

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, June 6, 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 30, 2024
3. Pledge of Allegiance
4. Roll Call
5. Minutes of May 16, 2024
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$1,232.60
 - 6.2. Claim for Jeff Pieper of Pieper's Inc. in the amount of \$223.06
 - 6.3. Claim for Stephen Postier of the York County Development Corporation in the amount of \$8,583.34
7. Claims for the period of May 17, 2024 through June 6, 2024
8. City Administrator Report
9. Fire department budget presentation
10. Consider approval of six special designated licenses for Sunset Bowl, 1923 N. Lincoln Ave., for the Corn hole Tournament for dates: June 21, June 28, July 5, July 12, July 19 and July 26, 2024

11. Consider approval of a pipeline easement agreement between the City of York and Trailblazer CO2 Pipeline LLC for easement rights on property located in the southeast quarter of Section 9, Township 10 North, Range 2 West of the 6th PM, York County, Nebraska
12. Consider approval of Updated Guidelines for Downtown Revitalization Facade Improvement/Commercial Rehabilitation Program
13. Consider approval of an Expedited Review TIF Project Application filed by EpWorks LLC, located at 2119 N. Division Ave, for workforce housing
14. Amy Lehman to address the Council regarding Project Access York
15. Adjournment

TECHNOLOGY | REVIEWS



Apple Watch Ultra 2
JAMES MARTIN PHOTOS, CNET

THE CLEVER WRIST

Three of the best smartwatches you can buy right now

CNET

The convenience of a good smartwatch is hard to beat. There are plenty of devices to choose from beyond the better-known options like the Apple Watch and Samsung's Galaxy Watch. The best smartwatch for you will depend on the type of phone you have, your spending limit, and which health and fitness tracking features are most important to you.

Most smartwatches provide basic exercise tracking comparable to most fitness trackers. But the best ones should also include advanced features such as heart-rate monitoring, sleep tracking and GPS tracking, along with the ability to show phone notifications on your wrist. Many also support contactless payments, while others have LTE or cellular connectivity, which allow you to actually leave your phone at home.

If you're looking for the best smartwatch 2024 has to offer, read on. These are the top smartwatches you can buy right now based on function, price and compatibility.

Apple Watch Ultra 2

The Apple Watch Ultra 2 is Apple's best smartwatch, with a tough titanium construction and an Action button to quickly start workouts or launch apps. It has the brightest screen of any Apple Watch at a maximum of 3,000 nits, which makes it incredibly easy to see when adventuring in the great outdoors. For adventurers and athletes, it also has a built-in siren for safety and a dual-band GPS for accurately tracking your route. LTE is also onboard so you can venture out without a phone and still stay connected.

Inside is the same S9 chip found on the Apple Watch Series 9, which supports gestures like Double Tap and allows the watch to process Siri commands on-device. This means you can use Siri without being online, and later in the year you'll be able to ask the voice assistant for health data. Like earlier Apple Watches, the Ultra 2 also comes with a blood oxygen sensor, electrocardiogram (ECG or EKG) app, fall detection and emergency SOS. The battery also lasts at least twice as long as all other Apple Watch models. It's compatible only with the iPhone.

BEST DO-IT-ALL WATCH FOR IPHONE



Samsung Galaxy Watch 6 and 6 Classic

Samsung's Galaxy Watch 6 is the best Android watch for most people. Both the Galaxy Watch 6 and 6 Classic have incredibly bright screens that hit a maximum 2,000 nits, so seeing your watch in all lighting conditions is easy.

All the flagship features you would expect are included: an ECG, blood oxygen, body composition and temperature sensors. Note you do need a Galaxy phone to use the ECG, but all the other features work seamlessly with other Android phones. Like the Apple Watch Series 9, you'll need to charge the Galaxy Watch 6 every day, especially if you want to track sleep.

Last year's Galaxy Watch 5 Pro remains in the lineup if you need the best battery life of any Galaxy Watch, lasting up to three days on a charge.

BEST OVERALL WATCH FOR ANDROID



Google Pixel Watch 2

This Android smartwatch has accurate heart-rate tracking and health sensors like an ECG. It fills the gaps with many of the features we wanted in the first Pixel Watch, such as automatic workout detection. If you're familiar with Fitbit, the Pixel Watch 2 has a similar interface for logging workouts and viewing your health data. For runners, the watch can give you pace guidance and heart-rate zone notifications.

Beware that the battery isn't as strong as some other options on this list, and you will likely find yourself charging this watch every day, especially if you like to do outdoor GPS workouts and track your sleep. It does charge faster than the first Pixel Watch. It's also still available in only one size.

BEST ANDROID SMARTWATCH FOR HEART-RATE ACCURACY

Classifieds

York, Nebraska

www.yorknewstimes.com

Place an Ad
To place an ad call 402.204.7009 or Mon thru Fri 8-5pm or go online at yorknewstimes.com and check out our classified link. You may also fax us at 402.362.6748

Publishing Deadlines
For Ads Appearing Call Before
Tuesday.....Monday at 3pm
Wednesday.....Tuesday at 3pm
Thursday.....Wednesday at 3pm
Friday.....Thursday at 3pm
Saturday.....Friday at 12pm
ADvantage.....Friday at 12pm

What does it cost?
There are different rates for different categories:
- Real Estate for Sale
- Employment/Work Wanted
- Miscellaneous
- Garage Sales
- Rentals
Call for Specials!

Selling a Vehicle?
- Five weeks in YNT
- 1 week in Trade West
- 3 days in GI Independent
- 5 weeks ADvantage includes picture & 20 words for less than \$63
Call for other packages

Get Online
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 meeting of the City Council of the City of York, Nebraska, will be held at 5:30 o'clock p.m. on Thursday, June 6, 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.
Amanda Ring, City Clerk
May 30, 2024 ZNEZ

0242 Painting

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

0344 Garage Sale

1907 Road 17, Waco
Fri. 10-8 Sat. 8-12
Hay rack, clothing, books, tools, much misc.
CASH ONLY

624 20th
May 30 3-6, May 31 8-6,
June 1 8-?
Twin bed, upright freezer, furniture, household, kitchenware, dishes, antique, postcard, grill and misc

WACO COMMUNITY WIDE GARAGE SALES
Friday May 31st 10-8
Saturday June 1st 8-1
Watch for signs on Strickler Street

0344 Garage Sale

RURAL WACO During Community Garage Sales
May 31 and June 1st
2107 Road 13
2103 Road 13
1208 Road T
2008 Road 13
Antiques, clothes, indoor/outdoor furniture, tools, fishing, toys, kitchen items, books, Harley coats/leather, DVDs,
knick knacks, holiday décor, China & crystal and small appliances

0346 Estate Sale

Estate Sale
510 E. 20th Street York
Friday May 31st 8-6
Saturday June 1st 8-6
Queen lift bed, sofa table, cocktail table, all season decorations, Gnome, household items

0970 Pickups, 4x2 or 4x4



'10 Chevrolet Tahoe LTZ, 4X4 4dr SUV, power windows and locks, automatic rear lift gate. Sunroof, heated and air conditioning seats, newer tires, third row seating, DVD player, NAV.

\$11,995

Call Tim at 308-624-0055

or
Kerwyn 308-390-8925



0970 Pickups, 4x2 or 4x4

2 TO CHOOSE FROM



2020 Club Car Golf Cart, new lift, New Rims and tires, Back seat that turns into a work bench or you can haul things with it.

\$9,495

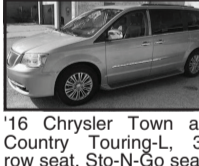
Call Tim at 308-624-0055

or
Kerwyn 308-390-8925



0991 Minivans, Buses, Vans

PRICE REDUCED



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

\$12,995

Call Tim at 308-624-0055

or
Kerwyn 308-390-8925



PRICE REDUCED



2016 Dodge Grand Caravan SE 4dr Mini-Van, Stow_N-Go seats, middle row is a bench seat. Fairly new tires.

\$11,995

Call Tim at 308-624-0055

or
Kerwyn 308-390-8925



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

0995 Autos for Sale or Lease



07 Ford F-150 XLT 4 dr SuperCab 4WD Styleside 6.5 ft., Power Windows and locks, 142k miles.

\$9,995

Call Tim at 308-624-0055

or
Kerwyn 308-390-8925



2007 Pontiac Grand Prix 4dr Sedan, 3.8L V6, FWD, CD Player, AMM Radio, power windows and locks, air, cruise

\$3,995

Call Tim at 308-624-0055

or
Kerwyn 308-390-8925



0995 Autos for Sale or Lease



2014 Toyota Camry Hybrid. 205,000 highway miles. \$7,400. Accident free history. Up to 42 mpg. Standard options, AM/FM Satellite radio with CD player. Cruise control and sun roof. 308 991-1684 or 3008 440-5597

SPRING SPECIAL

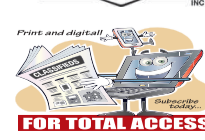


'97Cadillac DeVille 4dr Sedan, V8 Northstar, runs and drives great. power windows and locks, Interior is clean, outside is in great shape

\$6,995

Call Tim at 308-624-0055

or
Kerwyn 308-390-8925



YORK ADOPT-A-PET
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

0995 Autos for Sale or Lease

SPRING SPECIALS



'11 Chevrolet Avalanche LT 4X4 4dr Crew Cab Pickup. Really nice Chevy Avalanche

\$17,950

Call Tim at 308-624-0055

or
Kerwyn 308-390-8925



Picture It SOLD
York News-Times
yorknewstimes.com



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

FOR TOTAL ACCESS!

