

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, August 15, 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. Call to Order as the Community Development Agency
2. The Open Meetings Act is posted on the East Wall of the Council Chambers
3. Roll Call
4. Review and Discussion of the City of York Redevelopment Plan Amendment for CDA Area #10, Bosselman Redevelopment Project and related Cost Benefit Analysis
5. Consider approval of Resolution 2024-17 - recommending approval of the City of York Redevelopment Plan Amendment for CDA Area #10, Bosselman Redevelopment Project and related Cost Benefit Analysis; and approval of related actions
6. Recess to convene as City Council
7. Call to Order as the City Council
8. The Open Meetings Act is posted on the East Wall of the Council Chambers
9. Notice of this meeting was published in the York News Times on August 8, 2024
10. Pledge of Allegiance
11. Roll Call
12. Minutes of the August 1, 2024 meeting
13. Claims of Elected Officials

- 13.1. Claim for Tony North of North Printing and Office Supply in the amount of \$530.55
14. Claims for the period of August 2 through August 15, 2024
15. Department Activities Reports for the month of July 2024
16. Approve Cash Balances for the month of July 2024
17. City Administrator Report
18. Public hearing on preliminary and final plat:
 - 18.1. Garner 2nd Subdivision, York County, Nebraska
19. Public hearing on special use permit:
 - 19.1. Consider approval of an application for special use permit filed by Hope Gospel Rescue Mission to operate a shelter and mission located on Parcel 930196775, Lot One (1) in Reetz Subdivision, a part of the City of York, York County, Nebraska; 701 S. Lincoln Ave.
20. Consider approval of a quote from Sargent Drilling for the rehabilitation of Potable Water Well 09-2, in the amount of \$84,738.00
21. Consider approval of a bid to Engineer Replacement of 4-inch Potable Water Main with Benesch in the amount of \$66,754.00
22. Consider approval of Resolution 2024-15 - to authorize the Mayor to sign the Municipal Annual Certification of Program Compliance to the Nebraska Board of Public Roads Classifications and Standards
23. Public Hearing for the purpose of considering an application, in the amount of \$435,000, to the Nebraska Department of Economic Development (NDED) for a Community Development Block Grant (CDBG) to aid in the elimination of substandard and blighted conditions within the downtown area identified in the City's 2017 Downtown Revitalization Project
 - 23.1. Consider approval of Resolution 2024-16, executing the application and any other documents necessary for the Nebraska Department of Economic Development Community Development Block Grant (CDBG) for an additional phase of the existing Downtown Revitalization Program within the City
24. Public Hearing on City of York Redevelopment Plan Amendment for CDA Area #10, Bosselman Redevelopment Project

- 24.1. Consider approval of Resolution 2024-18 - approving the City of York Redevelopment Plan Amendment for CDEA Area #10, Bosselman Redevelopment Project
25. Ordinance No. 2370 - To amend Chapter 50; Sections 50-1 and 50-2 of the Municipal Code to amend the franchise fee and the payment due dates for cable television and telephone service providers; to repeal all ordinances in conflict herewith; and to provide for an effective date
 - 25.1. Suspend the rules on Ordinance 2370
 - 25.2. Passage of Ordinance No. 2370
26. First reading:
Ordinance No. 2371 - Prescribing Sewer Rates
27. First Reading:
Ordinance No. 2372 - Prescribing Landfill Rates
28. Hannah Epp to address the Council regarding Project Access York
29. Amy Lehman to address the Council regarding Project Access York
30. Adjourn as City Council
31. Reconvene as Community Development Agency
32. Consider approval of Resolution 2024-19 - authorizing issuance of a Tax Increment Financing Promissory Note; providing for the terms and provisions of said note and authorizing the execution of a Redevelopment Contract with Bosselman Pump and Pantry, Inc.
33. Adjournment

RESOLUTION 2024-17

RESOLUTION RECOMMENDING APPROVAL OF THE CITY OF YORK REDEVELOPMENT PLAN FOR THE FOR THE BOSSELMAN REDEVELOPMENT PROJECT; APPROVAL OF A REDEVELOPMENT PROJECT OF THE CITY OF YORK; ADOPTION OF A COST BENEFIT ANALYSIS; AND APPROVAL OF RELATED ACTIONS

BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA:

Recitals:

a. The Mayor and Council of the City of York, Nebraska (the “**City**”), upon the recommendation of the City Planning Commission (the “**Planning Commission**”), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), has previously declared an area, including an area legally described on the attached Exhibit “A” (the “**Redevelopment Area**”), to be blighted and substandard and in need of redevelopment; and

b. Pursuant to and in furtherance of the Act, the City of York Redevelopment Plan for the Bosselman Redevelopment Project (the “**Redevelopment Plan**”) has been prepared and submitted to the Community Development Agency of York, Nebraska, (the “**Agency**”) by Bosselman Pump & Pantry, Inc., (the “**Redeveloper**”), a copy of which is on file in the office of the York City Clerk, and is incorporated herein by this reference, for the purpose of redeveloping the Redevelopment Project Area; and

c. Pursuant to the Redevelopment Plan, the Agency would agree to incur indebtedness and make a grant for the project specified in the Redevelopment Plan (the “**Project**”), in accordance with and as permitted by the Act; and

d. Pursuant to Section 18-2113 of the Act, the Agency has conducted a cost benefit analysis of the Project (the “**Cost Benefit Analysis**”), which is included as a part of the Redevelopment Plan; and

f. The Agency has received the resolution of the York Planning Commission recommending approval of the Redevelopment Plan, a copy of which is attached hereto as Exhibit “B”; and

g. The Agency has made certain findings and has determined that it is in the best interests of the Agency and the City to approve the Redevelopment Plan, approve the Redevelopment Project, and approve the transactions contemplated by the Redevelopment Plan.

Resolved that:

1. The Agency has considered and hereby determines that the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

2. In accordance with the Act, the Agency has conducted and adopts the Cost Benefit Analysis for the Project, which is incorporated into the Redevelopment Plan, and finds (i) the Redevelopment Plan uses funds authorized in section 18-2147 of the Act, (ii) the redevelopment project in the Redevelopment Plan would not be economically feasible without the use of tax-increment financing, (iii) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (iv) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed and have been found to be in the long-term best interest of the City. The Agency has documented that the Redevelopment Project is not economically feasible without the use of funds authorized in Section 18-2147 of the Act by the receipt of a letter from the Redeveloper demonstrating that the level of investment required for the project is insufficient to make the project financially feasible without tax increment financing.

3. In compliance with Section 18-2114 of the Act, the Agency finds and determines as follows: (i) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Agency; (ii) the estimated cost of preparing the project site as described in the Redevelopment Plan and related costs equal \$474,654; (iii) the method of acquisition of the real estate by the Redeveloper was by private purchase; (iv) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the amount of \$179,000, the proceeds of which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper and its lender; and (v) no families or businesses will be displaced as a result of the project.

4. The Agency recommends approval of the Redevelopment Plan, the Redevelopment Project, and the transactions contemplated in the Redevelopment Plan.

5. All prior resolutions of the Agency in conflict with the terms and provisions of this resolution are repealed to the extent of such conflicts.

6. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED on _____, 2024.

**COMMUNITY DEVELOPMENT
AGENCY OF YORK, NEBRASA**

Chair

ATTEST:

Secretary

EXHIBIT "A"

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

Lot Two Bosselman Subdivision to the City of York, York County, Nebraska.

EXHIBIT “B”

RESOLUTION OF PLANNING COMMISSION
[Attach copy of Resolution]

PLANNING COMMISSION OF
THE CITY OF YORK

RESOLUTION 2024-14

RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT PLAN OF
THE CITY OF YORK, NEBRASKA; AND APPROVAL OF RELATED ACTIONS

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF YORK,
NEBRASKA:

Recitals:

- a. Pursuant to and in furtherance of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”), a Redevelopment Plan Amendment (the “Redevelopment Plan”), has been prepared and submitted to the Planning Commission (the “Commission”) for the purpose of redeveloping the Redevelopment Area legally described in **Exhibit A** and in the form attached hereto as **Exhibit B**; and
- b. The City has previously adopted and has in place a Comprehensive Plan, which includes a general plan for development of the City within the meaning of Section 18-2110 of the Act; and
- c. This Commission has reviewed the Redevelopment Plan as to its conformity with the Comprehensive Plan for the development of the City.
- d. On the date of this resolution, the Commission held a public hearing and received public comment on the Redevelopment Plan. Public notice of the hearing was provided in strict accordance with the provisions of the Act.

