL #930000390 YORK, YORK COUNTY, NEBRASKA

I will, on the 24th day of May, 2024, commencing at 10:30 o'clock a.m., at the lower level of the York County Courthouse, located at 510 North Lincoln Avenue, in the City of York, York County, Nebraska, offer for sale the real estate property of the Defendant(s), in and to, to the highest bidder at public auction. Said property and appurtenances to be sold to satisfy the amounts provided in the Foreclosure Decree rendered in and by said Court and Order of Sale. As stated on said Order of Sale, said property will be sold as upon execution to satisfy the amounts due on the Decree together with interest, attorney's fees, and costs, foreclosing liens for real estate taxes and/or special assessment upon said real estate, unpaid general real estate taxes together with interest, miscellaneous fees, costs and accruing costs in said action upon said real estate property.

Terms of Sale: Said real estate property will be sold as a unit, purchaser to pay 25 percent (%) of the purchase price down on the day of sale. The down payment shall be payable in United States Currency issued by the Treasurer of the United States of America or by Cashier's Check issued by a National or State Chartered Bank or Savings and Loan Association. Balance of sale price is to be paid upon confirmation of the sale by the Court. Balance shall be paid with United States Currency issued by the Treasurer of the United States of America or by Cashier's Check drawn upon a National or State Chartered bank or Savings and Loan Association.

Camille R. Hawk, Attorney at Law, Successor Trustee. By: Camille R. Hawk (#20395) For Valentine O'Toole, LLP 11240 Davenport Street Omaha, NE 68154 (402) 330-6300 chawk@valentineotoole.com ITS ATTORNEY April 25, May 2, 9, 16, 23, 2024 ZNEZ

Sale announcements given by me, or under my direction, on said day of sale may take precedence of printed material. Sale to remain open for one (1) hour as long as bidding is active.

Given under my hand this 30th day of April, 2024. Paul M. Vrbka Sheriff of York County, Nebraska May 2, 9, 16, 23, 2024 ZNEZ

0099 LEGALS

NOTICE OF TRUSTEE'S SALE

Re: 7899.0417 TO WHOM IT MAY CONCERN:

You are hereby notified that the following-described property will be sold by Camille R. Hawk, Attorney at Law, Successor Trustee, at public auction at the highest bidder at the East front door of the Butler County Courthouse, 451 N 5th St., David City, Nebraska on June 6, 2024 at 10:00 A.M.:

Lots 5 and 6, Block 27, McCarty's Second Addition to Ulysses, Butler County, Nebraska Commonly known as 255 N 5th St., Ulysses, NE 68669

The highest bidder will deposit with the Trustee, at the time of the sale (must have the check in your possession when bidding), a non-refundable personal or cashier's check in the amount of \$5,000.00 with the full purchase price, in certified funds, to be received by the Trustee by 5:00 P.M. on the day of the Trustee's sale, except this requirement is waived when the highest bidder is the Beneficiary. If the Purchaser does not pay the full purchase price and if the sale then has to be set aside, the deposit remains non-refundable and it will be applied toward the amounts incurred to unwind the sale and re-set a new sale. The purchaser shall be responsible for all prior liens, all applicable fees, and all taxes, including the documentary stamp tax. This property is sold "as is" and this sale is made without any warranties as to title or condition of the property.

If this sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid, or the purchase price if paid by the Purchaser. The Purchaser shall have no further recourse against the Beneficiary, the Servicer for the Beneficiary, the Trustor, the Trustee, or the Beneficiary's/ Trustee's/Servicer's Attorney. If you are a bidder other than the Beneficiary, and you choose to enter a bid at this sale, you are accepting the terms of this sale without recourse as outlined in this Notice of Sale.

Camille R. Hawk, Attorney at Law, Successor Trustee. By: Camille R. Hawk (#20395) For Valentine O'Toole, LLP 11240 Davenport Street Omaha, NE 68154 (402) 330-6300 chawk@valentineotoole.com ITS ATTORNEY April 25, May 2, 9, 16, 23, 2024 ZNEZ

0970 Pickups, 4x2 or 4x4



'15 GMC Sierra 1500 SLT, 4x4 SLT 4dr Crew Cab 5.8 ft. SB, leather seats, sunroof, hands free talk, heated and air conditioning seats. Power windows and locks, tilt steering, XM radio

\$24,975
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



5 TO CHOOSE FROM



2020 Club Car Golf Carts with a Kolar 14 Hoarse. 2 seaters but we do have the option to Lift these and put new rims and tires and a back seat is available for an extra cost

\$7,495
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



0980 Sport Utility Vehicles



2015 Ford Explorer XLT AWD fully loaded with Sto-N-Go seats, power windows and locks, Bluetooth, hands free, heated seats, leather seats. Back up camera

\$12,495
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



0980 Sport Utility Vehicles



'19 Kia Sorento SX Limited V6 AWD, 3.3L V6, Power windows and locks, Cruise, AWD and fairly newer tires, 59k miles

\$24,995
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



0100 ANNOUNCEMENTS

JNJ Tree Service LLC is ready to work for you. We are fully insured and family owned. Call us for a free quote for your tree removal, tree trimming, and shelter belt cleanup needs. **Call 402-604-8046**

0355 Pets & Supplies



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

0980 Sport Utility Vehicles



2015 Ford Explorer XLT AWD fully loaded with Sto-N-Go seats, power windows and locks, Bluetooth, hands free, heated seats, leather seats. Back up camera

\$12,495
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



0995 Autos for Sale or Lease



2009 Cadillac CTS 3.6L DI AWD, 4 door Sedan w 1/2sB, moonroof

\$10,995
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



0991 Minivans, Buses, Vans



'16 Chrysler Town and Country Touring-L, 3rd row seat, Sto-N-Go seats, Heat and air, cruise, power windows and locks. 97k miles.

\$13,995
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



0995 Autos for Sale or Lease



2002 Chrysler Sebring LXI 2dr Convertible 86k miles, Leather seats, power windows and locks, runs and drives great

\$7,995
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



SPECIAL SECTION



'15 Chevrolet Equinox LT AWD with 98k miles, 2.4l 4 cyl, power windows and locks, back up camera

\$11,995
Call Tim at 308-624-0055 or Kerwyn 308-390-8925



Need Your SPACE?

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LOOKING? LOCAL EMPLOYERS ARE HIRING!



REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
May 2, 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: Tony North: Present, Vicki Northrop: Present, Jeff Pieper: Absent, Stephen Postier: Present, Jennifer Sheppard: Present, Scott Van Esch: Present, Matt Wagner: Absent, Jerry Wilkinson: Present. The following City Officials were present: City Administrator Dr. Sue Crawford, City Attorney Charley Campbell, Public Works Director James Paul, Fire Chief Tony Bestwick, Officer Brandon Koch and Officer Kyle Mostrom, Parks and Rec Director Cheree Folts, Convention Center Director Terri Carlson and City Clerk Amanda Ring.

Notice of this meeting was given in advance thereof by publication in the York News Times on April 25, 2024, 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 April 18, 2024 meeting. Ayes with a motion by Jerry Wilkinson and a second by Jennifer Sheppard. Jeff Pieper: Absent, Matt Wagner: Absent, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$3,084.41. Ayes with a motion by Jerry Wilkinson and a second by Scott Van Esch. Jeff Pieper: Absent, Matt Wagner: Absent, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Abstain (With Conflict).

Motion to approve the claim for Stephen Postier of the York County Development Corporation in the amount of \$8,598.34. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Jeff Pieper: Absent, Matt Wagner: Absent, Jennifer Sheppard: Yea, Stephen Postier: Abstain (With Conflict), Jerry Wilkinson: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

Motion to approve the claim for Jeff Pieper of Pieper's Pottys in the amount of \$180.00. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Jeff Pieper: Absent, Matt Wagner: Absent, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

Claims

Motion to approve the claims for April 19, 2024 through May 2, 2024. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Jeff Pieper: Absent, Matt Wagner: Absent, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

City Administrator Report

Dr. Sue Crawford gave a Creative District update to the Council. With the designation of 'Creative District' came a small grant for a festival and some small pop-art. The Creative District Committee is working on a new Yorkfest Cultural festival, planned for September 9, 2024, and more information to come in the future. The pop-art visual committee has a place and an artist in mind. There is also work being done on the website. The goal of the website is to pull the schools, college, Yorkshire Playhouse, park & rec, library, and other art events to one shared space. The advisory committee is applying for funds to help with renovations of the City Auditorium.

2023 Annual Fire Dept Report

Fire Chief, Tony Bestwick, reported a year of positive change. There was a record number of calls for service at 1,681 for the year. Staff also set a record number of hours for training with 3,689 hours total. The department completed their first internal Firefighter I class. In February, a chase vehicle was implemented for cluster calls. Chief worked with Treasurer, Pellie Thomas, to complete the data collection for the Center of Medicaid and Medicare. Patrick Hotovy was introduced as the new physician medical director. The new fire station design process has started this year as well. He shared that the department started with stipends for the volunteers as a retention tool and that EMS revenues have gone up over the past year.

Agreement with YMC and Fire Dept

Chief Bestwick stated this has been a diligent process to implement for staff and volunteers and it is still going to take more time to work through it.

Motion to approve the agreement between the York Medical Clinic and the City of York Fire Department to provide biannual medical screening for the early detection of cancer for employees and volunteers. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Jeff Pieper: Absent, Matt Wagner: Absent, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea.

City of York Housing Study Presentation

Matt Bolander and Dr. Abigail Cochran of the University of Nebraska-Lincoln presented to the Council on the City of York Housing Study that was completed in the Fall of 2023. They used several methods to develop the plan and gather data. There was a survey sent out and approximately 143 responses were documented by community members. The study determined most housing stock was built between 1900-1990. Most of the housing types are single-family owner occupied. Essential factors determined by this survey that were important in choosing current homes or future homes were as follows, from most essential to least essential: cost, good investment potential, more living space, lots of parking, large yard, less yard maintenance, less living space (downsizing), newly built home, home is on a cul-de-sac and secondary living unit on property. The most important following neighborhood characteristics were: close to workplace and easy access to I-80, US Highway 81, 34. The least important were other shopping areas within walking distance and close to child care. Conclusions from the survey: York appears to have a substantial housing demand-supply gap and as cities grow, so does the demand for diversified housing.