BUY, SELL OR TRADE
Right Here at Home for the Best Value!

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

IN THE MARKET FOR A New Home?

FOR TOTAL ACCESS!

REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
May 16, 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: Stephen Postier: Present, Jerry Wilkinson: Present, Matt Wagner: Present, Jeff Pieper: Present, Scott Van Esch: Absent, Vicki Northrop: Present, Tony North: Present, Jennifer Sheppard: Present. The following City Officials were present: City Administrator Dr. Sue Crawford, City Attorney Charley Campbell, Police Chief Ed Tjaden, Planning Director Dan Aude, Library Director Deb Roberston and City Clerk Amanda Ring.

Notice of this meeting was given in advance thereof by publication in the York News Times on May 9, 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 May 2, 2024 meeting. Ayes with a motion by Jerry Wilkinson and a second by Jennifer Sheppard. Scott Van Esch: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$963.63. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Scott Van Esch: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Vicki Northrop: Yea, Tony North: Abstain (With Conflict), Jennifer Sheppard: Yea.

Motion to approve the claim for Jeff Pieper of Pieper's Inc. in the amount of \$171.59. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Scott Van Esch: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Abstain (With Conflict), Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Motion to approve the claim of Stephen Postier of York County Development Corporation in the amount of \$45.00. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Scott Van Esch: Absent, Stephen Postier: Abstain (With Conflict), Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Claims

Motion to approve the claims for May 3, 2024 through May 16, 2024. Ayes with a motion by Jerry Wilkinson and a second by Jennifer Sheppard. Scott Van Esch: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Department Activities Reports

Motion to approve the departmental activities reports for the month of April 2024. Ayes with a motion by Tony North and a second by Jennifer Sheppard. Scott Van Esch: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Cash Balances for April 2024

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

City Administrator Report

With the level of interest in Project Access York, Dr. Crawford shared that approval was given to share the materials early and receive comment on the project through June 12, 2024. The materials for the May 28 meeting are now located within the Project Access York tab on the city's website. The public input report for the March 30, 2023, open house is currently located under the Clerk's tab on the web page. After the Public Input Session on May 28, the city will receive a report with all the information gathered, and it will be placed on the City's website when available.

Industrial Park Farm Lease Agreement

This was put out to bid, and the city received four bids. This is for a one-year lease agreement. Motion to approve the bid Nuttelman Farms Partnership for the York Industrial Park farm ground for a one-year lease in the amount of \$28,560.00, through February 28, 2025. Ayes with a motion by Jerry Wilkinson and a second by Stephen Postier. Scott Van Esch: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Agreement with City of York and SENDD for Public Works Repurpose Project

Dr. Crawford explained how SENDD helps administer all of our CDBG grant monies to verify we using the money for appropriate projects. This is money that was initially going to be returned to the State, but the city has been given permission to use it and the Purchase, Rehab, Resell money for infrastructure and facility improvements.

Motion to approve the agreement between the City of York and Southeast Nebraska Development District for General Administration of the Public Works Repurpose Project, compensation amount not to exceed \$10,000.00. Ayes with a motion by Tony North and a second by Jeff Pieper. Scott Van Esch: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Public Hearing for Bella Vista Estates

The Mayor announced this was the time and place for a public hearing on the Replat of Lots 7 and 8, Bella Vista Estates, City of York, York County, Nebraska. Dan Aude addressed the Council regarding the preliminary and final plat. He stated the owner would like to combine the two lots to be able to meet City building code for building a new house. This was recommended by the Planning Commission. There was no other public comment.

Motion to approve the preliminary and final plat for Replat of Lots 7 and 8, Bella Vista Estates, City of York, York County, Nebraska. Ayes with a motion by Jennifer Sheppard and a second by Jerry Wilkinson. Scott Van Esch: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Ordinance No. 2368 -

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.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2368. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third readings. Ayes with a motion by Tony North and a second by Jeff Pieper. Scott Van Esch: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Vicki Northrop: Nay, Tony North: Yea, Jennifer Sheppard: Yea.

Motion to approve 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. Ayes with a motion by Jeff Pieper and a second by Stephen Postier. Scott Van Esch: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Vicki Northrop: Nay, Tony North: Yea, Jennifer Sheppard: Yea.

Mayor Appointments

Motion to approve the reappointment of Mark Way to the Personnel Board for a term ending June 1, 2028. Ayes with a motion by Tony North and a second by Jennifer Sheppard. Scott Van Esch: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Motion to approve the reappointment of Randy Hall to the Aviation Board for a term ending June 1, 2027. Ayes with a motion by Jeff Pieper and a second by Jennifer Sheppard. Scott Van Esch: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Motion to approve the reappointment of Suzie Ellis to the Library Advisory Board for a term ending July 1, 2029. Ayes with a motion by Stephen Postier and a second by Jeff Pieper. Scott Van Esch: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

The Mayor thanked Bill Williamsen for his many years of service on the Public Works Board.
Motion to approve the appointment of Sheldon Sandall to the Board of Public Works for a term ending June 1, 2025. Ayes with a motion by Jerry Wilkinson and a second by Jeff Pieper. Scott Van Esch: Absent, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea.

Brandon Lehman to address the Council regarding Project Access York

Brandon Lehman, 1430 S. Grant Ave., addressed the Council concerning the City's budget for Project Access York and future costs and maintenance. He questioned how much the city will be investing over the \$15.6 million. He questioned if the trail will have lighting. He proposed more questions about the walk-ability in the interstate area and who would be responsible for funding that infrastructure. The signage and associated costs, along with the traffic pattern change for the interstate area was another concern brought forward with the pedestrian bridge location. Maintenance questions were asked about snow removal costs, mowing costs, insurance premium increases and police staffing.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 5:58 o'clock p.m.