Resolved that:

1. The Commission hereby recommends approval of the Redevelopment Plan.
2. All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.
3. This resolution shall be in full force and effect from and after its passage as provided by law.

DATED: August 6, 2024

PLANNING COMMISSION OF THE CITY
OF YORK, NEBRASKA

ATTEST:

By: Amanda King
Recording Secretary



By:

Amberly O Stephens
Chair

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

Lot Two, Bosselman Subdivision to the City of York, York County, Nebraska.

EXHIBIT B

**REDEVELOPMENT PLAN
[Attach Copy]**

**City of York, Nebraska Community Development Agency
Redevelopment Plan Amendment for CDA Area #10
Bosselman Redevelopment Project**

The Community Development Agency (CDA) of York, Nebraska, intends to adopt a Redevelopment Plan Amendment for a CDA Area #10 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing to assist in site rehabilitation of the Bosselman Pump and Pantry Travel Center.

Executive Summary:

Project Description:

THE REDEVELOPMENT CURRENT PUMP AND PANTRY FACILITY REQUIRING SIGNIFICANT DEMOLITION AND SITE PREPARATION AND CONSTRUCTION OF A NEW LARGER RETAIL STORE AND INCREASED NUMBER OF FUEL PUMPS

The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of Lot Two, Bosselman Subdivision to the city of York, York County, Nebraska, will incent significant investment in the Bosselman Pump and Pantry Travel Center near the Interstate 80 interchange. The total project is estimated to cost \$5,465,509. The investment will allow for the demolition of the obsolete structure, canopy and fuel pumps and the construction of a larger retail store and additional fuel pumps. The current building is functionally obsolete. As a retail facility, the owner cannot generate a sufficient return to justify this level of investment. This project would not be feasible without the use of TIF and will not be financed without a grant funded by tax increment financing. The CDA has documentation from the Redeveloper showing that the level of project investment yields a rate of return less than its costs of funds.

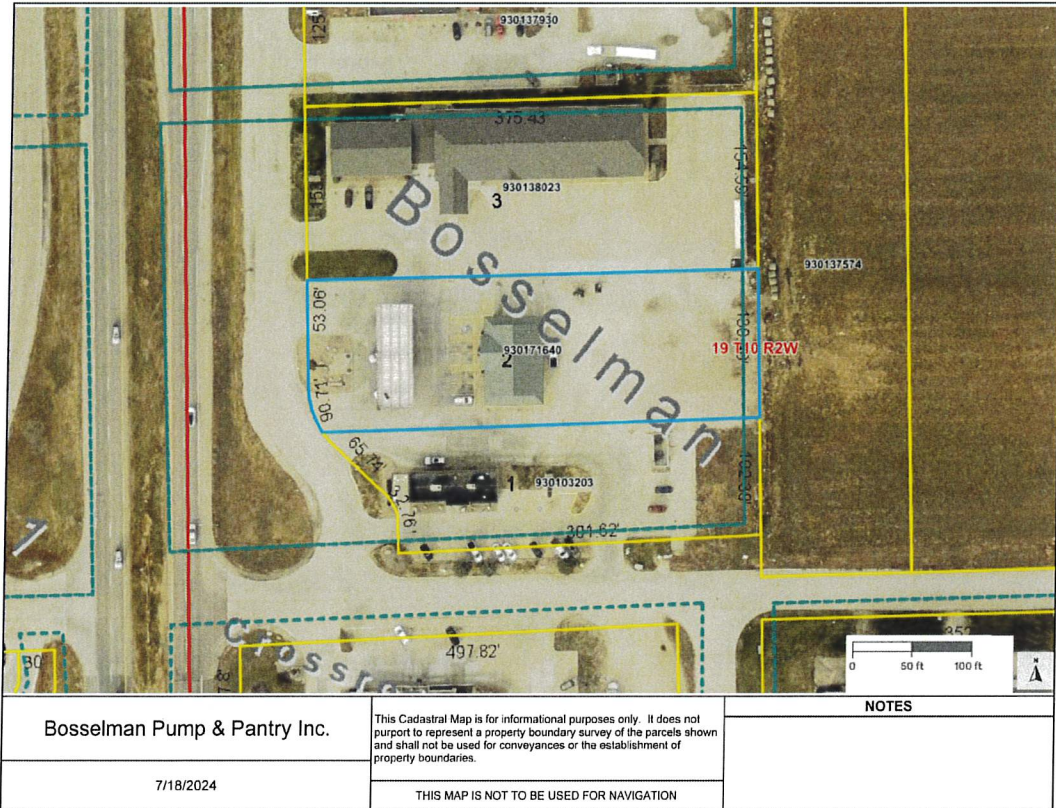
Bosselman Pump and Pantry, Inc., is the owner and redeveloper of the site. The redeveloper is responsible for and has provided evidence that it can secure adequate debt financing to cover the costs associated with the remodeling and rehabilitation of this property, subject to receipt of tax increment financing. The CDA is requested to pledge the ad valorem taxes generated over the 15 year period, beginning with an effective date determined by a redevelopment contract and contract amendment, towards the allowable costs and associated financing for rehabilitation.