Brandon Wardyn addressing City Council regarding Project Access York

Dr. Brandon Wardyn, 1322 S. Grant Ave., addressed the Council regarding Project Access York. He had specific questions he was requesting answers to along with sharing his concerns regarding the overarching leadership of this project. He also shared concerns about how the open house will be conducted on May 28th for this project and who will be receiving the concerns of the citizens. He questioned who the liaison is for the City, with concerns regarding confirmation bias and who is making decisions through this process. Fiscal responsibility was a topic raised as well, regarding the initial cost from the City side for the grant and then for infrastructure maintenance in the future.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 6:02 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
01-00010	GALE	1	89.24	N			
01-00110	MATHESON TRI-GAS	4	327.87	N			
01-00120	JACKSON SERVICES INC	11	747.19	N			
01-00200	NEBRASKA MACHINERY CO	1	1,678.21	N			
01-00210	EAKES OFFICE PLUS	2	875.99	N			
01-00290	NORTH PRINTING & OFFICE S	8	963.63	N			
01-00300	BLACK HILLS ENERGY	1	40.30	N			
01-00340	BOUND TREE MEDICAL LLC	4	1,271.30	N			
01-00360	CITY OF YORK	4	6,748.63	N			
01-00540	GLOBAL TECH, INC.	4	5,851.71	N			
01-00570	SUMMIT FIRE PROTECTION	1	574.75	N			
01-00640	NEBRASKA PUBLIC POWER DIS	3	37,020.73	N			
01-00701	OLSSON ASSOCIATES	1	14,671.54	N			
01-00710	OVERLAND SAND & GRAVEL	1	226.82	N			
01-00750	PIEPERS INC	3	171.59	N			
01-00780	PRESTO X COMPANY	10	587.98	N			
01-00800	BURST, LLC	29	995.43	N			
01-00911	CORNERSTONE INS GROUP	1	40,894.00	N			
01-00960	GRAINGER	1	48.83	N			
01-00990	ANGLE, MURPHY, VALENTINO	1	20.26	N			
01-01050	MICROFILM IMAGING SYSTEMS	1	120.00	N			
01-01090	BAKER & TAYLOR, INC	3	1,435.82	N			
01-01280	PLATTE VALLEY COMMUNICATI	1	329.50	N			
01-01290	GRAND CENTRAL FOODS, INC.	11	549.43	N			
01-01330	JLC, INCORPORATED	5	208.13	N			
01-01340	KOPCHOS SANITATION, INC	9	1,599.25	N			
01-01350	PROTEX CENTRAL INC.	1	185.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01390	AFLAC	2	711.94	N			
01-01420	NE CHILD SUPPORT PAYMENT	1	259.04	N			
01-01470	SERVI-TECH LABORATORIES	2	196.00	N			
01-01490	NE DEPT OF REVENUE	2	9,230.55	N			
01-01640	INTERNAL REVENUE SERVICE	4	52,816.88	N			
01-01650	UNION BANK	7	34,587.91	N			
01-01670	FRATERNAL ORDER OF POLICE	2	960.00	N			
01-01690	UNITED FUND	2	40.00	N			
01-01840	CORNERSTONE BANK	2	6,760.87	N			
01-01980	SAHLING KENWORTH INC	1	936.67	N			
01-01990	WAGNER DECORATING	2	135.97	N			
01-02010	YORK EQUIPMENT, INC.	1	156.69	N			
01-02230	MCCORMICK HEATING & AC	1	1,606.73	N			
01-02240	OMAHA WORLD HERALD	1	158.19	N			
01-02250	MILLER SEED & SUPPLY CO	2	133.48	N			
01-02500	YORK FARM SUPPLY LLC	1	4.65	N			
01-02530	PEPSI COLA OF LINCOLN/ TO	4	1,194.30	N			
01-02560	CITYSERVICEVALCON LLC	1	31.65	N			
01-02900	DENT PULR, LLC	2	4,573.67	Y			
01-03000	LCL TRUCK EQUIPMENT, INC.	1	2,430.34	N			
01-03020	MICHAEL QUBTY	2	259.85	Y			
01-03240	YORK COUNTY DEVELOPMENT C	2	45.00	N			
01-03360	DIAMOND VOGEL PAINT CENTE	1	9,817.50	N			
01-03380	POWER SERVICE INC	1	259.95	N			
01-03590	PENNER'S TIRE & AUTO	1	79.30	N			
01-03870	SWANA	1	245.00	N			
01-04050	GALLS INCORPORATED	3	820.98	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-04240	NE DEPT OF REVENUE	1	39.67	N			
01-04600	UNITED STATES POSTAL SERV	1	200.00	N			
01-05310	SAPP BROTHERS PETROLEUM,	5	8,060.34	N			
01-05870	WEX BANK	1	8,928.56	N			
01-06410	CASH-WA DISTRIBUTING	1	1,014.17	N			
01-06630	FASTENAL	1	291.95	N			
01-06970	SCOTT A. NISSEN DBA NISSE	1	237.90	N			
01-08400	CREDIT MANAGEMENT SERVICE	2	299.67	N			
01-09970	DAN'S CONSTRUCTION INC	1	96,250.00	N			
01-1	MISCELLANEOUS VENDOR	5	240.00	N			
01-10020	YORK COUNTY REGISTER OF D	1	30.00	N			
01-10070	RAILROAD MANAGEMENT COMPA	1	379.14	N			
01-10110	BADGER METER INC	1	375.00	N			
01-10770	JOHNSON SERVICE CO	1	20,070.00	N			
01-10840	TOTAL ADMINISTRATIVE SERV	2	4,118.98	N			
01-10880	RASMUSSEN MECHANICAL SERV	1	962.50	N			
01-11160	ADAM BATTERTON	1	20.00	Y			
01-11780	OVERHEAD DOOR CO OF LINCO	1	1,543.52	N			
01-13050	LAWSON PRODUCTS	1	784.43	N			
01-13100	RON & JERRY'S INC	1	125.00	N			
01-13140	NEBRASKA EQUIPMENT INC	1	1,123.83	N			
01-14410	LINCOLN WINWATER WORKS	1	6,987.50	N			
01-14470	FARMERS COOPERATIVE	2	154.14	N			
01-14820	CHRIS MULINIX	1	10.00	Y			
01-14850	CHEREE FOLTS	2	111.53	N			
01-14930	MIDWEST BANK	1	4,567.93	N			
01-16290	MICHAELA STUHR	1	56.95	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-16470	EMC FIRE	1	1,590.00	N			
01-16570	DESERT DIAMOND INDUSTRIES	1	949.00	Y			
01-16710	ONE CALL CONCEPTS INC	1	152.98	N			
01-16930	BRUCE WAGNER	2	215.00	Y			
01-17390	BENJAMIN J QUICK	2	130.00	Y			
01-17960	WILLIAM LEE LUNDY	1	110.00	Y			
01-18120	TERRI CARLSON	1	200.00	N			
01-19370	NE TECHNOLOGY & TELECOMMU	2	141.08	N			
01-19590	COLONIAL LIFE	4	770.30	N			
01-19600	AMERITAS	4	1,252.70	N			
01-21440	PAVELKA ENTERPRISES LLC	1	46,560.00	N			
01-22050	HEAVY METAL SUPPLY CO	2	115.23	N			
01-22100	SLACK AUTO SUPPLY LLC	5	324.58	N			
01-22790	SITE ONE LANDSCAPE SUPPLY	2	15,199.04	N			
01-23820	MACQUEEN EMERGENCY GROUP	2	34,435.92	N			
01-24090	AXIA PAYMENTS	1	203.20	N			
01-24440	QUALITY SOUND & COMMUNICA	1	35.00	Y			
01-25530	SAM'S CLUB MC/SYNCB	1	10,214.11	N			
01-25620	YOUNG PROFESSIONALS	1	60.00	N			
01-26300	CENTRAL STATES HYDRAULIC	1	127.82	N			
01-26330	QUICK MED CLAIMS	1	4,941.30	N			
01-26770	MATT GEORGES	1	300.00	Y			
01-26990	PINNACLE BANK	1	20,180.24	N			
01-27210	MIDWEST AUTO PARTS INC.	16	426.18	N			
01-27300	DAVIS EQUIPMENT CORPORATI	2	174.49	N			
01-27330	RENEWED HORIZON	1	1,500.00	N			
01-27440	LIVE WELL COUNSELING CENT	1	756.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-27480	BRIAN ROWE	1	880.00	Y			
01-27570	LINCOLN CREEK ELECTRIC, L	1	1,648.11	N			
01-27670	TODAY'S BUSINESS SOLUTION	1	345.00	N			
01-27730	BENJAMIN FRANCISCO	2	115.00	Y			
01-27900	FILAMENT ESSENTIAL SERVIC	1	1,171.00	N			
01-28020	NEC COMMUNICATIONS AMERIC	1	2,167.85	N			
01-28030	JACOB STUTZMAN	1	87.51	Y			
01-28080	FIRST NATIONAL COMPANY	1	1,000.00	N			
01-28510	LEE ENT ADVERTISING	2	1,803.01	N			
01-28540	AMAZON BUSINESS	6	222.93	N			
01-28740	AARON EDARD ALVAREZ	1	20.00	Y			
01-28750	ERIC DAVIS	1	30.00	Y			
01-29050	RUSTIC DRY GOODS	2	1,615.49	N			
01-29100	JOHN E REID & ASSOCIATES	1	630.00	N			
01-29270	ALLO	2	1,852.23	N			
01-29500	AT & T MOBILITY	1	185.40	N			
01-29610	BENEFIT PLANS ADMINISTRAT	1	800.00	N			
01-29690	PAYMENTECH, LLC	1	3,221.88	N			
01-29780	MOTOROLA SOLUTIONS INC	2	8,220.06	N			
01-29910	MAMMOTH SPORTS CONSTRUCTI	1	704,362.50	Y			
01-29950	AMERICAN EXPRESS TRAVEL R	1	5.00	N			
01-30150	CARRIE REMMERS	2	134.29	N			
01-30160	MCLEAN BEEF INC	1	560.00	N			
01-30180	BAUER INFRASTRUCTURE	1	324,814.33	Y			
01-30530	CHARLES CARTER	1	292.82	N			
01-30950	ERIK W PETERSON	1	20.00	Y			
01-31030	NANCY DAVIDSON	1	60.00	Y			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-31040	JUSTIN DAVIS	1	30.00	Y			
01-31450	SUPERIOR INTERNATIONAL IN	6	87,040.68	N			
01-31470	BRANDEN MCINTOSH	1	10.00	Y			
01-31490	VESTIS	2	361.36	N			
01-31500	HEARTLAND LEASING SERVICE	1	8,975.00	N			
01-31510	HD SUPPLY	3	1,666.94	N			
01-31520	FRIESEN CHEVROLET INC	1	701.20	N			
01-NECAA	NE COUNTY ATTORNEYS ASSOC	1	50.00	N			
*** REPORT TOTALS ***		326	1,699,832.71				

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	: 5/03/2024 THRU 5/16/2024	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

April

2024

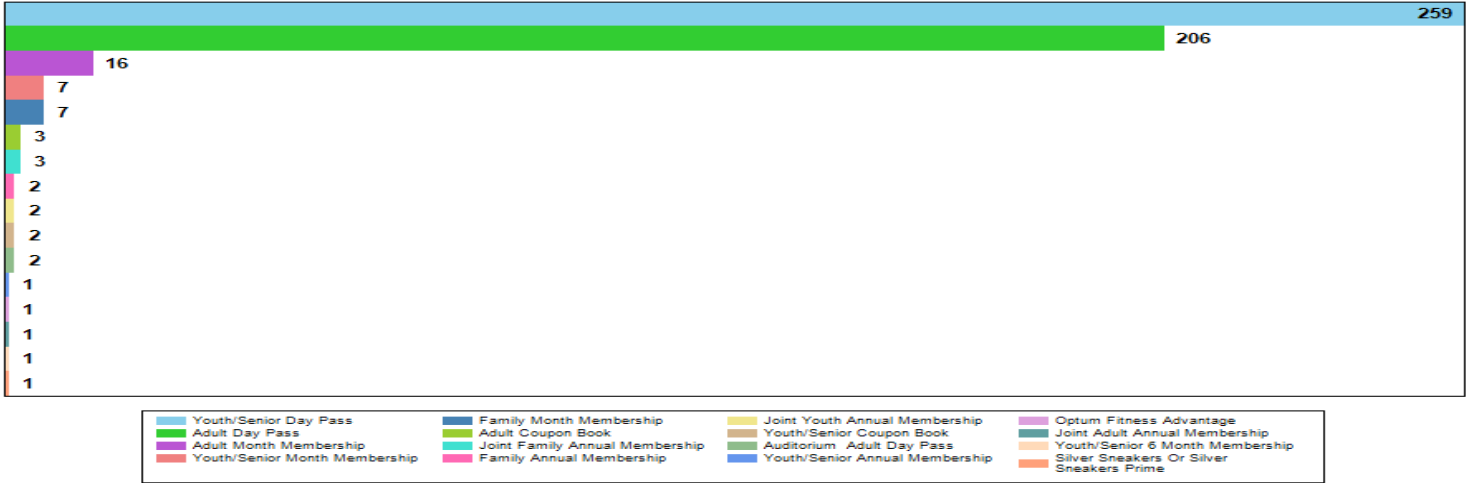
COMMUNITY CENTER
CONVENTION CENTER
FIRE
KILGORE MEMORIAL LIBRARY
POLICE
PUBLIC WORKS