Amanda Ring, City Clerk

Barry Redfern, Mayor

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00001	CITY OF YORK - WATER DEPT	1	4,601.95	N		
01-00010	GALE	3	446.84	N		
01-00110	MATHESON TRI-GAS	4	305.88	N		
01-00120	JACKSON SERVICES INC	15	1,056.51	N		
01-00200	NEBRASKA MACHINERY CO	4	2,128.64	N		
01-00210	EAKES OFFICE PLUS	2	447.15	N		
01-00290	NORTH PRINTING & OFFICE S	10	1,232.60	N		
01-00300	BLACK HILLS ENERGY	13	6,986.43	N		
01-00340	BOUND TREE MEDICAL LLC	2	326.51	N		
01-00360	CITY OF YORK	3	31,314.11	N		
01-00540	GLOBAL TECH, INC.	6	7,847.20	N		
01-00570	SUMMIT FIREPROTECTION	3	440.85	N		
01-00620	ROY NICKELS	1	93.64	N		
01-00640	NEBRASKA PUBLIC POWER DIS	2	4,845.27	N		
01-00680	NE DEPT. OF AERONAUTICS	1	543.33	N		
01-00701	OLSSON ASSOCIATES	3	32,971.06	N		
01-00710	OVERLAND SAND & GRAVEL	4	2,630.70	N		
01-00750	PIEPERS INC	1	223.06	N		
01-00780	PRESTO X COMPANY	3	209.97	N		
01-00800	BURST, LLC	36	1,554.46	N		
01-00840	16TH STREET CARWASH	1	20.00	N		
01-00960	GRAINGER	1	86.06	N		
01-01090	BAKER & TAYLOR, INC	5	2,490.42	N		
01-01280	PLATTE VALLEY COMMUNICATI	1	855.00	N		
01-01290	GRAND CENTRAL FOODS, INC.	5	346.29	N		
01-01310	PIEPER PLBG/WELLD RILLING	1	71.71	N		
01-01330	JLC, INCORPORATED	4	1,488.47	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		
01-0145	ANTHONY BESTWICK	1	45.34	N		
01-01460	PERENNIAL POWER	1	11,228.44	N		
01-01470	SERVI-TECH LABORATORIES	3	294.00	N		
01-01490	NE DEPT OF REVENUE	2	9,315.78	N		
01-01510	HACH CO.	1	601.15	N		
01-01640	INTERNAL REVENUE SERVICE	4	54,321.99	N		
01-01650	UNION BANK	7	34,776.31	N		
01-01670	FRATERNAL ORDER OF POLICE	2	960.00	N		
01-01690	UNITED FUND	2	40.00	N		
01-01750	NEBRASKA PUBLIC HEALTH EN	1	151.00	N		
01-01841	CORNERSTONE BANKTRUST	5	336,177.50	N		
01-02010	YORK EQUIPMENT, INC.	2	903.58	N		
01-02040	YORK NEWS-TIMES	1	396.99	N		
01-02060	NE DEPT OF ENVIRONMENT &	3	935,485.41	N		
01-02170	MIDWEST TURF & IRRIGATION	1	78.10	N		
01-02230	MCCORMICK HEATING & AC	3	506.58	N		
01-02250	MILLER SEED & SUPPLY CO	6	2,221.75	N		
01-02530	PEPSI COLA OF LINCOLN/ TO	5	4,745.85	N		
01-02590	ADOPT A PET	1	3,333.34	N		
01-02650	O'REILLY AUTO PARTS	5	229.60	N		
01-02680	SCHEMMER ASSOCIATES	3	158,120.08	N		
01-02710	YORK COUNTY AGING SERVICE	1	7,698.00	N		
01-02730	SCHOOL DISTRICT OF YORK	2	6,279.00	N		
01-03240	YORK COUNTY DEVELOPMENT C	1	8,583.34	N		
01-03260	HOMETOWN LEASING	3	247.07	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-03590	PENNER'S TIRE & AUTO	7	1,418.20	N			
01-03790	NSI SOLUTIONS, INC.	1	631.00	N			
01-03930	YORK CHAMBER OF COMMERCE	1	2,500.00	N			
01-04420	SOUTHEAST NE DEV DIST	2	22,042.46	N			
01-04450	ENVIRONMENTAL ANALYSIS	1	1,188.11	N			
01-05130	JCI INDUSTRIES, INC	1	555.53	N			
01-05310	SAPP BROTHERS PETROLEUM,	2	2,770.15	N			
01-05400	YORK BOOT N REPAIR INC	1	75.00	N			
01-05600	YORK GENERAL HOSPITAL	1	325.00	N			
01-05800	NATIONAL LEAGUE OF CITIES	1	1,276.00	N			
01-05870	WEX BANK	2	20,500.83	N			
01-06410	CASH-WA DISTRIBUTING	4	3,874.17	N			
01-06970	SCOTT A. NISSEN DBA NISSE	2	447.50	N			
01-08400	CREDIT MANAGEMENT SERVICE	1	270.08	N			
01-09090	WINDSTREAM	1	45.01	N			
01-09110	HY-TEC AUTO SERVICE	2	1,145.74	N			
01-1	MISCELLANEOUS VENDOR	8	310.00	N			
01-10600	PARPART CORPORATION	1	9,870.00	N			
01-10840	TOTAL ADMINISTRATIVE SERV	3	4,427.50	N			
01-11010	VERIZON	1	1,150.72	N			
01-11160	ADAM BATTERTON	1	20.00	Y			
01-11780	OVERHEAD DOOR CO OF LINCO	1	736.00	N			
01-13050	LAWSON PRODUCTS	1	114.96	N			
01-13140	NEBRASKA EQUIPMENT INC	1	1,508.41	N			
01-14410	LINCOLN WINWATERWORKS	6	33,010.65	N			
01-14820	CHRIS MULINIX	1	50.00	Y			
01-14850	CHEREE FOLTS	2	113.57	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-14880	ALFRED BENESCH & CO	2	7,251.50	N		
01-15560	TRUCK CENTER	3	11,283.66	N		
01-15670	HOA SOLUTIONS INC	1	1,919.30	N		
01-15900	ARAMARK UNIFORM SERVICE	1	168.11	N		
01-15930	STERICYCLE INC	1	640.86	N		
01-15980	HDR ENGINEERING INC	2	8,442.62	N		
01-16010	CHEMSEARCH	1	262.45	N		
01-16050	DAWSON ELECTRIC INC	1	1,392.90	N		
01-16900	AQUA-CHEM INC	6	7,245.32	N		
01-16930	BRUCE WAGNER	1	110.00	Y		
01-17390	BENJAMIN J QUICK	2	240.00	Y		
01-17610	TROY A HOFFMAN	1	478.45	N		
01-17810	DEBORA ROBERTSON	2	142.04	N		
01-17960	WILLIAM LEE LUNDY	1	90.00	Y		
01-18350	METERING & TECHNOLOGY SOL	1	1,141.35	N		
01-18410	REGIONAL CARE INC	2	73,389.28	N		
01-19590	COLONIAL LIFE	4	770.30	N		
01-19600	AMERITAS	3	1,256.90	N		
01-19940	OVERDRIVE INC	1	1,087.93	N		
01-20850	DEARBORN LIFE INSURANCE C	1	1,838.17	N		
01-21320	CULLIGAN	1	15.00	N		
01-22050	HEAVY METAL SUPPLY CO	5	99.63	N		
01-22100	SLACK AUTO SUPPLY LLC	1	138.46	N		
01-22220	GRAHAM TIRE	1	139.00	N		
01-22660	SPECTRUM ENTERPRISE	1	1,065.64	N		
01-23070	AMERICAN RED CROSS	2	1,592.00	N		
01-23420	SIMONSEN CONSTRUCTION INC	1	2,100.00	N		

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-23440	SAFELITE AUTOGLASS	1	754.96	N			
01-23820	MACQUEEN EMERGENCY GROUP	2	6,914.79	N			
01-24000	SANDRY FIRE SUPPLY LLC	1	4,778.17	N			
01-24120	FIRESPRING	1	160.00	N			
01-25080	DEARBORN NATIONAL-VOLFIR	1	174.80	N			
01-25650	CARDMEMBER SERVICE	1	5,304.03	N			
01-25730	MUNSTER TINT & VINYL LLC	3	1,127.50	N			
01-26010	SOARIN GROUP	2	1,434.00	N			
01-26150	VVS INC - CANTEEN	1	1,483.68	N			
01-26770	MATT GEORGES	1	650.00	Y			
01-27210	MIDWEST AUTO PARTS INC.	37	2,361.39	N			
01-27300	DAVIS EQUIPMENTCORPORATI	2	585.13	N			
01-27340	APEX ELECTRIC	1	11,126.54	N			
01-27470	ROWE LAWN SERVICE	1	1,200.00	N			
01-27480	BRIAN ROWE	1	980.00	Y			
01-27500	NEBRASKA GENERATORSERVIC	1	631.75	N			
01-27570	LINCOLN CREEK ELECTRIC, L	2	2,119.66	N			
01-27730	BENJAMIN FRANCISCO	1	70.00	Y			
01-27780	ROBERT A AILOR	1	765.00	Y			
01-27930	KLEIN'S BLUE RIVER POWER	1	16.10	N			
01-28220	CENTRAL STATES TELECOM IN	1	50.00	N			
01-28230	STANDARD INS CO	1	4,161.94	N			
01-28260	ROBERT D ROBINSON	1	14,000.00	Y			
01-28540	AMAZON BUSINESS	10	464.16	N			
01-28570	ERIC ECKERT	1	300.00	N			
01-28730	PRIMARY PHARMACEUTICALS	1	792.57	N			
01-28740	AARON EDARD ALVAREZ	1	40.00	Y			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-28750	ERIC DAVIS	1	10.00	Y			
01-29140	CIVIC PLUS	1	6,283.00	N			
01-29270	ALLO	1	1,742.80	N			
01-29290	JEFF BROWN	1	395.87	N			
01-29330	COLONIAL RESEARCH	2	828.06	N			
01-29610	BENEFIT PLANSADMINISTRAT	1	800.00	N			
01-29980	BOMGAARS	1	1,769.23	N			
01-30150	CARRIE REMMERS	2	130.00	N			
01-30160	MCLEAN BEEF INC	3	974.37	N			
01-30950	ERIK W PETERSON	1	10.00	Y			
01-31030	NANCY DAVIDSON	1	50.00	Y			
01-31040	JUSTIN DAVIS	1	50.00	Y			
01-31130	DINGES PARTNERS GROUP LLC	2	257.36	N			
01-31140	THE CAR CLINIC LLC	1	265.00	Y			
01-31150	GRANTSKI ENTERPRISES INC	1	650.00	N			
01-31340	NE STATE PATROL	1	612.00	N			
01-31470	BRANDEN MCINTOSH	1	10.00	Y			
01-31490	VESTIS	4	743.91	N			
01-31510	HD SUPPLY	2	696.53	N			
01-31530	UPRISE GYMNASTICS LLC	1	114.87	N			
01-31540	KOHEN DYE	2	40.00	Y			
01-31550	WILLIAM SWETT	3	90.00	Y			
01-31570	JENNA FUEHRER	1	50.00	N			
01-31580	FRONTLINE PUBLIC SAFETY S	1	6,000.00	Y			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L 1099 ACCT NO#	G/L NAME	G/L AMOUNT

***	REPORT TOTALS	***	423	2,002,971.92		
	Payroll 05/20		194,406.00			
	Payroll 06/06		219,455.71			
	Total		2,416,833.63			

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	: 5/17/2024 THRU 6/06/2024	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

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

078541

Sunset Bowl, Inc.

License # _____ Licensee Name/Non-Profit Organization _____

Event location name: **Sunset Bowl**

Event address/location: **1923 N. Lincoln Ave., York, NE 68467**

Event date(s): **7/5/24**

Event start time(s): **5:30pm**

Event end time(s): **10:30 pm**

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

Outdoor area to be licensed in length & width: **80** X **100** (Must submit a diagram)

Estimated number of attendees: **150**

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: **Jan Hurlbut** Event contact phone number: **(402) 366-3797**

Event contact Email: **sunsetbowl@sunsetbowlyorkne.com**

*Signature Authorized Representative: *Jan Hurlbut*

Local Governing Body completes below:

The local governing body for the City of _____ **OR**
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
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078541

Sunset Bowl, Inc.

License #

Licensee Name/Non-Profit Organization

Event location name: Sunset Bowl

Event address/location: 1923 N. Lincoln Ave., York, NE 68467

Event date(s): 7/12/24

Event start time(s): 5:30pm

Event end time(s): 10:30 pm

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

Outdoor area to be licensed in length & width: 80 X 100 (Must submit a diagram)

Estimated number of attendees: 150

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Jan Hurlbut Event contact phone number: (402) 366-3797

Event contact Email: sunsetbowl@sunsetbowlyorkne.com

*Signature Authorized Representative: Jan Hurlbut

Local Governing Body completes below:

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County of _____ approves the issuance of a Special Designated License as
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Local Governing Body Authorized Signature

Date

SDL – LOCAL RECOMMENDATION

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Sunset Bowl, Inc.