TAX INCREMENT FINANCING TO PAY FOR THE REHABILITATION OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:

Property Description (the “Redevelopment Project Area”)

Legal Description: Lot Two Bosselman Subdivision to the City of York, York County, Nebraska.

Existing Land Use is shown below.



The current assessed valuation of the real estate is \$834,314 (“base value”) and is taxed at \$14,173. During the 15-year period of division of taxes for tax increment financing taxes on the base value will continue to be paid to the normal taxing entities. The assessed property valuation above the base value is estimated to be \$1,300,000 as a result of the rehabilitation.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution providing for the issuance of the TIF Note, the CDA hereby provides that any ad valorem tax on the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in the Redevelopment Contract and Redevelopment Contract Amendment, consistent with this Redevelopment Plan. Said taxes shall be divided as follows:

- a. That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds, of each such public body in the same proportion as all other taxes

collected by or for the bodies; and

b. That portion of the ad valorem tax on real property, as provided in the redevelopment contract, bond resolution, or redevelopment plan, as applicable, in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the CDA to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, of the CDA for financing or refinancing, in whole or in part, the redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the CDA shall so notify the county assessor and county treasurer and all ad valorem taxes upon taxable real property in such a redevelopment project shall be paid into the funds of the respective public bodies.

Pursuant to Section 18-2150 of the Act, the ad valorem tax so divided is hereby pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed, or otherwise, by the CDA to finance or refinance, in whole or in part, the redevelopment project, including the payment of the principal of, premium, if any, and interest on such bonds, loans, notes, advances, or indebtedness.

Redevelopment Plan Complies with the Act:

The Community Development Law requires that a Redevelopment Plan and Project consider and comply with a number of requirements. This Plan meets the statutory qualifications as set forth below.

1. The Redevelopment Project Area has been declared blighted and substandard by action of the York City Council.

The York City Council received a substandard and blight analysis for the Redevelopment Project Area and declared it substandard and blighted and in need of redevelopment after compliance with the requirements of the Act.

2. Conformation to the General Plan for the Municipality as a whole. [§18-2103 (13) (a) and §18-2110]

York adopted a Comprehensive Plan in 2019. This redevelopment plan and project are consistent with the Comprehensive Plan, in that the proposed project is maintain a consistent use as designated in the Comprehensive. This plan merely provides funding for the redeveloper to rehabilitate the Redevelopment Project Area for permitted uses on this property as defined by the current and effective zoning regulations.