Community Center

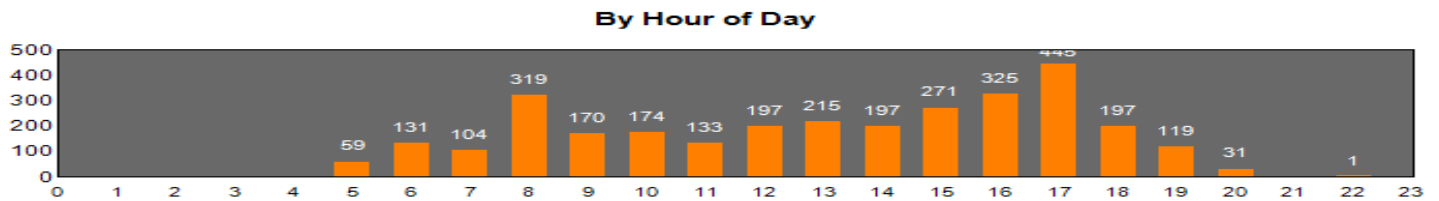
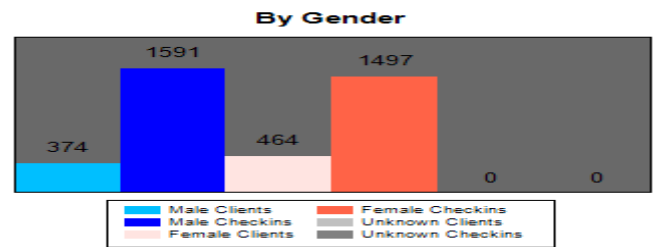
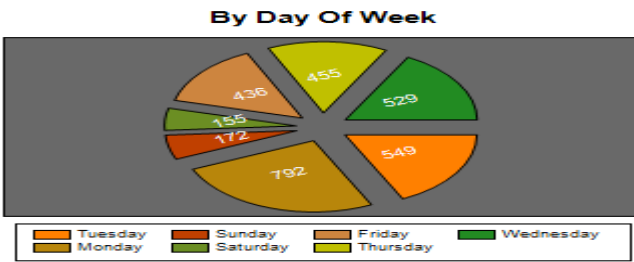
Total Income (Unofficial): \$30,391.15

	CASH	CHECK	CREDIT	TOTAL	Center Admissions	Aud Admissions	FAC Admissions	Center Programs	FAC Programs	Center Rentals	Aud Rentals	FAC Rentals	Miscellaneous	Notes
TOTALS	\$2,340.00	\$8,431.15	\$19,620.00	\$30,391.15	\$8,007.00	\$10.00	\$208.00	\$15,018.00	\$1,955.00	\$924.00	\$4,050.00	\$0.00	\$219.15	York Rotary Club Donation

Total Memberships/Day Passes/Coupon Books Sold: 514



Total Membership Attendance: 3,088



York University Attendance: 428

Ballpark Complex

Total Income (Unofficial): \$25,975.46

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Miller Concessions	Rental Fees	Player Fees	Sponsorships	RV Fees	Registration & Facility Fees	Miscellaneous	Split % w/	Notes
TOTALS	\$15,051.09	\$6,250.00	\$4,674.37	\$25,975.46	\$18,565.46	\$0.00	\$6,050.00	\$0.00	\$200.00	\$1,160.00	\$0.00	\$0.00	\$0.00	

Soccer Complex

Total Income (Unofficial): \$15,132.05

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Rental Fees	Player Fees	Sponsorships	Registration & Facility Fees	Split % w/	Miscellaneous	Notes
TOTALS	\$4,225.30	\$10,000.00	\$906.75	\$15,132.05	\$5,132.05	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	

Adult/Community/Youth Programs/Leagues

Adult Programs/Leagues: Adult Lap Swim, Senior Water Aerobics, Cornhole League, Adult Water Aerobics, High-Intensity Interval Training (HIIT), Coed 6's Indoor Volleyball League, Noon Ball, & Session 3 Lifeguard Class

Community Programs/Leagues: Story Walk, Pickleball Open Rec, Yoga, & Tie-Dye Time

Youth Programs/Leagues: Munchkin Mornings, Pee Wee Sports, & Be a Builder

Rentals/Reservations			
Location	Amount	Type	Notes
Community Center	150	YPR Programs/Leagues: Adult Lap Swim, Senior Water Aerobics, Adult Water Aerobics, High-Intensity Interval Training (HIIT), Yoga, Noon Ball, Munchkin Mornings, Session 3 Lifeguard Class, Be a Builder, & Tie-Dye Time	
		Party Packages: Birthday Parties & Lifewalk Church Lock-In, The Drumline Company Classes, Methodist Church Event, Meetings: Youth Baseball Coaches, Tree Board, & T-Ball Coaches, YES 4 th Grade Swim Unit, Boy Scouts Pack 173 Swimming Practice, & YES 2 nd Grade Field Trip	
Family Aquatic Center	0	NONE	End of Season Closure on Sunday, 8/27/2023
Ballpark Complex	216	TOTAL	
Batting Cages	50	Fusion Softball Practices & Knights Baseball Practices	
Fields	166	YU Baseball Practices & Games, YU Softball Practices & Games, Fusion Softball Practices & Games, Knights Baseball Practices, Scrimmage, & Games, Preseason Umpires' Clinic, Nebraska Prime Softball Practices, York Cornerstone Kings American Legion Baseball Jr/Sr Practices, Spring Opener Baseball/Softball Tournament, & Softball Tournament	
Soccer Complex	247	YHS Boys & Girls Junior Varsity/Varsity Soccer Practices & Games, YHS Girls Varsity Central Conference Tournament Game & Sub District Game, YU Men's & Women's Practices & Scrimmages, & Youth Soccer Open House, Practices, & Games	
Auditorium	70	YPR Programs/Leagues: Pickleball Open Rec, Cornhole League, Noon Ball, & Pee Wee Sports	
		Softball & Knights Baseball Batting/Pitching Practices, Homeschool Physical Education (PE) Group, Spring Craft/Vendor Fair Set Up & Event, Kirby's School of Dance Set Up, Rehearsal, Hold Day, & Recital, & AmeriKids Midwest District Championship Gymnastics Set Up & Meet	
Parks/Fields	53	TOTAL	Levitt Stadium Field Renovation Project Began on Monday, 4/8/2024
East Hill Park	1	Baby Shower	
Foster Park	0	NONE	
Harrison Park	1	Funeral Reception	
Miller Park	0	NONE	
Mincks Park	1	Birthday Party	
Beaver Creek Field	0	NONE	
Levitt Stadium Field	0	NONE	
Miller Park Fields	50	Knights Baseball Practices, Fusion Softball Practices, & Nebraska Prime Softball Practices	

Supply Works	
Airport	\$0.00
Auditorium	\$1,433.86
Ballpark Complex	\$0.00
City Offices	\$0.00
City Shop	\$287.08
Community Center	\$255.82
Family Aquatic Center	\$152.25
Fire Department	\$122.95
Landfill	\$0.00
Library	\$490.95
Parks	\$435.32
Police Department	\$0.00
Soccer Complex	\$0.00
Wastewater	\$39.82
TOTAL	\$3,218.05



April Department Report

Number of Events: 23

- Events on 22 of 30 days

Number of Guest: 3,636

Types of Events: Auction, Banquets, Church Service/Gatherings, Fundraiser, Graduation, Meetings, Prom, Tradeshows, Trainings, Wedding

Highlights of the Month

We started off the month hosting prom for YHS once again and immediately following we headed into the semi-annual Minnekota Market which is held here every Spring & Fall. This is an event for regional boutiques and stores to check out and purchase new inventory. Flavors of York was held here once again and was another successful event. Jehovah's Witnesses had their semi-annual gathering with over 1,000 in attendance. We finished out the month with the Crossroads Junk & Vintage Market (40 Vendors & 500+ customers) and the York Fine Arts Banquet and the York University Banquet.

Terri Carlson
Director
Holthus Convention Center





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

York Fire Department

April 2024 Monthly Report

The York Fire Department responded to 140 calls for service during this month. We had 10 fire calls for the month with 0 damage. 4 automatic alarms or smoke odor calls 1 vehicle fire that was extinguished before we had gotten there. We did inspect and cool down the trailer. There were also 5 outside rubbish fires. We responded to 96 EMS 911 calls for service. We transported 34 patients from York County Hospitals to outlying hospitals for a level of higher health care. During the month we had 12 instances where we had 2 squads out, 1 instance with 3 units out, and another instance with 4 units out. All in all, a busy month with calls.

Activities for the month started on the 2nd with our monthly meeting. We had 3 meetings during the month that involved the new fire station build committee. We had a couple of meetings for the new fire station that involved specific areas of the station that did not involve the whole committee. The Fire Chief and FF Lambert visited the Bayer Corn Production plant to look over and prepare for a tabletop drill we were planning for on April 24th. This involved someone getting hurt on the 5th floor of their sizing tower and the power going out. On April 24th, representatives of York Fire, Waco VFD, and Utica VFD came together and did a walk-through of Bayer's confined space areas and we did the tabletop. On the 16th we did a Haz mat table talk at the Green Plains Ethanol plant. They have a new research area in which they will be using some chemicals that we are not familiar with. On the 15th the Fire Chief was invited to Apace to discuss their evacuation plans and eventually to conduct training for their personnel on fire and tornado safety for their resident supervisors. Captain Quick attended the York County Mutual Aid meeting on the 17th.

Training for the month was quite varied. Our medic students continued their classes. We have been working with our new personnel on structural search and rescue. We have an acquired structure at 5th and Division that we have been able to use for this. That was our training on the 9th. We assisted personnel at the City Offices to renew their CPR certification. 10 career firefighters continued with the Firefighter 2 class on April 10, 13, and 27. The skills and classroom are done, we will be testing for this in June. The Fire Chief was involved in a conference call to discuss emergency operations at the City's solar panel farm. It was decided that formal training would be developed by NPPD to handle emergencies at this location. York Fire logged 310 hours of training for the month of April.

Respectfully submitted,

York Fire Chief

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

1. The public services staff of the library have implemented passive programming to provide a fun activity for patrons. This month they have designed make and take activity. Patrons are invited to create pipe cleaner creations. There have been some very creative flowers and other signs of spring popping up at this station.
2. The partnership with our 4-H extension educators has extended our regular story time sessions into May. Not only are we learning more about calf we adopted, but the incubator is back! It is filled with eggs again, but they are much larger than the ones we hatched last time with baby chickens. Patrons are invited to guess what will hatch in a few weeks. Streaming video is also available for those who want to check in on the eggs when they are away from the library.
3. Our Public Service Coordinator, Monica Tidyman, is the current chair of the Public Library and Trustee section of the Nebraska Library Association. Monica hosted the sections spring meeting in York on May 2 and a virtual option was available for participants on May 6. Writing polices that enable library staff to have positive interactions with patrons was offered in the morning session and learning the advantages of play for adult library services was offered in the afternoon session.
4. The library staff welcomed Kathryn Lyman to the team on May 2. "Katie" will fill the Library Assistant II position that covers the evening and weekend shifts at the library.
5. Kindergarten field trips to the library have begun! Schools that bring their students to the library include St. Josephs, York Elementary, and McCool Junction.
6. The date for the Community Conversation required by the Libraries Transform Communities grant we have from the American Library Association. We will be gathering at 1:00 pm on Wednesday, May 22, at the library to discuss library services and how we might improve what we do for those with disabilities in our service area.

Respectfully submitted by,



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	274	284	331	243						1818
Added to E-Book Collections	612	522	638	491	486	546	543						3838
Physical item circulation	5,525	5,151	4,578	3,999	5,294	5,817	5,250						35614
E-books Circulations	2,058	1,882	1,919	2,276	2,076	2,326	2,281						14818
New Patrons	140	142	131	174	157	144	126						1014
Public Computer logins	780	664	617	563	747	780	713						4864
Door Count	3,040	3,051	2,731	2,792	3,646	3,402	3,220						21882
Website visits	1,773	1,531	1,437	1665	1,592	1,612	1,679						11289
Meeting Room Use	453	392	298	291	417	743	733						3327

Data Type	Total 2023	Total 2022	Total 2021
Physical Collections	59,885	62,255	64,107
E-Book Collections	63,283	59,624	52,789
Physical item circulation	62,261	63,625	58,648
E-book Circulations	20,693	17,362	17,647
Registered Borrowers	4,502	4,077	5,104
Public Computer logins	7112*	6,849	6,445
Door Count	36,610	36,648	48,055
Website visits	36,979	47,270	49,025
Meeting Room Use	59738	5,239	3,000

Data for annual report to Nebraska Library Commission submitted January each year.