License #

Licensee Name/Non-Profit Organization

Event location name: **Sunset Bowl**

Event address/location: **1923 N. Lincoln Ave., York, NE 68467**

Event date(s): **7/19/24**

Event start time(s): **5:30pm**

Event end time(s): **10:30 pm**

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

Outdoor area to be licensed in length & width: **80** X **100** (Must submit a diagram)

Estimated number of attendees: **150**

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: **Jan Hurlbut** Event contact phone number: **(402) 366-3797**

Event contact Email: **sunsetbowl@sunsetbowlyorkne.com**

*Signature Authorized Representative: *Jan Hurlbut*

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078541

Sunset Bowl, Inc.

License #

Licensee Name/Non-Profit Organization

Event location name: Sunset Bowl

Event address/location: 1923 N. Lincoln Ave., York, NE 68467

Event date(s): 7/26/24

Event start time(s): 5:30pm

Event end time(s): 10:30 pm

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

Outdoor area to be licensed in length & width: 80 X 100 (Must submit a diagram)

Estimated number of attendees: 150

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Jan Hurlbut Event contact phone number: (402) 366-3797

Event contact Email: sunsetbowl@sunsetbowlyorkne.com

*Signature Authorized Representative: Jan Hurlbut

Local Governing Body completes below:

The local governing body for the City of _____ OR
County of _____ approves the issuance of a Special Designated License as
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Local Governing Body Authorized Signature

Date

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078541

Sunset Bowl, Inc.

License #

Licensee Name/Non-Profit Organization

Event location name: Sunset Bowl

Event address/location: 1923 N. Lincoln Ave., York, NE 68467

Event date(s): 6/21/24

Event start time(s): 5:30pm

Event end time(s): 10:30 pm

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

Outdoor area to be licensed in length & width: 80 X 100 (Must submit a diagram)

Estimated number of attendees: 150

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Jan Hurlbut Event contact phone number: (402) 366-3797

Event contact Email: sunsetbowl@sunsetbowlyorkne.com

*Signature Authorized Representative: Jan Hurlbut

Local Governing Body completes below:

The local governing body for the City of _____ OR
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

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078541

Sunset Bowl, Inc.

License #

Licensee Name/Non-Profit Organization

Event location name: Sunset Bowl

Event address/location: 1923 N. Lincoln Ave., York, NE 68467

Event date(s): 6/28/24

Event start time(s): 5:30pm

Event end time(s): 10:30 pm

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

Outdoor area to be licensed in length & width: 80 X 100 (Must submit a diagram)

Estimated number of attendees: 150

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Jan Hurlbut Event contact phone number: (402) 366-3797

Event contact Email: sunsetbowl@sunsetbowlyorkne.com

*Signature Authorized Representative: Jan Hurlbut

Local Governing Body completes below:

The local governing body for the City of _____ OR
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

PIPELINE EASEMENT AGREEMENT

THIS PIPELINE EASEMENT (“Agreement”) is made this ___ day of _____, 20__, from **City of York, Nebraska, a Municipal Corporation**, whose mailing address is PO Box 276 York, Nebraska 68467 (“Grantor” whether one or more), to **Trailblazer CO2 Pipeline, LLC, a Delaware limited liability company**, whose mailing address is 370 Van Gordon Street, Lakewood, Colorado 80228 (“Grantee”). The parties agree as follows:

1. Grant. For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells, conveys and warrants unto Grantee, its successors and assigns, a perpetual exclusive easement to survey (including, but not limited to, civil, environmental, geotechnical, and cultural surveys), construct, maintain, clear, inspect, test, upgrade, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, patrol by air or surface, protect, abandon in place or remove (including as provided in Section 6), pipeline, and all related equipment and appurtenances, below and/or above ground, necessary or convenient for the transportation or transmission of carbon dioxide and any associated substances, products, derivatives, combinations, or mixtures thereof, including but not limited to, meters, regulators, valves, launchers/receivers, vent pipes, line markers, taps, rectifiers, alternating current mitigation, cathodic protection equipment, no more than one buried fiber optic communication line for the pipeline, buried electric lines and appurtenances for the pipeline, including fences or enclosures for the aforesaid appurtenances (the pipeline together with such appurtenances are collectively referred to herein as, the “Pipeline” and the foregoing rights and those provided to Grantee hereunder are collectively referred to herein as the “Easement Rights”), in, on, over, under, or through the real property situated in York County, State of Nebraska, being described as follows:

That certain tract of land, being a portion of the Southeast Quarter of Section 9, Township 10 North, Range 2 West of the 6th P.M., York County, Nebraska, as described in that certain Trustee’s Deed dated December 16, 2020, from Juliet Whitcomb, Peter Whitcomb and James W. Hitzeman, Trustees of the Frederick Whitcomb 1995 Trust dated June 23, 1995, to City of York, Nebraska, a Municipal Corporation, recorded in Book 88, Page 476, Official Public Records, York County, Nebraska.

2. Easement Location. The real property subject to the Easement Rights (the "Easement Lands") is comprised of a permanent easement area fifty feet (50') in width (the "Permanent Easement Area") and a temporary easement area of an additional twenty five feet (25') in width together with any additional work space (collectively, the "Temporary Easement Area") as each is more generally described and/or depicted on Exhibit "A" Grantee may record this Pipeline Easement with a civil survey or a sketch as Exhibit "A" more generally depicting the location of the right-of-way and the route of the Pipeline across Grantor's property. If a sketch is utilized, upon or before completion of the construction of the Pipeline, Grantee shall (i) prepare and provide to Grantor a civil survey (the "Civil Survey") depicting the location of the Permanent Easement Area, and (ii) prepare, execute, and record in the real property records a notice that such Civil Survey is substituted for the sketch, with all references herein to the Easement Lands thereafter referring to the Easement Lands as described and depicted in the Civil Survey attached to such notice. Grantee shall furnish Grantor with a copy of the recorded notice.

In the event the Pipeline is constructed and the centerline of such Pipeline, as constructed, is in a different location than contemplated by Exhibit "A" Grantor and Grantee hereby agree that the width and/or location of the Permanent Easement Area as identified on Exhibit "A" will be modified as necessary in Grantee's reasonable discretion to facilitate the width as contemplated herein and the relative location of the Pipeline within the Permanent Easement Area (such as constructed location shall constitute the Permanent Easement Area for purposes of this Agreement). In no event will the Permanent Easement Area be modified more than fifty feet (50') than as shown in the Civil Survey, without Grantor's written consent. In the event of a modified Permanent Easement Area, Grantee may in its discretion, and Grantor hereby authorizes Grantee to, record a Memorandum and Notice of Pipeline Location along with an as-built survey describing and/or depicting such modified Permanent Easement Area and/or the Pipeline.

3. Use. The Grantor reserves the right to cultivate, use and occupy the Easement Lands for any purpose consistent with the rights and privileges herein granted and which, in the judgment of the Grantee, will not interfere with or endanger any of the Pipeline facilities therein or otherwise impair the use by Grantee, its agents and/or contractors of such Pipeline facilities and/or the Easement Lands. Grantor shall not, nor shall it allow others acting by or through Grantor to, excavate or otherwise alter the ground elevation or grade, remove any soil, construct or place any obstructions, buildings, improvements, fences, engineering works, utilities, roads, or structures, impound any water, affect the lateral or subjacent support of the Pipeline, or plant any trees, or shrubs (collectively, the "Prohibited Items") on, through, under, or upon the (i) Easement Lands until termination of the temporary easements and (ii) the Permanent Easement Area thereafter, without the prior written consent of Grantee in each case. If any Prohibited Items are placed upon the Easement Lands without Grantee's prior written consent, Grantee shall have the right, but not the obligation, to (a) enter and remove any such Prohibited Items upon notice to Grantor (such notice being reasonable under the circumstances), at Grantor's cost, or (b) notify and require Grantor, at Grantor's cost, to immediately remove any such Prohibited Items. The Grantee shall have the right of ingress and egress and the right but not the obligation to improve existing or build new access roads over the Easement Lands and the right to install gates in fences and driveway culverts that cross the Permanent Easement Area, all in order that the Grantee may access the Permanent Easement Area and exercise the Easement Rights. Grantor, on behalf of itself and Grantor's affiliates, heirs, and assignees, expressly agrees to the location of the Pipeline and waives current, pending, or future setback requirements (whether in relation to any occupied

structure, property boundary line, or any other structure) or any other current, pending, or future regulations, laws or lands use requirement.

4. Term. Grantee's Easement Rights within the Permanent Easement Area shall be in perpetuity unless the Easement Rights are released by Grantee filing a formal release of the applicable Easement Rights in the county land records. Grantee's Easement Rights within the Temporary Easement Area shall expire upon completion of the pipeline construction and restoration of the Easement Lands, provided, however where the route of the Pipeline to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways, or other areas reasonably requiring extra workspace, Grantee may use such portion of the Grantor's property along and adjacent to the Permanent Easement Area as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Pipeline, in which event Grantee shall pay Grantor for all actual documented damages caused by Grantee's use of said extra workspace.