3. The Redevelopment Plan must be sufficiently complete to address the following items: [§18-2103(13) (b)]

a. Land Acquisition:

The Redevelopment Plan does not require site acquisition There is no proposed

acquisition by the CDA.

b. Demolition and Removal of Structures:

The project to be implemented with this plan provides for the demolition of the current building, canopy, pumps and concrete.

c. Future Land Use Plan

Exhibit A, attached hereto is a map showing the Future Land Use Plan for the Redevelopment Area after rehabilitation.

d. Changes to zoning, street layouts and grades or building codes or ordinances or other Planning changes.

The area is zoned C-3 Highway Commercial. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated.

e. Site Coverage and Intensity of Use

The redeveloper is demolishing a 2,779 square foot building and will construct a new 6,480 square foot retail building.

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. Electric utilities are sufficient for the proposed use of this building. No other utilities would be impacted by the development. No other utilities would be impacted by the development.

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation.

The redeveloper will not be required to relocate individuals or families as part of the site redevelopment.

5. No member of the CDA, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106]

No members of the CDA have any interest in this property.

6. Section 18-2114 of the Act requires that the CDA consider:

a. Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to redevelopers.

The redeveloper is the owner of the property. The estimated costs for preparation for redevelopment include an estimated \$474,654 for demolition and site preparation. The

total project is estimated to cost \$5,348,500. No disposal of the property is planned.

b. Statement of proposed method of financing the redevelopment project.

Project financing includes \$1,886,509 in equity, a commercial loan of \$2,700,000, a PACE loan of \$250,000, a USDA grant of \$275,000 and a TIF grant of \$179,000. The TIF grant from the CDA will be repaid from the Tax Increment Revenues generated from the project.

c. Statement of feasible method of relocating displaced families.

No families will be displaced as a result of this plan.

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, the CDA shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The CDA has considered these elements in proposing this Plan. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring blighting conditions due to site obsolescence.

8. Time Frame for Development

Development of this project is anticipated to begin in August of 2024.

9. Cost Benefit Analysis

Section 18-2113 of the Act, further requires the CDA conduct a cost benefit analysis of the Plan in the event that Tax Increment Financing will be used. This analysis must address specific statutory issues.

As authorized in the Act, §18-2147, *Neb. Rev. Stat. (2022)*, the CDA has analyzed the costs and benefits of the proposed Redevelopment Project, including:

Project Sources and Uses. Approximately \$354,000 (\$179,000 in principal and \$175,000 in interest) in public funds from tax increment financing provided by the York Community Development Agency will be required to complete the project. This investment by the CDA will leverage \$5,128,509 in private sector financing; a private investment of \$14.48 for every tax dollar invested.

The grant from TIF funds of \$179,000 will reimburse the Redeveloper for a portion of the site development costs of the project expenditures shown here:

A. Land Acquisition:	\$0
B. Site Development:	\$474,654
C. Building Costs:	\$4,272,620
D. Equipment	\$495,123
E. Architectural & Engineering	\$60,000
F. Legal Fees	\$17,000
G. Broker Costs	\$0
H. Financing Costs	\$57,064
I. Contingencies	\$106,048
J. Other	\$0

TOTAL \$5,482,509

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2024, valuation of approximately \$843,314. Based on the 2023 levy this would result in a real property tax of approximately \$14,173. It is anticipated that the assessed value will increase by \$1,300,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$23,600 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2024 assessed value:	\$ 843,314
Estimated value after completion	\$2,143,314
Increment value	\$1,300,000
Annual TIF generated (estimated)	\$ 23,600
TIF bond issue	\$ 179,000

(a) Tax shifts resulting from the approval of the use of Tax Increment Financing;

Tax shifts will be equal to the principal of \$179,000 and interest of \$175,000 on the TIF Note.

(b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project;

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient

capacity to support the development. Fire and police protection are available and should not be negatively impacted by this development.

(c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;

This project will add 3 full time jobs.

(d) Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project; and

This project will not have a negative impact on other employers in any manner different from any other expanding business within the York area.