POLICE DEPARTMENT MONTH END REPORT

April 2024

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

Accidents calls in total	22
Cases	11
CFS only	11
Property damage accidents	16
Hit & run accidents	6
Personal injury accidents (persons injured – 0)	0
Fatality accidents	0
Number of vehicles involved in accidents	42
 Total Mileage patrolled	 10,954
(800- 340 : 801 - 482; 802 – 632 ; 803 – 647 ; 804 – 2382 ;	
805 – 1482 ; 806 – 650 ; 808-- 2120 ; 809- 2219)	
 Total Calls for Service (CFS)	 733
 Tickets Issued—(T-traffic/ P-parking/ A-animal/ H-Notification-health)	
T-Citations – 31; P-Citations – ;	
T-Warnings – 25 ; P-Warnings - 17-; A-Warnings – 21; H-Warnings -	
P-Non-moving Violation-- 3 ; Defects— 0 ; H-Notifications -- 12 ;	
Verbal Warnings (all) -- 116;	
 Health/Vegetation CFS	 15
Animal/dog bite CFS	47
Parking related CFS	36
Extra/Special Services-(Escorts ; Other chks ; Aid ; Patrol,,hitchhiker)	42
School checks	6
Welfare Checks/Mental..	26
Alarms (Business/Residential)	16
Traffic related CFS (Stops-Offenses-Mot. Asst-)	204
Juvenile involved CFS (juv-runaway/missing/kidnapping-abduction).	16
HHS-Child Abuse/Neglect-Adult Protective Services	23
Assaults/Sexual Assaults reports/investigated	5
Disturbance/Disorderly Conduct CFS	32
Vandalism/Property Damage (Criminal Mischief) reported/investigated	3
Burglary/Larceny/Robbery(theft-motor veh/unauth use) Forgery/Fraud	26
Criminal Offenses (Cases Made)	71
-Citations in lieu of Arrest.	4
-Arrests	22

Board of Public Works
April 16, 2024 4:00 PM
City Administrator's Office

Attendance taken at 4:00 P.M.

Present Board Members:

Marlowe Wall
Matt Leif
Bill Williamsen
Carston Staehr

Absent:

Kenny Ekeler

Also Present:

James Paul, Director of Public Works

1. Agenda

2. Roll Call

3. Review Minutes of Last Meeting

Motion Passed: Minutes of the March meeting passed with a motion by Bill Williamsen and a second by Carston Staehr.

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

4. Farm Management Report

Motion Passed: The March Farm Management Report passed with a motion by Marlowe Wall and a second by Bill Williamsen.

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

5. Wastewater Financial Reports

Motion Passed: The March Wastewater Financial Report passed with a motion by Matt Leif and a second by Carston Staehr.

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

6. Water Financial Reports

Motion Passed: The March Water Financial Report passed with a motion by Bill Williamsen and a second by Matt Leif.

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

7. Wastewater Claims

Motion Passed: The March Wastewater Claims passed with a motion by Marlowe Wall and a second by Bill Williamsen.

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

8. Water Claims

Motion Passed: The March Water Claims passed with a motion by Bill Williamsen and a second by Carston Staehr.

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

9. Director of Public Works Report

Motion Passed: The March Director of Public Works Report passed with a motion by Marlowe Wall and a second by Carston Staehr.

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

Meeting adjourned at 4:18 P.M.

Megan Makovicka



**DEPARTMENT OF PUBLIC WORKS
MONTHLY REPORT**

April — 2024

STREET DEPARTMENT

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

Street	75	Airport	0	Park	18	Fire	0
Police	3	Landfill	6	Wastewater	4	Water	13

The street sweeper operated 32 hours in April, during which time 75 miles were swept and 22 cubic yards of material were removed from the city streets.

Other major labor activities included:

Job	Hours
General maintenance	32
Shop cleaning	19
Property maintenance	0
Snow removal	35
Mowing/weed control	14
Tree/shrub maintenance	8
Sidewalk repair	0
Right-of-way maintenance	66
Gravel street/alley maintenance	18
Paved surface maintenance	392
Storm sewer repair	0
Traffic signing/signal installation/repair	34
Trash removal	10
Office wages	13
Building maintenance	4
TOTAL	645

PARK DEPARTMENT

Park personnel performed the following activities:

Job	Hours
Property maintenance	64
Mowing/weed control	104
Tree/shrub maintenance	111
Ball field maintenance	331
Playground equipment maintenance	40
Trash removal	38
General maintenance	11
Custodial	27
TOTAL	726

FAMILY AQUATIC CENTER

Park personnel performed the following activities:

Job	Hours
Building maintenance	13
System maintenance	0
Property maintenance	26
Mowing/weed control	15
TOTAL	54

WASTEWATER TREATMENT PLANT

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

	Last Month	2024	2023	Units
Total flow	27,534,012	27,437,360	29,564,577	gallons
Average flow/day	888,194	914,579	98,549	gallons
Average flow/person	111.02	114.32	123.19	gallons
Grit and screenings to landfill	2.58	110.24	115.52	tons
Bio solids wasted	1.8151	1.453349	2.270932	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	175
Building maintenance	35
Sewer system maintenance	141
Property maintenance	63
One-call locates	22
Laboratory testing	75
Equipment maintenance	170
Sludge removal	24
Mow & weed control	37
TOTAL	742

WATER DEPARTMENT

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

	Last Month	2024	2023	Unit
Total water pumped	23,047,000	27,653,000	32,386,000	gallons
Total water billed	19,608,825	22,229,910	22,783,672	gallons
Average use per day	742,452	892,032	1,044,710	gallons
Average use per person	93	112	131	gallons
Total electricity used	43,132	43,937	53,431	kW
Pumps yield	534	629	606	gallons/kW
Peak pumping date	31 st	21 st	8 th	
Peak amount	955,000	1,326,000	1,598,000	gallons

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

	2024	2023
Water bills	1809	1,805
Sewer bills	1763	1,759
New taps	1” – 2	1” – 2
Service leaks	1	0
Main leaks	0	0
Diggers Hotline calls	186	458

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	37
Distribution maintenance	308
Property maintenance	0
One-call locates	22
Meter reading	22
Final notice collection	0
Meter maintenance	0
Pump/well maintenance	0
General maintenance	3
Mow & weed control	5
TOTAL	397

SOLID WASTE RECEIVING CENTER AND LANDFILL

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

	2024		2023	
	Trips	Tons	Trips	Tons
Landfill	771	2386.97	966	2346.02
C & D	227	415.22	270	647.34
Transfer Station	279	82.25	82	13.00
Brush Pile	107	38.12	120	63.31
Tire Pile	0	0	5	0.00
Metal Roll-off	0	0	11	0.00
Total	1384	2922.56	1454	3069.67

Revenue collected during April totaled \$187,065.83. The same period last year totaled \$139,926.25.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	193
Landfill Equipment	561
Wind screen & litter control	0
Recycling Act	0
Property maintenance	8
Custodial	16
Mow & weed control	1
TOTAL	779

AIRPORT

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	22
Building maintenance	0
Mowing/weed control	0
TOTAL	22

CONVENTION CENTER

Public Works personnel performed the following activities:

Job	Hours
Building maintenance	3
Property maintenance	0
Mowing/weed control	0
Tree / shrub maintenance	3
TOTAL	6

SUMMARY BY DEPARTMENT

Department	Hours	Percentage	Full Time Equivalent
Street	645	19	4
Parks/Com Center/Aud/FAC	726	22	4.5
Landfill	779	23	4.9
Wastewater	742	22	4.6
Water	397	12	2.5
Airport	22	1	0.1
Convention Center	6	1	0
TOTAL	3317	100	20.6

BUILDING INSPECTIONS AND PERMITS

Our building inspection activity for April and comparison figures for April of last year are as follows:

Inspections:	2024	2023	Permits Issued:	2024	2023
Building	60	73	Building	39	122
Electrical	51	31	Electrical	7	5
Plumbing	29	26	Plumbing	4	1
Mechanical	14	18	Mechanical	7	7
Nuisance	3	0	Curb/Street	0	0
Total	157	148	Total	57	135

Thirty-nine (39) permits were issued in April for a value of \$1,888,723.33, which brings the total for the year to \$11,051,846.71. (See attached.)

Permits of note issued:

- Four Corners Health Dept Interior Remodel \$1,371,822.00

BOARD OF PUBLIC WORKS

The Board of Public Works met April 13, 2024. Minutes of the meeting are attached.

Building Permits issued in April 2024

07-May-24

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
101539	Cornerstone Building Brands	521 W 26th St		Sign	5,450.30
101540	Cornerstone Building Brands	521 W 26th St		Sign	26,000.00
101557	Ben Leif	19 Eastridge Dr N		Master bed & bath addition, replace	75,000.00
101556	Trevor Hansen	1420 N Ohio Ave		Fence	4,617.17
101554	Dennis Vanhousen	1731 E 15th St		Reroof, reside	39,000.00
101551	Randy & Janice Wheeler	1520 N Blackburn Ave		Pour concrete in the ROW between	2,000.00
101548	Brady Adams	9 Fairview Dr		Fence	200.00
101547	Hubert Maring	1601 East Lawn Plaza Dr		Reride	15,000.00
101545	David Bartek	304 Thompson Ave		Sidewalk	5,300.00
101542	Property45 LLC	120 W 17th St		Fence	600.00
101546	Troy Ellison	708 N Platte Ave		Demolish	
101537	Roy & Denise Nickels	417 E 17th St		Fence	9,585.00
101536	Mark Dunham	1219 N Grant Ave		Reside, soffit, fascia, window wraps	45,000.00
101534	Chris & Cherie Garretson	3214 N Division Ave		Reside	25,000.00
101535	First Presbyterian Church	414 N Delaware Ave		Reroof	75,746.00
101529	Tanner Schwanz	442 Florida Ct		Reside	8,032.60
101528	Douglas Dael	325 N Academy Ave		Patio	4,500.00
101527	Jesse Richards	613 W 7th St		Patio	4,000.00
101526	John Rohen	808 N York Ave		Fence	1,000.00
101524	Todd Ott	1329 N Ohio Ave		Reroof	11,400.00
101523	Brady Fickenscher	304 S Delaware Ave		Covered Patio, Footings, Landscapi	25,000.00
101521	Wild Willy's Fireworks	220 E Nobes Rd		Fireworks tent	

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
101519	Joe & Brenda Belfiore	1605 E 5th St	Fence	5,470.00
101520	Brandon & Melissa Flynt	116 S Blackburn Ave	Reside	10,000.00
101517	Tim Esser	2 Gladys Dr	Reroof	29,000.00
101544	North Printing & Office Supply	228 E 5th St	Sign	
101571	Beaver Creek Capital LLC	211 W 8th St	Demolish	
101569	Larry Kohtz	1509 W 4th St	Reroof	10,248.48
101570	Carol Ackerman	61 York Mobile Plaza	Window	200.00
101567	Allan Heng	937 Valley View Ct	Reroof, gutters	7,000.00
101566	Allan Heng	214 S Delaware Ave	Reroof, gutters	7,000.00
101560	Paul Jaekel	1404 E 4th St	Reroof, reside	15,000.00
101561	Orville Davidson	1627 Meadow Lane	Reside, gutters	10,000.00
101563	Bellino Fireworks	614 S Lincoln Ave	Fireworks Stand	
101562	Bellino Fireworks	3900 S Lincoln Ave	Fireworks Stand	
101559	Eric Eckert	25 Arbor Ct	Fence	6,551.78
101549	Marv's Fireworks	4011 S Lincoln Ave	Fireworks Stand	
101581	Mike Rathje	125 E 16th St	Reroof, reside	34,000.00
101575	Four Corners Health Dept	2101 N Lincoln Ave	Interior Renovation	1,371,822.00
				\$1,888,723.33
				Permits Issued: 39