Except as provided for herein, should Grantee fail to commence construction of the Pipeline on the Easement Lands by the date that is seven (7) years from the date of Grantor's execution of this Agreement (the "Outside Date"), then, at any time prior to the commencement of construction on the Easement Lands, Grantor shall have the right to terminate the Easement Rights, upon Grantor providing Grantee written notice that construction of the Pipeline did not commence on the Easement Lands prior to the Outside Date (the "First Termination Notice"). Notwithstanding the foregoing, Grantee, at any time before ninety (90) business days after Grantee's receipt of the written First Termination Notice, shall have the one-time right, but not the obligation, to extend the Outside Date for an additional five (5) years from the date of the Termination Notice (the "Extended Outside Date") by making an additional payment to Grantor in the amount of fifty percent (50%) of the initial payment paid to Grantor for the Permanent Easement Area (the "Extension Consideration"), in which case this Agreement and the Easement Rights shall continue in full force and effect and shall not terminate. If Grantee pays to Grantor the Extension Consideration and Grantee does not commence construction of the Pipeline prior to the Extended Outside Date, then, at any time prior to the commencement of construction on the Easement Lands, Grantor shall have the right to terminate this Agreement and the Easement Rights, upon Grantor providing Grantee written notice that construction of the Pipeline did not commence on the Easement Lands prior to the Extended Outside Date.

If at any time after Grantee constructs and commences operation of the Pipeline, should Grantee fail to flow product through the Pipeline for a period of sixty (60) consecutive months, the Easement Rights shall terminate and revert to Grantor, Grantor's heirs, legal representatives, and assigns. Upon termination of the Easement Rights pursuant to the paragraph, Grantee shall file in the county land records a release of the Easement Rights and the Easement Rights shall revert to Grantor.

5. Depth of Cover. Grantee agrees that the underground portions of the Pipeline will be constructed with at least forty-eight inches (48") of soil cover. In areas containing rock the minimum cover shall be thirty-six inches (36").

6. Restoration and Compensation. Except as otherwise provided for herein (including, but not limited to, Grantee's restoration obligations), Grantee has compensated Grantor for damages associated with its use of the Easement Lands and initial installation of the Pipeline (and related activities) (the "Initial Damages"). No successor, heir, or assign of Grantor or

purchaser of all or any part of the Easement Lands shall be entitled to additional payment of said Initial Damages compensation already remitted to Grantor. Grantor agrees to accept the aforementioned consideration on behalf of Grantor, Grantor's successors in interest, and any current or future tenant ("Tenant") of Grantor, and to take full responsibility for compensating Grantor's Tenant for any damage or loss that is owed to the Tenant as a result of this conveyance and the Grantee's exercise of the Easement Rights. By agreeing to accept Grantee's consideration, Grantor agrees to indemnify and hold harmless the Grantee, its parent companies, affiliates and subsidiaries, and their officers, agents, and employees, from any claim asserted by the Grantor's Tenant, Tenant's successor in interest, or Tenant's heirs, for compensation, restitution, crop loss, consideration, or damage of any kind that the Tenant, if any, may be lawfully entitled to as a result of this conveyance and Grantee's use of the Easement Rights.

Grantee agrees to pay Grantor for any and all additional actual physical damages which were not already paid to Grantor, including but not limited to those to: (i) fences, (ii) growing crops and timber which arise from the Grantee's use of the Easement Lands in connection with any such installation, and (iii) occasioned by any construction and future reconstruction, maintenance, operation, alteration, protection, inspection, moving, replacement, testing, repair, change in size, upgrade or removal of the Pipeline in the Permanent Easement Area. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to make any payment related to the removal of any Prohibited Items or payment for any damages caused by the negligence, recklessness, or willful misconduct of third parties or the Grantor or anyone acting on the Grantor's behalf. The term "timber" is defined as trees or wood grown for commercial sale. Grantee shall have the right, without liability for damages, from time to time after the initial construction of the Pipeline, to re-clear the Permanent Easement Area by removing Prohibited Items and any other obstructions that may endanger or interfere in any manner with Grantee's use of the Permanent Easement Area or the Pipeline.

Grantee shall restore the surface of the Easement Lands, as nearly as reasonably practicable and permissible, to its prior condition following any disturbance occasioned by construction or use of the Easement Lands by the Grantee, its contractors, or agents.

[Grantee shall have the right to abandon and terminate all or any part of the Easement Rights granted herein by filing a release of same in the county records in favor of Grantor. In the event Grantee files a release of the Easement Rights, after the Pipeline is emptied, disconnected from other pipelines, and sealed, consistent with the requirements of 49 CFR § 195.402(c)(10), and is no longer intended to be used by Grantee to transport carbon dioxide or any other substance, Grantee, shall then at the option of Grantor, either: (i) remove the Pipeline from the Easement Lands and reclaim and restore the affected Easement Lands; or (ii) abandon the buried portion of the Pipeline in place in accordance with all applicable regulations and laws. In the event that Grantee abandons all or part of the Easement Rights as provided for above, Grantee shall notify Grantor of such abandonment and Grantor shall have thirty (30) days following said written notice, to elect in writing whether to have the Pipeline removed as described in (i) above, and if no timely election is made then Grantee shall have the right to abandon the Pipeline in place as described in (ii) above. If Grantor elects option (i) above, removal of the Pipeline shall be completed within two years following termination of the Easement Rights. For the avoidance of doubt, in the event Grantee elects to terminate the Easement Rights, Grantee shall have the right to use the Easement Lands to the extent and as may be required to remove the Pipeline.]

[Grantee shall have the right to abandon and terminate all or any part of the Easement Rights granted herein by filing a release of same in the county records in favor of Grantor. In the event Grantee files a release of the Easement Rights, after the Pipeline is emptied, disconnected from other pipelines, and sealed, consistent with the requirements of 49 CFR § 195.402(c)(10), and is no longer intended to be used by Grantee to transport carbon dioxide or any other substance, Grantee shall abandon the buried portion of the Pipeline in place in accordance with all applicable regulations and laws. Grantor or Grantor's successor as the case may be, shall receive a one-time payment of \$15,000 from Grantee following such abandonment in place.]

7. Title. By entering into this Agreement, Grantor warrants that Grantor is the sole fee owner of the Easement Lands herein described and that Grantor has the authority to convey the Easement Rights in the Easement Lands to the Grantee, the Easement Lands are free from any unrecorded liens and encumbrances that are senior to this Agreement that will affect Grantee's rights hereunder (except as otherwise disclosed by Grantor in writing to Grantee), and Grantor will warrant and defend title thereto against the lawful claims of all persons whomsoever.

8. Covenants Running with the Land; Assignment. This Agreement (as well as any Memorandum and Notice of Pipeline Location pursuant to Section 2) shall be recorded in the real property records where the Easement Lands are located, and the terms of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, personal representatives, and heirs. This Agreement and the Easement Rights may be freely assigned in whole or in part by either party, provided that any assignment by Grantor shall be made only to a subsequent owner of the fee interest in the lands subject to the Easement Rights granted herein.

9. Indemnification. Grantee hereby agrees to indemnify and hold Grantor harmless from and against third party loss for damage to persons or damages to property, to the extent said third party loss is caused by Grantee's use of the Easement Lands, excepting, however, any such loss arising in whole or in part due to the negligence or wrongful acts of Grantor, or its servants, agents, or invitees.

10. Notices. All notices required or permitted under this Agreement shall be given by overnight courier service, by registered or certified mail, postage prepaid, or by hand delivery, directed to the addresses at the beginning of this Agreement or at other address provided by such party.

11. Document Execution and Interpretation. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals. This Agreement shall be interpreted and enforced under the laws of the state where the Easement Lands are located. If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the Easement Lands, held to be illegal, void, or unenforceable, or to be in conflict with the law of that jurisdiction, the validity of the remaining provisions, or portion hereof, shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision to be held invalid. This Agreement together with exhibits incorporated herein by reference, if any, embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. Whenever the context of this Agreement requires, words used in the singular shall be construed to include the plural and

vice versa and pronouns designating a particular gender shall be deemed to include and designate the masculine, feminine and neuter gender. This Agreement shall not be construed against either party in the event of an ambiguity or other dispute as to its interpretation. Grantor and Grantee represent to one another that each has the power and authority to execute and deliver this Agreement and to perform its respective obligations under this Agreement and the person or persons signing for each party has been duly authorized by such party to do so. Should Grantor consist of more than one person or entity, they shall be jointly and severally liable under this Agreement. The paragraph headings that appear in this Agreement are for purposes of convenience of reference only and are not in any sense to be construed as modifying the substance of the paragraphs in which they appear.

12. Miscellaneous. In the event of any litigation, controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, or the breach hereof, or the interpretation hereof, the substantially prevailing party, whether by judgment or out-of-court settlement, shall recover from the other party, reasonable expenses, attorneys' fees and costs incurred in connection therewith, or in the enforcement or collection of any judgment or award rendered therein. Time is of the essence herein. Grantor hereby agrees to execute and deliver all documents and take or forbear from all actions as may be reasonably necessary or appropriate to achieve the purpose of and to give full effect to this Agreement. Failure of any party hereto to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver for the future of any such provision. No breach of this Agreement shall entitle either party to cancel, rescind or otherwise terminate this Agreement or the Easement Rights, but such limitation shall not affect in any manner any other rights or remedies which such party may have hereunder or pursuant to applicable law. Grantor shall not disclose to any other person or entity the amount of payments made or to be made by Grantee for this Agreement without Grantee's prior consent.

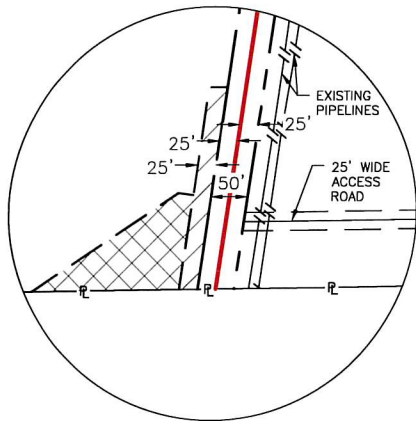
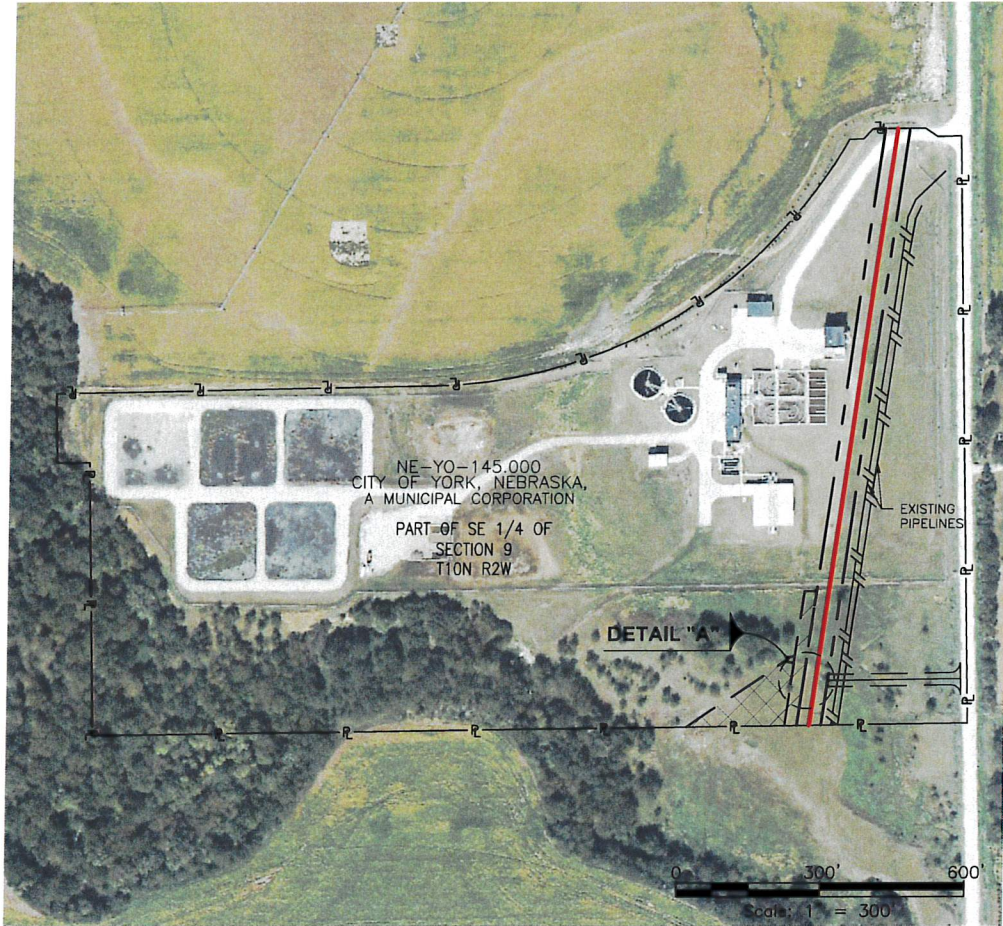
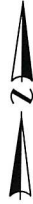
TO HAVE AND TO HOLD the Easement Rights unto the Grantee, Grantee's successors, assigns, personal representatives, and heirs forever.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT "A"
SEE ATTACHED

EXHIBIT A

PART OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 10 NORTH, RANGE 2 WEST OF THE 6TH PRINCIPAL MERIDIAN, YORK COUNTY STATE OF NEBRASKA



DETAIL "A"
1" = 200'

THE TOTAL LENGTH OF THE PROPOSED EASEMENT CENTERLINE SHOWN HEREON IS 1,235.20 FEET (74.86 RODS).
 THE TOTAL AREA OF THE 50-FOOT PERMANENT EASEMENT SHOWN HEREON IS 61,760 SQUARE FEET (1.42 ACRES).
 THE TOTAL AREA OF THE 25-FOOT TEMPORARY WORKSPACE SHOWN HEREON IS 6,957 SQUARE FEET (0.16 ACRES).
 THE TOTAL AREA OF THE VARIABLE WIDTH ADDITIONAL TEMPORARY WORKSPACE SHOWN HEREON IS 14,794 SQUARE FEET (0.34 ACRES).
 THE TOTAL LENGTH OF THE 25-FOOT WIDE ACCESS ROAD SHOWN HEREON IS 275.80 FEET (16.71 RODS).

- THIS SYMBOL DOES NOT REPRESENT A MONUMENTED LINE. THIS SYMBOL ONLY DEPICTS A CHANGE IN DIRECTION.
- EXISTING PIPELINE
- PROPOSED CENTERLINE
- PERMANENT EASEMENT
- ▨ TEMPORARY WORKSPACE
- ▩ ADDITIONAL TEMPORARY WORKSPACE

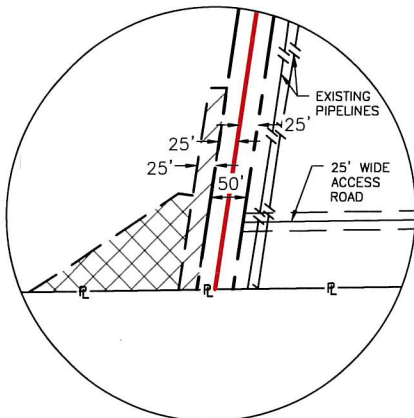
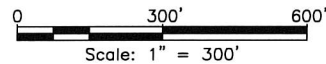
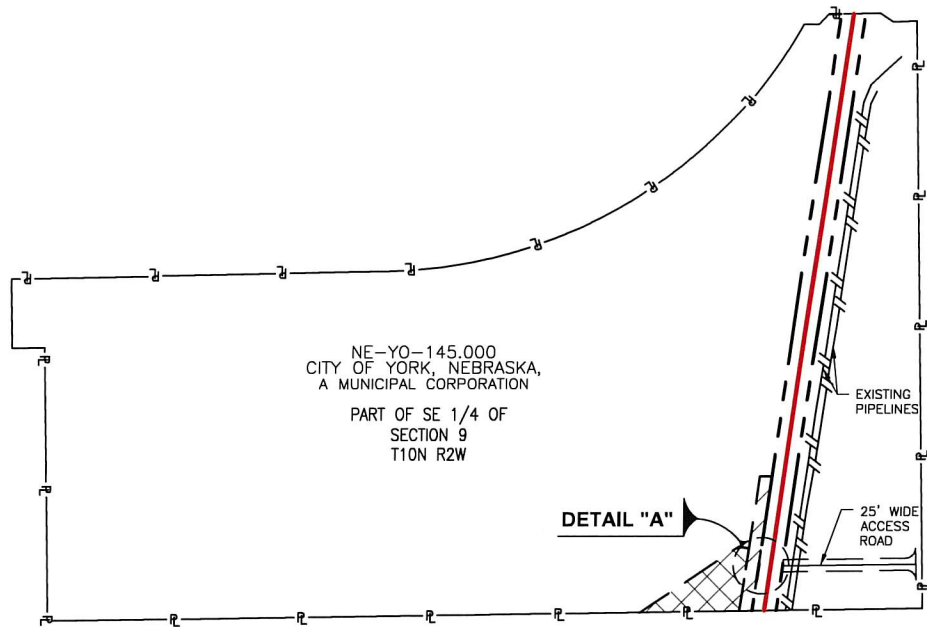
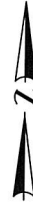
NOTES:

1. AUDUBON HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
2. THE LOCATION OF THE EASEMENT SHOWN HEREON IS BASED ON THE PROPOSED LOCATION OF THE PIPELINE.
3. THIS EXHIBIT IS NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.

TRAILBLAZER PIPELINE CO.,LLC			
TRACT NE-YO-145.000			
CITY OF YORK, NEBRASKA, A MUNICIPAL CORP.			
PART OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 10 NORTH, RANGE 2 WEST, 6TH P.M., YORK COUNTY, NEBRASKA			
SCALE 1"=300'	DRAWN BY JG 02/15/2024	REVISION 2	SHEET
		YORK COUNTY, NEBRASKA ADM PIPELINE	1 OF 1

EXHIBIT A

PART OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 10 NORTH, RANGE 2 WEST OF THE 6TH PRINCIPAL MERIDIAN, YORK COUNTY STATE OF NEBRASKA



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○ THIS SYMBOL DOES NOT REPRESENT A MONUMENTED LINE. THIS SYMBOL ONLY DEPICTS A CHANGE IN DIRECTION.

--- EXISTING PIPELINE

— PROPOSED CENTERLINE

□ PERMANENT EASEMENT

▨ TEMPORARY WORKSPACE

▩ ADDITIONAL TEMPORARY WORKSPACE

NOTES:

1. AUDUBON HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
2. THE LOCATION OF THE EASEMENT SHOWN HEREON IS BASED ON THE PROPOSED LOCATION OF THE PIPELINE.
3. THIS EXHIBIT IS NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.

TRAILBLAZER CO2 PIPELINE, LLC

TRACT NE-YO-145.000
CITY OF YORK, NEBRASKA, A MUNICIPAL CORP.