**CITY OF YORK
CASH BALANCES
for the Month of April 2024**

Fund #	Fund	10/1/2023 Balance	Current Month Receipts	YTD Receipts	Current Month Disbursements	YTD Disbursements	Ending Balance
10-101	General	\$4,475,518.89	\$874,832.86	\$5,231,427.64	\$937,164.02	\$6,698,892.13	\$3,008,054.40
	American Rescue Plan Act	\$419,423.09	\$0.00	\$0.00	\$7,788.14	\$78,946.87	\$340,476.22
10-102	Auditorium	\$0.00	\$18,793.00	\$117,006.00	\$7,386.23	\$110,979.22	\$6,026.78
10-103	Park	\$0.00	\$56,994.10	\$458,626.53	\$30,818.66	\$236,150.02	\$222,476.51
10-104	Police	\$49,856.00	\$252,056.26	\$1,732,643.49	\$260,789.13	\$1,728,213.66	\$54,285.83
10-105	Community Center	\$0.00	\$70,584.42	\$496,185.72	\$44,499.24	\$333,482.86	\$162,702.86
10-106	Aquatic Center	\$0.00	\$28,837.25	\$179,594.75	\$20,315.38	\$103,248.35	\$76,346.40
10-110	Senior Center	\$0.00	\$1,886.83	\$13,207.81	\$764.26	\$7,693.19	\$5,514.62
10-201	Convention Center	\$0.00	\$82,407.69	\$453,798.22	\$42,127.21	\$304,607.52	\$149,190.70
10-111	Ball Field	\$0.00	\$60,084.86	\$314,783.70	\$100,842.70	\$303,485.29	\$11,298.41
10-112	Museum	\$0.00	\$6,569.75	\$56,288.25	\$4,656.17	\$53,428.21	\$2,860.04
10-113	Soccer Complex	\$0.00	\$22,465.62	\$87,277.58	\$20,645.05	\$80,721.77	\$6,555.81
13	User Fees	\$24,325.51	\$0.00	\$1,200.00	\$87.30	\$5,768.80	\$19,756.71
22	Ambulance	\$50,315.45	\$128,192.59	\$1,244,403.53	\$170,898.99	\$1,141,962.21	\$152,756.77
22	Fire	\$0.00	\$49,369.42	\$350,262.94	\$41,876.71	\$365,372.67	(\$15,109.73)
23	Capital Projects Sinking	\$430,849.92	\$0.00	\$0.00	\$430,849.92	\$430,849.92	\$0.00
24	Library	\$0.00	\$73,008.34	\$470,580.89	\$62,918.84	\$412,620.92	\$57,959.97
14-000	General Capital-Non-Dept.	\$9,310.62	\$0.00	\$220,625.40	\$0.00	\$127,745.52	\$102,190.50
14-146	General Capital - Parks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14-147	General Capital - Ballpark	\$0.00	\$1,945.87	\$333,899.89	\$50,128.64	\$187,279.99	\$146,619.90
14-148	General Capital - Soccer	\$0.00	\$449.34	\$114,533.74	\$87.20	\$107,971.91	\$6,561.83
14-149	General Capital - Levitt	\$0.00	\$18,839.85	\$3,027,476.10	\$0.00	\$1,474,609.93	\$1,552,866.17
14-221	General Cap - Ambulance	\$0.00	\$235,632.47	\$2,657,949.10	\$14,454.85	\$101,803.12	\$2,556,145.98
14-222	General Capital - Fire	\$0.00	\$235,632.47	\$2,657,949.11	\$14,454.84	\$101,803.12	\$2,556,145.99
	General Balances	\$5,459,599.48	\$2,218,582.99	\$20,219,720.39	\$2,263,553.48	\$14,497,637.20	\$11,181,682.67
11	Keno	\$1,769.47	\$9.59	\$52.62	\$0.00	\$100.00	\$1,722.09
20	Aviation	\$387,357.30	\$21,952.23	\$164,490.49	\$43,251.65	\$256,871.42	\$294,976.37
31	Fire Pension	\$0.00	\$17,863.45	\$128,483.53	\$14,652.42	\$111,065.27	\$17,418.26
30	Police Pension	\$0.00	\$8,611.56	\$63,340.88	\$8,318.26	\$61,925.02	\$1,415.86
32	911 Surcharge	\$45,981.20	\$648.04	\$4,143.89	\$33,370.62	\$33,370.62	\$16,754.47
33	Health Insurance	\$1,447,364.32	\$152,902.93	\$1,059,846.23	\$158,334.45	\$968,514.63	\$1,538,695.92
	Total Tax Funds	\$7,342,071.77	\$2,420,570.79	\$21,640,078.03	\$2,521,480.88	\$15,929,484.16	\$13,052,665.64
50	Street	\$3,585,719.97	\$285,604.67	\$1,985,687.84	\$97,049.47	\$1,368,981.35	\$4,202,426.46
70	Landfill-Cash & Invest	\$3,081,675.95	\$205,934.62	\$1,288,340.06	\$114,128.62	\$1,050,668.09	\$3,319,347.92
	Landfill-Operations	\$112,807.75	\$74,677.16	\$823,933.71	\$74,677.16	\$823,933.71	\$112,807.75
	Landfill-Debt Service	\$186,690.00	\$39,451.46	\$226,734.38	\$0.00	\$295,070.00	\$118,354.38
78	Old Landfill Closure	\$12,452.10	\$0.00	\$307.35	\$0.00	\$0.00	\$12,759.45
79	Landfill Post Closure	\$2,774,357.38	\$0.00	\$344,685.95	\$0.00	\$0.00	\$3,119,043.33
	C&D Site Closure/Post Closu	\$216,894.57	\$0.00	\$29,147.30	\$0.00	\$0.00	\$246,041.87
75	Landfill Construction	(\$110,579.28)	\$0.00	\$0.00	\$0.00	\$0.00	(\$110,579.28)
	Total Non-Tax Funds	\$ 9,860,018.44	\$ 605,667.91	\$ 4,698,836.59	\$ 285,855.25	\$ 3,538,653.15	\$ 11,020,201.88
12	CDBG Revolving Loan	\$176,083.31	\$19.21	\$430.30	\$0.00	\$85,721.45	\$90,792.16
12	Housing Grant - Federal Func	\$67,223.15	\$8.20	\$60,496.21	\$0.00	\$4,665.61	\$123,053.75
12	Buy Rehab Sell	\$166,047.84	\$37.65	\$5,789.93	\$0.00	\$0.00	\$171,837.77
18	Creative District	\$0.00	\$45.84	\$10,232.73	\$0.00	\$2,000.00	\$8,232.73
60	Federal Proj (Blackburn Br))	(\$7,179.54)	\$4,470.79	\$228,423.29	\$13,860.73	\$211,422.60	\$9,821.15
60	Shadow Brook Project	(\$14,374.68)	\$0.00	\$0.00	\$0.00	\$0.00	(\$14,374.68)
60	Concrete Panel/Asphalt Proj	\$1,654,079.26	\$0.00	\$0.00	\$6,551.50	\$866,566.94	\$787,512.32
19-192	Land Acq - Indust. Park	\$2,148,085.33	\$1,781.97	\$31,136.25	\$15,488.28	\$1,964,000.32	\$215,221.26
19-193	Land Acq - Right-of-ways	\$21,561.20	\$0.00	\$0.00	\$0.00	\$0.00	\$21,561.20
19-194	Land Acq - Parks	\$67,361.72	\$0.00	\$0.00	\$0.00	\$0.00	\$67,361.72
16	Total Bond Funds	\$769,017.57	\$85,415.23	\$612,308.54	\$62,345.00	\$1,043,145.00	\$338,181.11
40	Total TIF Funds	\$423,287.18	\$2,463.79	\$30,104.52	\$0.00	\$10,918.28	\$442,473.42
	Total Misc. Funds	\$ 5,471,192.34	\$ 94,242.68	\$ 978,921.77	\$ 98,245.51	\$ 4,188,440.20	\$ 2,261,673.91
	Total All Funds	\$ 22,673,282.55	\$ 3,120,481.38	\$ 27,317,836.39	\$ 2,905,581.64	\$ 23,656,577.51	\$ 26,334,541.43

LB 357 Cash Available	(from Page 2)	\$1,785,087.12
Wastewater Cash Available	(from Page 3)	\$4,955,055.70
Water Cash Available	(from Page 3)	\$10,129,865.63
		<u>\$ 43,204,549.88</u>

City of York
LB 357 Funds Summary

	31-Mar-24	30-Apr-24
LB 357 Funds Allocation		
Cash Balance	\$16,670,876.06	\$16,584,441.06
Less: Quiet Zone	(\$1,496,028.97)	(\$1,496,028.97)
School-Owned Properties	(\$1,116,730.34)	(\$1,116,730.34)
Ball Field	(\$9,875,833.19)	(\$9,939,259.91)
City-Owned Properties	(\$2,242,084.72)	(\$2,247,334.72)
Total Cash Available	\$1,940,198.84	\$1,785,087.12
Less Restricted Funds		
Debt Service	(\$630,429.07)	(\$513,539.95)
Debt Service Reserve	\$0.00	\$0.00
Total LB 357 Funds	\$1,309,769.77	\$1,271,547.17

City of York Public Works Summary

	31-Mar-24	30-Apr-24
Wastewater		
Cash Balance	\$4,690,436.00	\$4,955,055.70
Less: Construction Fund	\$0.00	\$0.00
Total Cash Available	\$4,690,436.00	\$4,955,055.70
Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	(\$366,746.35)	(\$488,995.13)
Debt Service Reserve	\$0.00	\$0.00
Renewal & Replacement	\$0.00	\$0.00
Total Unrestricted Funds	\$4,323,689.65	\$4,466,060.57
Water		
Cash Balance	\$9,001,309.53	\$9,161,130.69
Less: Construction Fund	(\$312,902.55)	(\$312,902.55)
Add: Farm Management Acct	\$1,281,335.66	\$1,281,637.49
Total Cash Available	\$9,969,742.64	\$10,129,865.63
Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	(\$330,534.48)	(\$390,813.50)
Debt Service Reserve	(\$266,500.00)	(\$266,500.00)
Total Unrestricted Funds	\$9,372,708.16	\$9,472,552.13

City of York
for the Month of April 2024

Auditors Grouping	<u>Total Amount</u>	<u>Restricted or Assigned</u>	<u>Unrestricted</u>	<u>Notes</u>
10 General:				
General	\$3,008,054.40	29,478.52	\$2,978,575.88	Restricted - YCF (Parks, Police) & Police Memorial Fund
ARP Act \$	\$340,476.22	\$340,476.22	\$0.00	Restricted grant money
Senior Center	\$5,514.62		\$5,514.62	
Police	\$54,285.83	\$49,856.00	\$4,429.83	Restricted - Federal equitable sharing money
Community Center	\$162,702.86		\$162,702.86	
Park	\$222,476.51	\$51,100.00	\$171,376.51	Mincks Park splash pad donations & grants
Auditorium	\$6,026.78		\$6,026.78	
Convention Center	\$149,190.70		\$149,190.70	
Aquatic Center	\$76,346.40		\$76,346.40	
Ball Park	\$11,298.41		\$11,298.41	
Museum	\$2,860.04		\$2,860.04	
Soccer Complex	\$6,555.81		\$6,555.81	
Total	\$4,045,788.58	\$470,910.74	\$3,574,877.84	
13 User Fees	\$19,756.71		\$19,756.71	
14 General Capital Projects	\$6,920,530.37	\$6,920,530.37		Hail claims, bonded projects - Fire Station & Parks
22 Fire/EMS	\$137,647.04	\$49,221.81	\$88,425.23	Restricted - York Community Foundation
24 Library	\$57,959.97		\$57,959.97	
30 Police Pension	\$1,415.86		\$1,415.86	
31 Fire Pension	\$17,418.26		\$17,418.26	
Total General	\$11,200,516.79	\$7,440,662.92	\$3,759,853.87	
50 Street	\$4,202,426.46	\$4,202,426.46		
20 Aviation	\$294,976.37	\$294,976.37		
16 Debt Service	\$338,181.11	\$338,181.11		
15 LB 357	\$1,785,087.12	\$1,785,087.12		
23 Capital Projects Sinking	\$0.00	\$0.00		
60 Capital Projects	\$782,958.79	\$782,958.79		
12 CDBG	\$385,683.68	\$385,683.68		
18 Creative District	\$8,232.73	\$8,232.73		
11 Keno	\$1,722.09	\$1,722.09		
19 Sinking	\$304,144.18	\$304,144.18		
32 E911	\$16,754.47	\$16,754.47		
40 TIF	\$442,473.42	\$442,473.42		
Total Governmental	\$19,763,157.21	\$16,003,303.34	\$3,759,853.87	
70 Landfill:				
Landfill	\$3,319,347.92		\$3,319,347.92	
Landfill-Operations	\$112,807.75	\$112,807.75		Bond Requirements
Landfill-Debt Service	\$118,354.38	\$118,354.38		Bond Requirements
Old Landfill Closure	\$12,759.45	\$12,759.45		
Landfill Closure/Post	\$3,119,043.33	\$3,119,043.33		
C&D Site Closure/Post	\$246,041.87	\$246,041.87		
Construction	(\$110,579.28)		(\$110,579.28)	
Total Landfill	\$6,817,775.42	\$3,609,006.78	\$3,208,768.64	
80 Wastewater	\$4,955,055.70	\$488,995.13	\$4,466,060.57	Bond Requirements
90 Water	\$10,129,865.63	\$657,313.50	\$9,472,552.13	Bond Requirements
Total Enterprise	\$21,902,696.75	\$4,755,315.41	\$17,147,381.34	
33 Health Insurance	\$1,538,695.92	\$1,538,695.92		Assigned for insurance claims needs
Total City	\$43,204,549.88	\$22,297,314.67	\$20,907,235.21	

LEASE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of May, 2024, by and between the City of York, Nebraska, a municipal corporation, herein Lessor, and Nuttelman Farms Partnership, Doug Nuttelman and Greg Nuttelman, Lessee, on the following terms and conditions, WITNESSETH:

That the Lessor does hereby lease to Lessee the following described premises on cash rent basis hereinafter set forth, commencing May 14, 2024, and ending the last day of February, 2025, to-wit:

112 acres, more or less, in the following described real estate:

(Irregular tract No. 15):

A tract of land comprising a part of the SW $\frac{1}{4}$ of Section Twenty-five (25), Township Eleven) 11 North, Range Three (3) West of the 6th P.M., York County, Nebraska, described as follows: Commencing at the SE corner of said SW $\frac{1}{4}$; thence N01°36'23"W, and on the East line of said SW $\frac{1}{4}$, 79.32 feet to the Point of Beginning, said point being a 5/8" rebar on the North R.O.W. line of 25th Street; thence S88°13'55"W, and on the North R.O.W. line of said 25th Street, 1945.92 feet to a 5/8" Rebar w/cap; thence N36°37'14"E, and on the East R.O.W. line of Highway #81, 195.35 feet to a 5/8" Rebar w/cap; thence N41°28'07"E, and on the East R.O.W. line of Highway #81, 1101.78 feet to a 5/8" Rebar w/cap; thence N09°18'34"E, and on the East R.O.W. line of Highway #81, 114.12 feet to a 5/8" rebar w/cap; thence N38°05'13"E, and on the East R.O.W. line of Highway #81, 1399.82 feet to a 5/8" rebar w/cap; thence N39°08'06"E, and on the East R.O.W. line of Highway #81, 242.07 feet to a 5/8" rebar w/cap on the East line of said SW $\frac{1}{4}$; thence S01°36'23"E, and on the East line of said SW $\frac{1}{4}$, 2325.37 feet to the Point of Beginning and containing 51.34 acres more or less, henceforth known as Irregular Tract No. 15.

AND

(Irregular tract No. 16):

A tract of land comprising a part of the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Twenty-five (25), Township Eleven (11) North, Range Three (3) West of the 6th P.M., York County, Nebraska, described as follows: Commencing at the SW corner of the SE $\frac{1}{4}$; thence N01°36'23"W, and on the West line of said SE $\frac{1}{4}$, 79.32 feet to the Point of Beginning, said point being a 5/8" rebar on the North R.O.W. line of 25th Street; thence N01°36'23"W, and on the West line of said SE $\frac{1}{4}$, 2325.37 feet to a 5/8" rebar w/cap on the East R.O.W. line of Highway #81; thence N39°08'40"E, and on the East R.O.W. line of said Highway #81, 304.62 feet to a 5/8" rebar w/cap on the North line of said SE $\frac{1}{4}$; thence N88°32'38"E, and on the North line of said SE $\frac{1}{4}$, 692.70 feet to a 5/8" rebar w/cap on the West R.O.W. line of the Chicago, Burlington & Quincy Railroad; thence S12°29'22"E, and on the West R.O.W. line of the Chicago, Burlington & Quincy Railroad 1154.90 feet to a 1" iron pipe; thence S01°23'46"E, 1419.05 feet to a 3/4" rebar on the North R.O.W. line of 25th Street; thence S88°20'02"W, and on the North R.O.W. line of 25th Street, 1104.40 feet to the Point of Beginning and containing 61.62 acres more or less. Henceforth known as Irregular Tract No. 16.

The above-described premises will be held by the Lessor for industrial development, and it is understood that Lessor intends to sell some or all of the property during the period of this Lease.

The farming of the leased areas herein and the leased premises will be at all times open to the inspection of Lessor and its agents, and potential buyers and developers.

NOW, THEREFORE, Lessor agrees to lease to Lessee said 112 acres, more or less, on an annual cash rent of \$255 per acre, or a total annual amount for said Lease in the sum of \$28,560.

The initial cash rent payment is \$14,280, is due and payable June 1, 2024 and the second semi-annual payment of \$14,280 shall be due on September 1, 2024.

No interest shall accrue on said payments until due date thereof, and in the event said payments are not paid in full on said due dates, interest shall accrue thereon after said due date at the then existing commercial prime rate of interest until paid. In the event said payments of principal and interest are not paid on said due dates hereinbefore set forth, or within 15 days thereafter, all Lessee's rights herein shall be forfeited and cancelled and, in such event, Lessor shall have full right and authority to lease property herein elsewhere as Lessor may determine.

OTHER PROVISIONS

- 1) Lessor shall have no expense of any kind or nature incurred in the production of crops on said leased premises.
- 2) Lessor and Lessee agree to consult with each other and determine the extent of participation in the Federal government agricultural programs to their joint benefit during the lease term. Lessee agrees to comply with the A.S.C.S. established crop base as it exists at the time of this Agreement and shall not be altered during the term of the Agreement and said base shall not be comingled or involved in any way by the Lessee concerning other leases held by Lessee or on land owned by Lessee which would result in diminishing the existing crop basis on leased premises herein.
- 3) Further provided that there shall be no grazing of livestock owned by Lessee on premises herein or by others on any of the areas being leased hereunder, the pasture land on said leased premises to be for production of hay only which Lessee shall have the right to retain without further cost to Lessee.
- 4) Lessee agrees not to prepare the leased premises for planting, or sow or plant any crop on any portion of said premises which crop would not mature until after the expiration of the lease term herein.
- 5) Lessee agrees not to re-lease, sublease or assign this Lease on all or any part of said premises, except upon written consent of Lessor.
- 6) Lessor, or the Lessor's agents and all persons authorized by Lessor, including prospective buyers and developers, shall have the right to enter on said premises to inspect the same or make improvements.
- 7) It is expressly understood and agreed that no oral agreements or modifications of this Lease shall be valid, and the provisions hereof may be waived only by written

consent of the Lessor; and that Lessee expressly contracts and agrees to ensure the performance of the terms and conditions of this Lease by giving the Lessor, upon demand, a security interest upon all or any part of the crops growing or gathered on said premises during said term and if the Lessee, or if the rent of any portion thereof is not paid when due or if the Lessee defaults and fails to comply with any of the covenants of or violate any conditions or agreements of this Lease, the Lessor, at Lessor's option, may declare the Lease terminated, may cancel and annul the same, and take immediate possession of the premises and all crops thereon, in order to enforce the forfeiture for non-payment of rent.

- 8) The Lessee agrees to indemnify and hold the Lessor and the property of the Lessor, including the leased premises, free and harmless from any and all claims, liability, loss, damage or expenses resulting from Lessee's occupation and use of the leased premises, specifically including without limitations any claims.
 - a. By reason of the injury to person or property, from whatever cause, while in or on the leased premises or in any way connected with the leased premises, or with the improvements or personal property in or on the premises, including any liability for injury to the person or personal property of the Lessee, their agents, officers or employees;
 - b. By reason of any work performed on said premises or materials furnished to the premises at the instance or request of the Lessee, their agents or employees;
 - c. By reason of the Lessee's failure to perform any provision of this Lease or to comply with any requirement imposed on him or on the leased premises by any duly authorized governmental agency or political subdivision;
 - d. Because of Lessee's failure or inability to pay as they become due any obligations incurred by him in the agricultural or other operations to be conducted by him on the leased premises.
- 9) Lessor agrees to give Lessee at least 30 days written notice of the sale of any portion of the real estate, and such portion of real estate shall be removed from the Lease and the rent reduced proportionately to the amount of the real estate that is removed from the Lease.
- 10) Lessee agrees to cultivate all tillable land in a good husbandlike manner and to prepare or break land, plant and rotate crops as Lessor may direct.
- 11) Lessee agrees to destroy all noxious weeds, cockleburs, sunflowers and weeds of similar nature in early fall before they ripen their seeds, or other times that may be indicated, and to keep weeds cut around the premises leased to the Lessee hereunder.
- 12) Lessee agrees to cut no trees, shrubs, etc., without written consent of Lessor.
- 13) Lessee agrees that the Lessor reserves the right to cancel this Lease at any time without liability to anticipated benefits or profits in the case of war, state or national emergency or by action of the United States Government or State of Nebraska or any agency or instrumentality thereof.
- 14) Lessee agrees not to apply any chemicals to the premises without first obtaining

- consent from Lessor to the application of any chemicals to the property.
- 15) Violation of any of the above terms and conditions shall be a material breach of this Agreement and such violation shall result in the termination of the lease upon Lessor's option. In the event that Lessor terminates the lease based upon a breach of any of the provisions of this Agreement by Lessee, then Lessee shall forfeit all rights under this Agreement. In the event that Lessor elects not to declare a termination of the lease, this shall not be considered to be a waiver of the breach of the Agreement by Lessee.

AND IT IS FURTHER AGREED that the covenants herein shall extend and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. It is understood that this Lease is not automatically renewable and that the Lessor is not required to serve notice of cancellation of this Lease.

IN WITNESS WHEREOF, the parties hereto have subscribed their names on date first above written.

CITY OF YORK

Barry Redfern, Mayor

ATTEST:

Amanda Ring, City Clerk

Doug Nuttleman, Lessee

Greg Nuttleman, Lessee

STATE OF NEBRASKA)
) ss.
COUNTY OF YORK)

On this _____ day of May, 2024, before me, the undersigned Notary Public in and for said County, personally came, Barry Redfern, Mayor, and Amanda Ring, City Clerk, of said City and the identical persons whose names are affixed to the foregoing Lease and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said City of York, Nebraska, and that the seal of said City was thereupon affixed by its authority.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF YORK)

On this _____ day of May, 2024, before me, the undersigned Notary Public in and for said County, personally came, Doug Nuttleman, personally known to me to be the identical person who executed the above and foregoing Lease and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF YORK)

On this _____ day of May, 2024, before me, the undersigned Notary Public in and for said County, personally came, Greg Nuttleman, personally known to me to be the identical person who executed the above and foregoing Lease and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public

**Professional Service Agreement _____ & SENDD
General Administration Contract for _____ Project _____**

THIS AGREEMENT made and entered into by and between the **City** of _____, **Nebraska** (hereinafter referred to as the City) and Southeast Nebraska Development District, (hereinafter referred to as the Consultant).