PART OF SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 10 NORTH, RANGE 2 WEST, 6TH P.M., YORK COUNTY, NEBRASKA

SCALE 1"=300'

DRAWN BY JG 02/15/2024

REVISION 2

audubon
12205 Westheimer Road Houston, TX 77042 281.669.0592

TALLGRASS
Leading Energy Solutions

YORK COUNTY, NEBRASKA
ADM PIPELINE

SHEET
1 OF 1

EASEMENT CALCULATION SHEET (LUMP SUM)

Tract Number: NE-YO-145.000 Date 4/18/2024
Landowner Name: City of York, Nebraska, a Municipal Corporation

Permanent Easement Acreage 1.42 Acres
*Temporary Easement Acreage 0.16 Acres
Additional Temporary Work Space 0.34 Acres
Permanent ROW Width 50
Total Acres of Impact 1.92 Acres

Signing Bonus honored only if agreement reached within 30 days

PERMANENT EASEMENT & TEMPORARY CONSTRUCTION EASEMENT COMPENSATION

Table with 5 columns: Description, Acres, Number (if applicable), Price Per Acre, Total Permanent Easement Compensation. Rows include Permanent Easement, Temporary Easement, Additional Temporary Work Space, Temporary Access Road, and TOTAL EASEMENT COMPENSATION.

DAMAGE CALCULATION SHEET

Table with 6 columns: Year - % of Loss and Crop, Price Bushel, Yield Per Acre, Price Per Acre, Acres, Advance Payment of Damages. Rows include 1-100% Corn, 2-50% Corn, 3-25% Soybean, 4-25% Corn, and TOTAL CROP DAMAGES.

TOTAL COMPENSATION

Summary table with 2 columns: Description, Amount. Rows: TOTAL EASEMENT AND CROP DAMAGE COMPENSATION (\$33,206.24), SIGNING BONUS (permanent easement acres x 2,000)* (\$2,840.00), TOTAL COMPENSATION TO BE PAID TO LANDOWNERS (\$36,046.24).

*Signing Bonus honored only if agreement reached within 30 days.

Exp. Date: _____

Acceptance

Landowner Signature

Date

Landowner Signature

Date

(Nebraska):

York County

Tract Number: NE-YO-145.000
Landowner Name: City of York, Nebraska, a Municipal Corporation

Date 4/18/2024

Annual Payment	
Start Date	Date of Execution
Permanent Acres	1.42
\$/Permanent Acre	\$16,312.00
Fixed Payment*	\$ 927
Fixed payment % of Upfront	4%
Yearly Inflation Rate	2.5%

*A 2.5% yearly inflation rate will be applied to the previous years annual payment

ANNUAL PAYMENT IS ONLY CALCULATED OFF OF THE PERMANENT EASEMENT ACERAGE

PERMANENT EASEMENT & TEMPORARY CONSTRUCTION EASEMENT COMPENSATION

Description	Acres	Number (if applicable)	Price Per Acre	Total Permanent Easement
Permanet Easement Valuation	1.42		\$16,312.00	\$23,163.04
Temporary Easement	0.16		\$3,000	\$480.00
Additional Temporary Work Space	0.34		\$3,000	\$1,020.00
Temporary Access Road		1.00	\$2,500	\$2,500.00
				\$0.00
				\$0.00
TOTAL EASEMENT COMPENSATION				\$27,163.04

DAMAGE CALCULATION SHEET

Year - % of Loss and Crop	Price Bushel	Yield Per Acre	Price Per Acre	Acres	Advance Payment of Damages
1 - 100% - Corn	\$7.00	230.00	\$1,610.00	1.920	\$3,091.20
2 - 50% - Corn	\$7.00	230.00	\$1,610.00	1.920	\$1,545.60
3 - 25% - Soybean	\$16.50	80.00	\$1,320.00	1.920	\$633.60
4 - 25% - Corn	\$7.00	230.00	\$1,610.00	1.920	\$772.80
TOTAL CROP DAMAGES					\$6,043.20

TOTAL COMPENSATION

SIGNING BONUS (permanent easement acres x 2,000)*	\$2,840.00
Easement Payment Upon Signing (Year 1, Temp Wks, Damages, etc.)	\$8,469.72
TOTAL COMPENSATION TO BE PAID TO LANDOWNERS AT SIGNING	\$11,309.72

Exp. Date: _____

Acceptance

Landowner Signature _____
Landowner Signature _____

Date _____
Date _____

DOWNTOWN REVITALIZATION FAÇADE IMPROVEMENT/COMMERCIAL REHABILITATION PROGRAM

I. Program Overview

Statement of Purpose:

To improve downtown buildings by restoring, renovating, replacing, or reconstructing facades, structural repairs, exterior building repairs, and internal code compliance. These improvements will be in accordance with historic preservation to achieve five (5) significant goals and are part of an overall strategy to attract consumers and new businesses, as well as to support existing businesses. These five (5) goals are:

1. Enhance the environmental and historical quality of the Downtown area
2. Improve the economic potential of individual buildings and the Downtown area
3. Strengthen property values
4. Improve the blighted appearance of buildings
5. Encourage pride in the downtown area

Funding Mechanism:

A DTR façade improvement program administered by the City of York and funded by the Community Development Block Grant Downtown Revitalization funds.

Program Details:

- Available to property owners, business owners, and tenants within the designated DTR Revitalization Area as identified in the 2017 Phase 1 Downtown Revitalization Master Plan.
- Eligible improvements include the rehabilitation of buildings.
- Single family residences shall not be eligible for this program.
- The York City Council shall appoint a Downtown Revitalization Committee (“DTR Committee”).

- Application deadline will be determined by the DTR Committee. If funds are still available after the first application cycle, additional cycles will be determined by the DTR Committee.
- Requires a minimum 25% match.
- Request amounts and design will be reviewed by the DTR Committee.
- The DTR Committee will make project funding recommendations to the York City Council, with the City Council making the awards.
- Work must be completed and invoices submitted before *[90 days prior to the City's contract end date to align with the Department of Economic Development's close out process.]*

II. Program Guidelines

The purpose of this program is to assist in the creation of a cohesive, cost-effective, and vibrant downtown district and if applicable to restore, improve, or create historic architectural features to facades of buildings anywhere within Downtown York as identified within the 2017 Downtown Revitalization Plan.

1. Eligible improvements include the rehabilitation of sidewalk, building facades, and building structural components. Eligible improvements include but are not limited to:
 - Brick/masonry repair or restoration
 - New or replacement of awnings and signs
 - Exterior wall repairs, including the repair, restorative installation of decorative details and other design features
 - Building mounted façade lighting
 - Entries, door and window repairs and replacements
 - Miscellaneous façade improvements
 - Façade code violation eradication
 - Interior code compliance that is critical to the project – but keeps the priority focus on exterior projects. Any code compliance issues must be identified in an inspection conducted by a certified engineer
 - Painting is eligible for exterior façade improvements in combination with above activities or permanent signage for restoration and historic preservation that are fixed to structure
2. Requires a minimum 25% match by the applicant. Matching funds by the applicant may not be from the City of York CDBG Reuse Loan Funds (RLF).
3. Projects shall be located in the designated downtown revitalization area as stated in the City of York 2017 Downtown Revitalization Plan. Copy of the designated map is attached hereto as Exhibit "A".

4. Request amounts and design will be reviewed by the DTR Committee. The DTR Committee will make project funding recommendations for approval by the York City Council. The DTR Committee shall prioritize qualifying project applications based upon the historic restoration impact followed by the percentage of matching funds contributed by the applicant. Qualifying applicants which contribute above the 25% match minimum will be given first priority and shall be ranked on such basis. (Ex: Façade project for \$50,000, applicant to cover \$30,000 (60%) will be given priority over masonry project for \$50,000 with applicant to cover \$27,500 (55%). The purpose in such ranking is to leverage the most funds into qualifying downtown projects.
5. Each application will be considered solely on its merits, without regard to age (provided the applicant is of age as prescribed by law), color, creed, marital status, national origin, political party affiliation, race or gender of the applicant(s).
6. Applicants will be notified of the recommendation of the DTR Committee and the final approval/non-approval by the City Council in an authorizing document signed and dated by the Mayor.
7. \$25,000 shall be set aside for administrative costs, and \$10,000 for construction management.
8. \$400,000 shall be set aside for forgivable loans in amount greater than \$1,000 but no greater than \$100,000, for eligible applicants and eligible improvements.
9. The DTR project funds will be reimbursed to the applicant for eligible project costs and will become a five (5) year forgivable loan. The loan will be prorated at 20% forgiven each year. This is done to ensure that the improvements will remain in place.
10. The five (5) year forgivable loan may be transferred by the property owner at the time of a sale to the purchaser if approved by the York City Council.
11. For each forgivable loan, the applicant will be required to sign a Promissory Note and the property owner will be required to sign a Deed of Trust.

12. Improvements must remain intact for a minimum period of five (5) years from the date of completion. Changes to funded improvements prior to five (5) years may trigger repayment.
13. If a building does not have a historic significant architectural design or feature, another proposed design may be submitted to qualify for the program.
14. No work for which funding is sought shall begin until authorized by the CDBG Grant Administrator.
15. To qualify for funds, an application with appropriate conceptual plans and other documents must be submitted to the DTR Committee, 603 N Lincoln Ave, York, NE 68467. Applications can be requested by emailing madonnam@yorkchamber.org.
16. The work proposed by the applicant requires at least two (2) bids from outside sources to verify that costs are within reasonable parameters. The DTR Committee may waive this requirement in special circumstances. In the instance of second bids are not able to be acquired, a due diligence worksheet is to be completed and submitted.
17. All projects must comply with City of York Building Codes as currently adopted by the City as well as all relevant Nebraska Statutes, Rules and Regulations.
18. Contractors are required to comply with Davis-Bacon Wage Determinations, System for Award Management (SAM) registration, and E-Verify requirements.
19. Applicants are responsible for any architectural fees, preparing design specifications, any engineering, title insurance fees, and any other costs.
20. Attestation of U.S. Citizenship form will be required if applicant is an individual or a sole proprietor.
21. Projects are subject to a Tier II environmental review and approval from the State Historical Preservation Office (SHPO).
22. All amendments to the program guidelines shall be approved by the York City Council with prior approval or recommendation of the Nebraska Department of Economic Development.

III. Implementation Guidelines

For the benefit of the entire City of York, this Program encourages the improvement of facades and buildings in the downtown district, so as to accentuate the historic elements of the district through the restoration, renovation, replacement, or reconstruction of facades and buildings, as defined:

Façade shall mean the exterior wall of a building exposed to public view from the building's exterior. This will typically include a visual impact with items such as awnings, windows, and signage.

Restoration is the preferred treatment for building facades and improvements. Restoration is most applicable to buildings where there has been very little change to the building over time. This results in the return of the building to its original appearance through the use of authentic materials and the replication of missing or deteriorated components.

Renovation results in improvements which do not attempt to return the building to its original appearance. Improvements made should be sensitive to historic details and materials and should respect whatever original character remains.

Replacement of facades or improvements is appropriate when the majority of the original façade or building is missing or has been significantly altered so as to make restoration or renovation impractical. Designs should select materials, dimensions, and architectural details that are similar or compatible to surrounding buildings such as height, size and spacing, materials, and colors. It should be noted that in some cases the current façade alterations may be considered historic in their own right, even if the current look is not original. Projects that intend to replace any aspects of the façade or structure are encouraged to consult with State Historical Preservation Organization (SHPO) before application to identify potential project challenges.

Reconstruction takes place when the building and its features no longer exist. With reconstruction, designs are created through new construction to replicate, mimic, resemble, or accentuate historic period details. SHPO encourages applicants to contact their office before final project plans are made. Early contact with their office can help identify potential project delays and clarify what may be considered appropriate or inappropriate work for grant projects. SHPO may be reached at [402-471-4787](tel:402-471-4787).

IV. Design and Document Approval Flow Chart

1. Application is filled out and submitted to York Chamber of Commerce, 603 N Lincoln Ave, York, NE 68467, along with sketches and a description of the intended use of the funds, which may be amended.
 - a. Note: Sketches and description of the planned improvements need only be conceptual but must show enough detail so the DTR Committee can make comments and recommendations.
2. The DTR Committee conducts a preliminary review of the applications.
3. Applications receiving preliminary approval by the DTR Committee are forwarded to the CDBG Grant Administrator for a Tier II environmental review.
4. If the applicant wishes to participate in the program, then the applicant arranges for preparation of construction drawings and price quotations and provides a copy for review. If no changes are suggested by the DTR Committee, the applicant completes the application material outlined under "Supporting Data Checklist" and submits two (2) copies to the City of York.
5. The DTR Committee reviews the formal application and makes a recommendation to the City Council.
6. The City Council awards funding.
7. CDBG Administrator meets with the applicant and contractors to review and complete paperwork and legal documents at a preconstruction meeting.
8. After formal approval and completion of all necessary documents the CDBG Administrator issues a Notice to Proceed to the applicant.
9. After receiving the Notice to Proceed the project is started according to approved design. Any changes must be reviewed by the DTR Committee, SHPO, undergo further Tier II environmental review, and be approved by the City Council in an authorizing document signed and dated by the Mayor.
10. The applicant must ensure that the selected contractor is aware of Davis Bacon Wage Requirements prior to final selection of the contractor. SENDD will serve as the Labor Standards Compliance Officer.

11. The Property Owner must be registered on the System for Award Management (SAM) prior to signing of the contract between the applicant and contractor.
12. The Property Owner/Contractor(s) must work with the CDBG Grant Administrator.
13. The applicant must submit invoices and corresponding cancelled checks, and bank statement showing the payment(s) coming out of account to the City.
14. At the project completion, the CDBG Grant Administrator will conduct a final review to ensure that the project has been completed as proposed in an authorizing document signed and dated by the Mayor.
15. The CDBG Grant Administrator prepares the grant drawdown documents.
16. The City of York will distribute grant funds as a forgivable loan to the applicant upon receipt from Nebraska Department of Economic Development.
17. The DTR Committee reviews façade and building improvements annually for a period of five (5) years to ensure that approved designs remain intact.

V. Supporting Data Checklist

The following information shall be submitted with the application.

Façade:

- Provide a drawing of changes
- Submit two (2) detailed written estimates from contractors of your choice
- Submit color photo of existing façade on all exposed sides
- Timeline for the proposed improvements

Paint:

- Provide samples of the colors chosen
- Mark which color will be the body color and which will be accent colors
- Note where each color will be used

- Submit two (2) detailed written estimates from contractors of your choice
- Submit color photo of existing façade on all exposed sides
- Timeline for the proposed improvements.

Windows:

- Provide details on windows being replaced
- Provide details on replacement windows
- Submit two (2) detailed written estimates from contractors of your choice
- Submit color photo of existing façade on all exposed sides
- Timeline for the proposed improvements.

Structural/Building Code Compliance:

- Interior code compliance that is critical to the project – but keeps the priority focus on exterior projects. Any code compliance issues must be identified in an inspection conducted by a certified engineer
- Note where these items are located
- Provide details on the condition of the existing items
- Submit two (2) detailed written estimates from contractors of your choice
- Submit color photos of existing conditions
- Submit a copy of a code inspection conducted by a certified engineer
- Timeline for the proposed improvements.

All:

- Submit signed Hold Harmless Agreement
- If applying as an individual, submit signed Attestation of U.S. Citizenship
- If applying as a business owner or tenant, provide written authorization from the property owner for the improvements
- Submit a copy of City building permit, if applicable.

Marketing of the Program

The City will utilize their Facebook page (3K followers), along with a joint partnership with the York Chamber and York County Development Corporation (YCDC) for program promotion. The York Chamber will share on their Facebook page (3.4K followers), along with their Chamber Chat, an email list of 1,410. YCDC will share on their Facebook page (2.1K followers) and their email list (430). The City, Chamber and YCDC will all keep copies of the application in their offices

available for pick up. In addition, a fillable form will be created and applicants can be directed on-line.

Conflict of Interest

No member of the governing body of the City of York and no other official, employee or agent of those organizations who exercises policy, decision-making functions or responsibilities in connection with the planning and implementation of this program shall:

- be directly or indirectly eligible for this Program;
- accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub agreement;
- obtain a financial interest or benefit from a Program activity;
- have an interest in any contract, subcontract or agreement for themselves or for persons with business or family ties.

However, applications, by aforementioned individuals, may be considered if given prior authorization by the Nebraska Department of Economic Development and will be reviewed on a case-by-case basis. These individuals will be required to acknowledge an obligation to disclose for the public record any personal and/or professional financial interest(s) in the project. Further, they must acknowledge that anyone who makes such a disclosure shall not participate in discussion and review of the application, nor shall this individual vote on any recommendation, nor approve any further negotiations or recommendations regarding the application.

Grievance Procedure

Complaints concerning the Downtown Revitalization Program shall be in writing and addressed to the DTR Committee. A written response will be made within 15 working days. If the project owner is not satisfied, complaints may be filed with the City Council. The City Council shall meet, as soon as practicable, to review all factors in the complaint for a determination and solution.

**Application for Expedited Review
of Community Redevelopment Plan
Tax Increment Financing (TIF) Project**

For Official Use

Date Received 03/11/2024

Date of Review 05/31/2024

Approved Denied

Check #1184 \$50⁰⁰

County Name <u>Yor K</u>	City <u>York</u>
Redeveloper (Owner) <u>EpWORKS LLC</u>	
Redevelopment Project Name <u>Central</u>	
Parcel Number <u>930166558</u>	<u>2119 N. Division Ave</u>
Application Date of the Expedited Redevelopment <u>3/6/2024</u>	

1. What are the existing uses and condition of the property within the redevelopment project area?
Office space / Fair condition

2. What are the proposed uses of the property within the redevelopment project area?
workforce Housing

3a. Has the structure been within the corporate limits of the city for at least sixty years? Yes No

3b. If the project includes the redevelopment of a vacant lot that is within the corporate limits of the city, has that lot been platted for at least sixty years? Yes No

4. What is the current assessed value of the property within the redevelopment project area?
\$ 100,000.00

5. What the increase in the assessed value of the property within the redevelopment project area that is estimated to occur as a result of the redevelopment project?
\$ 350,000.00

6. Will the redevelopment project be financed in whole or in part through the division of taxes as provided in section 18-2147? Yes No

7. What are the agreed-upon costs of the redevelopment project? 271,000 \$ 59,000
~~\$ 295,665.00~~ Tax Increment

[Signature]
Redeveloper's Signature

3/6/2024
Date

OK
Estimate
subject to
assessor
information

Upon completion of this form, the redeveloper must provide the original to the City or Community Redevelopment Authority.

(see form instructions on reverse)