WITNESSES THAT:

WHEREAS, the City, _____ and the Consultant, 7407 O St, Lincoln, NE 68510 are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the City, as part of its _____ CDBG grant agreement with the Department, under contract number _____, has been awarded CDBG funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the City 's approved CDBG program, and

WHEREAS, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a.** The Consultant shall complete, in a satisfactory and proper manner as determined by the City, the work activities described in the Scope of Work (**Attachment #1**).
- b.** The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 Compensation below.

2. Time of Performance

The start of the contract shall be _____. The termination date of the contract shall be upon certificate of completion. The effective date of this contract shall be the date the parties sign and complete execution of the contract.

3. Compensation

The City shall reimburse the Consultant in accordance with the Implementation projected Budget described in **Attachment #2** for all allowable expenses agreed upon by the parties to complete the Scope of Work. Contract will not use cost-plus or percentage of cost basis. In no event shall the total amount reimbursed by the City exceed the sum of \$ _____. Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs.

4. Record Maintenance, Record Retention, and Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR §200.300–345 and any such procedures that the City or the Department 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 and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of ten years after the final audit of the City's CDBG project unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department, 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 the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the City 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 the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has

- iii. In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- iv. The City may terminate this contract at any time giving at least 10-days' notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred upto the termination date.

7. Changes, Amendments, Modifications

The City 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 City and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto: Provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

10. Reports and Information

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request 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.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any

individual or organization without prior written approval of the City.

12. Copyright

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

13. Compliance With Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964

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.

15. Section 109 of the Housing and Community Development Act of 1974

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.

16. Build America, Buy America Act (BABA).

The City must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the City's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The City shall include this BABA clause in any procurement bid/contract documents to ensure BABA compliance by subgrantees, developers and/or contractors.

17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

a. 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 the requirements of Section 3 of the 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 arising in connection with Section 3 projects are provided to Section 3 workers (as defined in 24 CFR Part 75) within the metropolitan area (or nonmetropolitan county) in which the project is located and contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing in the metropolitan area (or nonmetropolitan county) in which the project is located.

b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would

prevent them from complying with these provisions.

- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her 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. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Consultant 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 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, 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 for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

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

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

19. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

No otherwise qualified individual will, 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.

20. Executive Order 11246, As Amended

This Order applies to all federally assisted construction contracts/subcontracts (that exceed \$10,000) and non-construction/service contracts and subcontracts (that exceed \$50,000). The Subrecipient and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

21. Conflict of Interest 2 CFR §200.318

No officer, employee or agent of the Grantee who will participate in the selection, the award, or

the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

22. Audits and Inspections

The City, the Department, the State Auditor and HUD 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 CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD.

23. Hold Harmless

The Consultant agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

24. Governing Law

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this Agreement, shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

ATTACHMENT #1

SCOPE OF WORK and FEES for _____, NEBRASKA for consisting of _____ pages.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and the Consultant have executed this contract agreement as of the date and year last written below.

CITY

By: _____
Printed Name: _____
Title: _____
Address: _____
Date: _____

CONSULTANT (Southeast Nebraska Development District)

By: _____
Printed Name: _____
Title: _____
Address: _____
Date: _____

APPROVED as to legal form:

City Attorney (Insert Business Name if not staff _____)

By: _____
Printed Name: _____
Title: _____
Address: _____
Date: _____

Attachment 1 - SENDD Scope of Work

The consultant shall complete, in a professional timely manner, the following services relative to the Applicant's Community Development Block Grant Repurpose project. Such actions shall be performed in a manner prescribed by the Nebraska Department of Economic Development.

General Administration

1. Contract Documents

- 1.1. Preparation and execution of SENDD Professional Services Agreement
- 1.2. Preparation and execution of SENDD's Construction Management Contract
- 1.3. Ongoing maintenance of physical and digital files to ensure compliance
- 1.4. Ensure execution of consultant Procurement & Contract (prepared by engineer)

2. Environmental Review

- 2.1. Preparation, execution, and submission of Environmental Review including:
 - 2.1.1. Determination of Level of Review
 - 2.1.2. Statutory Checklists
 - 2.1.3. Other Requirements
 - 2.1.4. Agency contact letters
 - 2.1.5. Notice of Intent to Request Release of Funds (NOI-RROF) (if applicable)
 - 2.1.6. Communication with History Nebraska (State Historic Preservation Office)
- 2.2. Ongoing maintenance of physical and digital files to ensure compliance

3. Financial Management

- 3.1. Preparation of expense ledger
- 3.2. Cost Documentation, including review of project and admin invoices
- 3.3. Ensure reconciliation of deposits are completed including request of bank statements and canceled checks (to be done by the Grantee and related matters)
- 3.4. Ongoing maintenance of physical and digital files to ensure compliance

4. Local Advisory Committee

- 4.1 Attending any meetings related to the project; includes with municipality, engineer, contractors, and businesses
- 4.2 Ongoing maintenance of physical and digital files to ensure compliance

5. Periodic Reports & Monitoring (20%)

- 5.1. Identification of project impact(s)
- 5.2. Other performance report requirements
- 5.3. Ongoing maintenance of physical and digital files to ensure compliance

6. Public Participation (2%)

- 6.1. Preparation of public hearing notices including second public hearing and any public hearings needed throughout the course of the project
- 6.2. Ongoing maintenance of physical and digital files to ensure compliance

7. Correspondence & Notes

- 7.1. Correspondence with award recipient, engineer, contractors, businesses or any individual/organization related to grant administration
- 7.2. Preparing summary of meetings
- 7.3. Ongoing maintenance of physical and digital files to ensure compliance

8. Audit & Close Out

- 8.1. Continue ensuring compliance with CDBG Regulations and Uniform Administrative Requirements;
- 8.2. Cost Principles;
- 8.3. Preparation of close-out documents, including -
 - 8.3.1. Final Financials
 - 8.3.2. Final Wage Compliance review
- 8.4. Final review of physical and digital files to prepare for monitoring

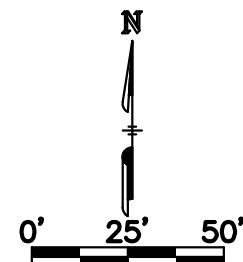
9. Other fees

- 9.1. Mileage and travel expenses related to attending project related meetings
- 9.2. Copies
- 9.3. Postage
- 9.4. Miscellaneous fees that relate to administrative services

REPLAT OF LOTS 7 AND 8, BELLA VISTA ESTATES CITY OF YORK, YORK COUNTY, NEBRASKA

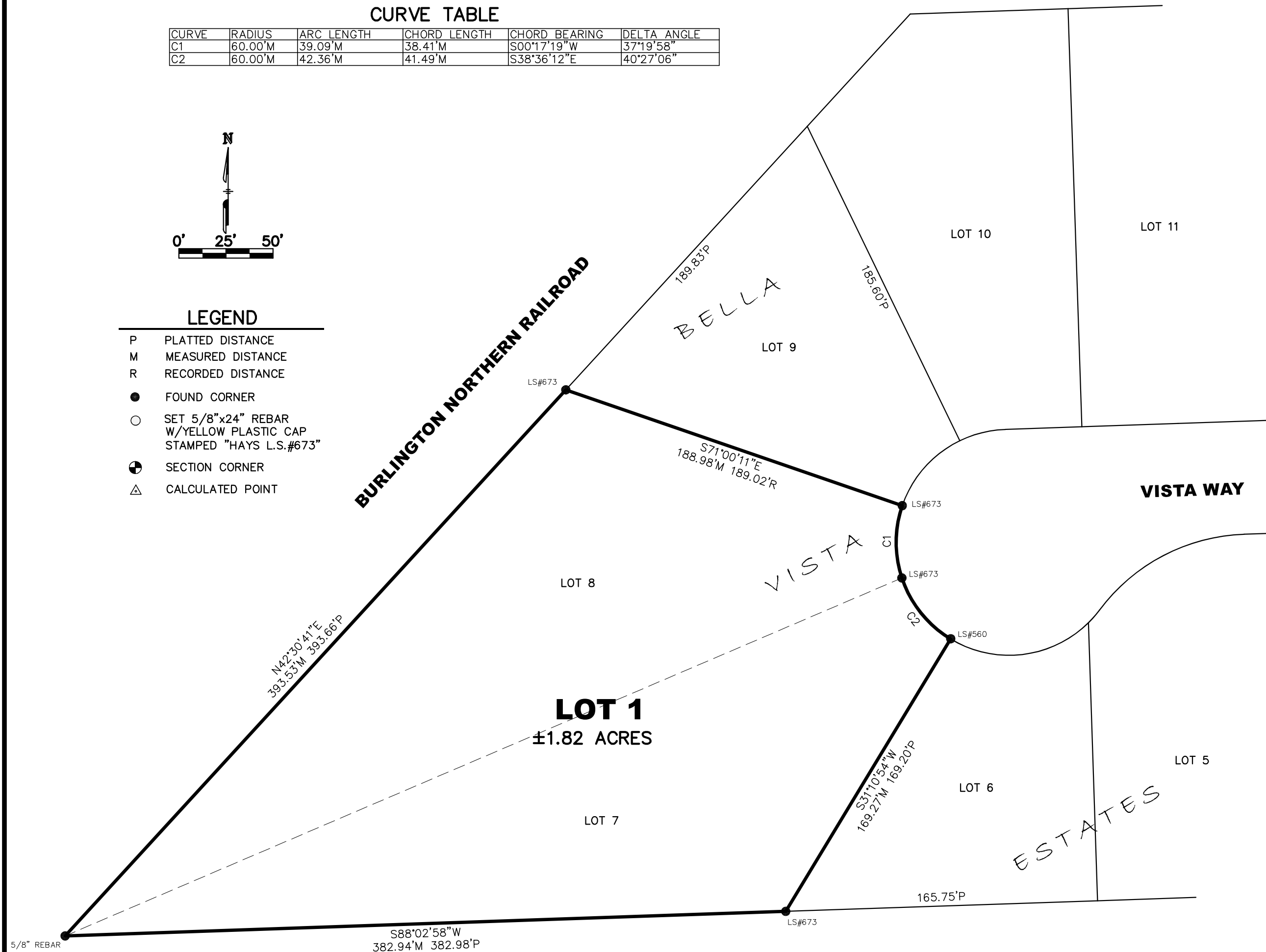
CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	60.00'M	39.09'M	38.41'M	S00°17'19"W	37°19'58"
C2	60.00'M	42.36'M	41.49'M	S38°36'12"E	40°27'06"



LEGEND

- P PLATTED DISTANCE
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- FOUND CORNER
- SET 5/8"x24" REBAR W/YELLOW PLASTIC CAP STAMPED "HAYS L.S.#673"
- ⊕ SECTION CORNER
- △ CALCULATED POINT



SURVEYOR'S CERTIFICATE:

I, CHRISTOPHER C. HAYS, NEBRASKA REGISTERED LAND SURVEYOR NO. 673, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

Christopher C. Hays
CHRISTOPHER C. HAYS, L.S. NO. 673

LEGAL DESCRIPTION:

LOTS 7 AND 8, BELLA VISTA ESTATES, CITY OF YORK, YORK COUNTY, NEBRASKA.



PROJECT / TITLE
**REPLAT OF LOTS 7 AND 8,
BELLA VISTA ESTATES, CITY OF YORK, NE**

FIELD WORK COMPLETION DATE: **MARCH 19, 2024**

SURVEY PLAT COMPLETION DATE: **MARCH 20, 2024**

THIS SURVEY REQUESTED BY: **JEFF CUSHING**

160 North Polk St., P.O. Box 432, Osceola, NE 68651 (402) 366-7930 www.HLSNE.com

STATE SURVEYOR

SHEET
1 of 1

BASIS OF BEARING
BEARINGS ARE BASED ON
NAD83 NEBRASKA STATE
PLANE GRID AS DETERMINED
BY GPS RTK OBSERVATIONS
USING THE DIGIFARM
VIRTUAL BASE NETWORK

DEED OF DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT WE, JEFFERY S. CUSHING AND MELANIE M. TROUTMAN, AND CORNERSTONE BANK, BEING THE OWNERS OF THE LAND DESCRIBED HEREON HAVE CAUSED THE SAME TO BE SURVEYED, PLATTED AND DESIGNATED AS REPLAT OF LOTS 7 AND 8, BELLA VISTA ESTATES, CITY OF YORK, YORK COUNTY, NEBRASKA AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, AND THAT THE FOREGOING SUBDIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

BY: JEFFERY S. CUSHING BY: MELANIE M. TROUTMAN

BY: CORNERSTONE BANK (PRINT NAME), (TITLE)

ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____ SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY CAME THE ABOVE NAMED JEFFERY S. CUSHING TO BE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION OF THIS PLAT AND HE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, _____.

NOTARY PUBLIC

ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____ SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY CAME THE ABOVE NAMED MELANIE M. TROUTMAN TO BE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION OF THIS PLAT AND SHE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, _____.

NOTARY PUBLIC

ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____ SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY CAME THE ABOVE NAMED CORNERSTONE BANK, (NAME) (TITLE) TO BE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION OF THIS PLAT AND HE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, _____.

NOTARY PUBLIC

COUNTY TREASURER CERTIFICATE:

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

DATED THIS _____ DAY OF _____, 20____ A.D.

BY: _____
COUNTY TREASURER

APPROVAL OF THE PUBLIC WORKS DIRECTOR:

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE DIRECTOR OF PUBLIC WORKS, YORK NEBRASKA THIS _____ DAY OF _____, 20____ A.D.

BY: _____
DIRECTOR

APPROVAL OF THE CITY PLANNING COMMISSION:

THIS REPLAT OF LOTS 7 AND 8, BELLA VISTA ESTATES, CITY OF YORK, YORK COUNTY, NEBRASKA WAS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF YORK, YORK COUNTY, NEBRASKA THIS _____ DAY OF _____, 20____ A.D.

BY: _____
CHAIRPERSON

CITY COUNCIL ACCEPTANCE:

THIS REPLAT OF LOTS 7 AND 8, BELLA VISTA ESTATES, CITY OF YORK, YORK COUNTY, NEBRASKA WAS APPROVED AND ACCEPTED BY THIS CITY COUNCIL OF THE CITY OF YORK, NEBRASKA.

THIS _____ DAY OF _____, 20____ A.D.

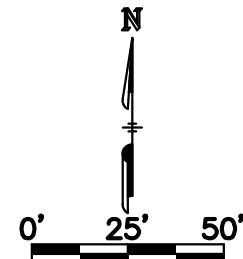
BY: _____
BARRY H. REDFERN - MAYOR

ATTEST: _____
AMANDA RING - CITY CLERK

REPLAT OF LOTS 7 AND 8, BELLA VISTA ESTATES CITY OF YORK, YORK COUNTY, NEBRASKA

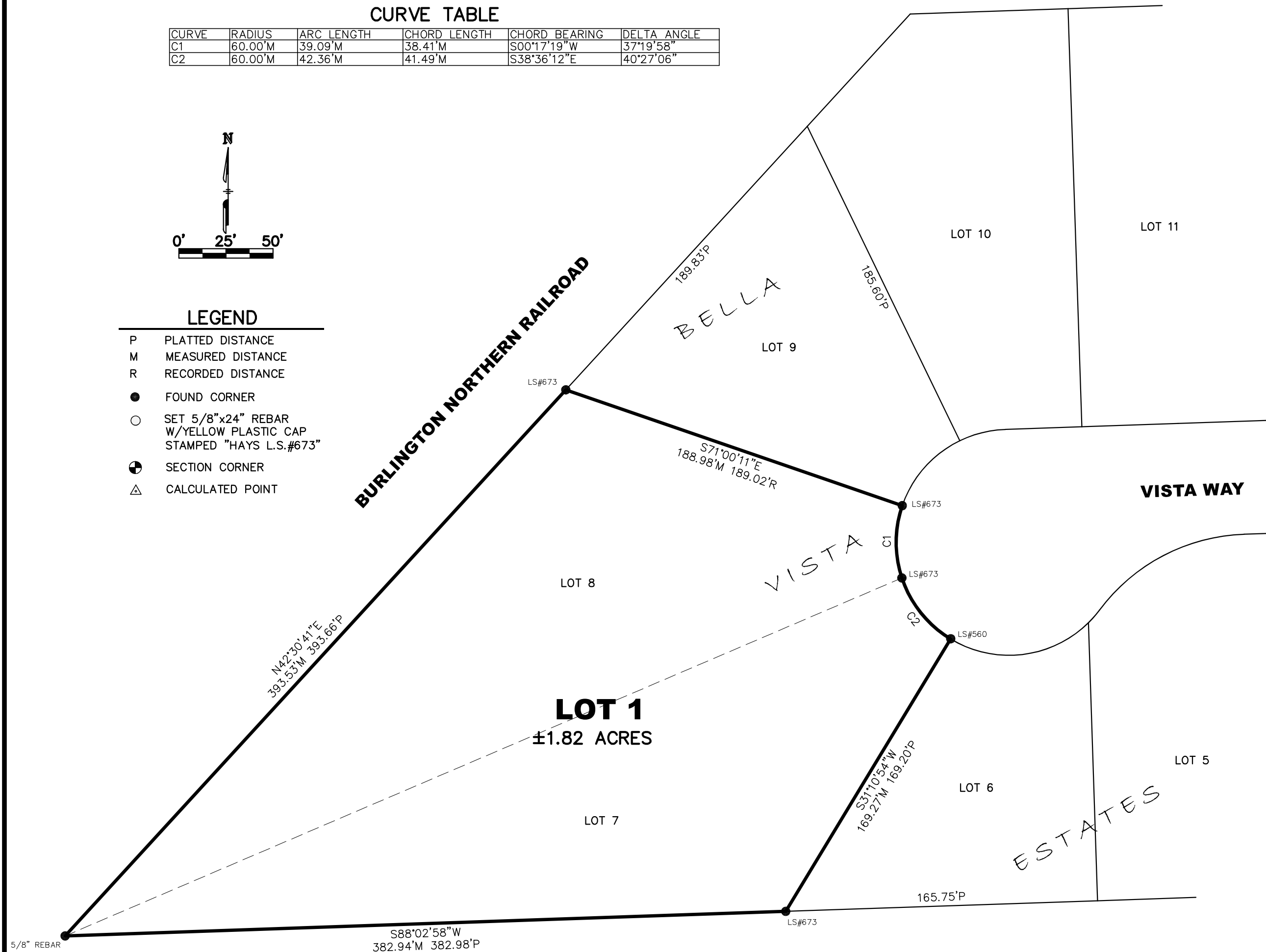
CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	60.00'M	39.09'M	38.41'M	S00°17'19"W	37°19'58"
C2	60.00'M	42.36'M	41.49'M	S38°36'12"E	40°27'06"



LEGEND

- P PLATTED DISTANCE
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- FOUND CORNER
- SET 5/8"x24" REBAR W/YELLOW PLASTIC CAP STAMPED "HAYS L.S.#673"
- ⊕ SECTION CORNER
- △ CALCULATED POINT



SURVEYOR'S CERTIFICATE:

I, CHRISTOPHER C. HAYS, NEBRASKA REGISTERED LAND SURVEYOR NO. 673, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

Christopher C. Hays
CHRISTOPHER C. HAYS, L.S. NO. 673

LEGAL DESCRIPTION:
LOTS 7 AND 8, BELLA VISTA ESTATES, CITY OF YORK, YORK COUNTY, NEBRASKA.

PROJECT / TITLE
REPLAT OF LOTS 7 AND 8,
BELLA VISTA ESTATES, CITY OF YORK, NE

FIELD WORK COMPLETION DATE: MARCH 19, 2024
SURVEY PLAT COMPLETION DATE: MARCH 20, 2024

THIS SURVEY REQUESTED BY: JEFF CUSHING

160 North Polk St., P.O. Box 432, Osceola, NE 68651 (402) 366-7930 www.HLSNE.com

STATE SURVEYOR

SHEET
1 of 1

BASIS OF BEARING
BEARINGS ARE BASED ON
NAD83 NEBRASKA STATE
PLANE GRID AS DETERMINED
BY GPS RTK OBSERVATIONS
USING THE DIGIFARM
VIRTUAL BASE NETWORK

DEED OF DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT WE, JEFFERY S. CUSHING AND MELANIE M. TROUTMAN, AND CORNERSTONE BANK, BEING THE OWNERS OF THE LAND DESCRIBED HEREON HAVE CAUSED THE SAME TO BE SURVEYED, PLATTED AND DESIGNATED AS REPLAT OF LOTS 7 AND 8, BELLA VISTA ESTATES, CITY OF YORK, YORK COUNTY, NEBRASKA AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, AND THAT THE FOREGOING SUBDIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

BY: JEFFERY S. CUSHING BY: MELANIE M. TROUTMAN

BY: CORNERSTONE BANK (PRINT NAME), (TITLE)

ACKNOWLEDGMENT:

STATE OF _____
COUNTY OF _____ SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY CAME THE ABOVE NAMED JEFFERY S. CUSHING TO BE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION OF THIS PLAT AND HE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, _____.

NOTARY PUBLIC

ACKNOWLEDGMENT:

STATE OF _____
COUNTY OF _____ SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY CAME THE ABOVE NAMED MELANIE M. TROUTMAN TO BE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION OF THIS PLAT AND SHE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, _____.

NOTARY PUBLIC

ACKNOWLEDGMENT:

STATE OF _____
COUNTY OF _____ SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY CAME THE ABOVE NAMED CORNERSTONE BANK, (NAME) (TITLE) TO BE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION OF THIS PLAT AND HE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, _____.

NOTARY PUBLIC

COUNTY TREASURER CERTIFICATE:

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

DATED THIS _____ DAY OF _____, 20____ A.D.

BY: _____
COUNTY TREASURER

APPROVAL OF THE PUBLIC WORKS DIRECTOR:

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE DIRECTOR OF PUBLIC WORKS, YORK NEBRASKA THIS _____ DAY OF _____, 20____ A.D.

BY: _____
DIRECTOR

APPROVAL OF THE CITY PLANNING COMMISSION:

THIS REPLAT OF LOTS 7 AND 8, BELLA VISTA ESTATES, CITY OF YORK, YORK COUNTY, NEBRASKA WAS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF YORK, YORK COUNTY, NEBRASKA THIS _____ DAY OF _____, 20____ A.D.

BY: _____
CHAIRPERSON

CITY COUNCIL ACCEPTANCE:

THIS REPLAT OF LOTS 7 AND 8, BELLA VISTA ESTATES, CITY OF YORK, YORK COUNTY, NEBRASKA WAS APPROVED AND ACCEPTED BY THIS CITY COUNCIL OF THE CITY OF YORK, NEBRASKA.

THIS _____ DAY OF _____, 20____ A.D.

BY: BARRY H. REDFERN - MAYOR

ATTEST: AMANDA RING - CITY CLERK

ORDINANCE NO. 2368

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA, REVISING ALL THE ORDINANCES OF THE CITY; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR VIOLATIONS OF THE CODE; AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. The Code entitled "Code of the City of York, Nebraska," published by Municode, consisting of chapters 1 through 56, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before January 18, 2024, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine not exceeding \$1,000.00. Except as otherwise provided by law or ordinance: (i) with respect to violations of this Code that are continuous with respect to time, each day that the violation continues is a separate offense; and (ii) with respect to violations that are not continuous with respect to time, each act constitutes a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief, restitution and revocation of licenses or permits, and such other remedies as provided by this Code, and Nebraska and federal law.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after January 18, 2024, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the *, held on the _____ day of _____, _____.

City Clerk