(e) Impacts on student populations of school districts within the City or Village:

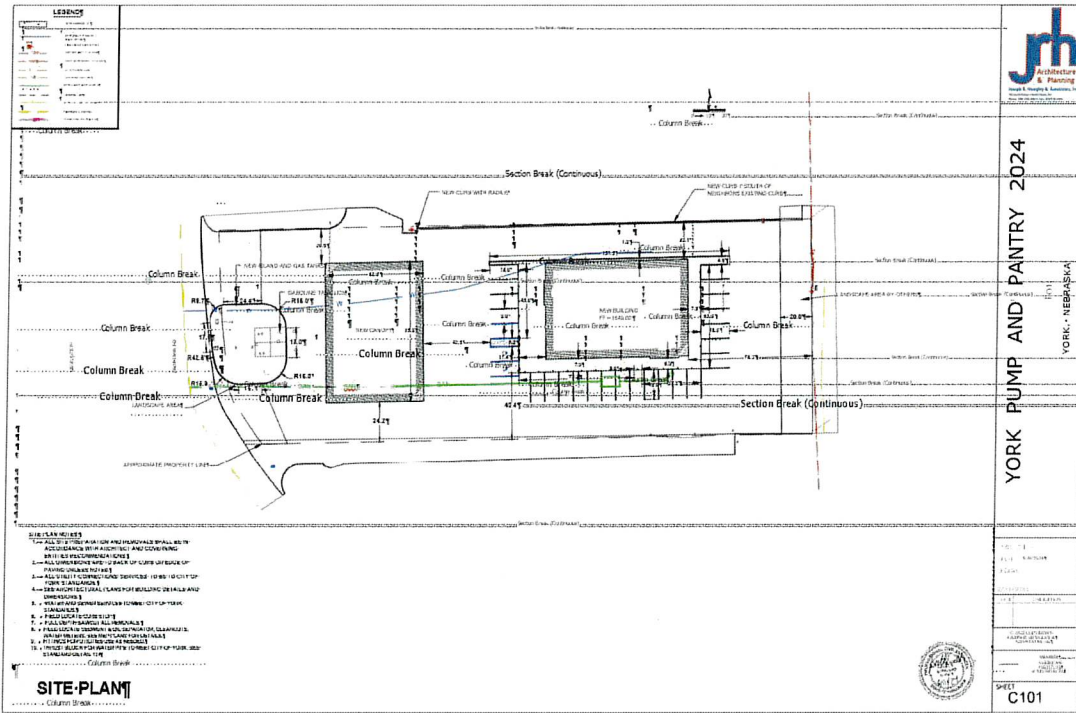
This development will have no impact on the York School system as it will likely not result in any increased attendance.

(f) Any other impacts determined by the CDA to be relevant to the consideration of costs and benefits arising from the redevelopment project.

This project should generate more sales tax revenue for the city based on increased sales.

Exhibit A

Future Land Use After Rehabilitation





Classifieds

York, Nebraska

www.yorknewstimes.com

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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 Tuesday.....Monday at 3pm
Wednesday.....Tuesday at 3pm
Thursday.....Wednesday at 3pm
Friday.....Thursday at 3pm
Saturday.....Friday at 12pm
ADvantage.....Friday at 12pm

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- Employment/Work Wanted
- Miscellaneous
- Garage Sales
- Rentals
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- 1 week in Trade West
- 3 days in GI Independent
- 5 weeks ADvantage includes picture & 20 words for less than \$63
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Employment
yntjobseekers.com

0099 LEGALS

NOTICE OF MEETING

Notice is hereby given that a meeting of the Community Development Agency of the City of York, Nebraska, will be held at 5:30 o'clock p.m. on Thursday, August 15, 2024 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public. Discussion to be had regarding the City of York Redevelopment Plan Amendment for CDA Area #10, Bosselman Redevelopment Project and related Cost Benefit Analysis. An agenda of such meeting, kept continuously current, is available for public inspection at the office of the City Clerk, Amanda Ring, City Clerk Aug. 8, 2024 ZNEZ

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0970 Pickups, 4x2 or 4x4



2011 Jeep Wrangler Sport, 4x4 2dr SUV, soft top, Bluetooth, power windows, cruise, tilt, with new tires. Brand new brakes, rotors and calipers.

\$18,995
Call Tim at 308-624-0055 or Kerwyn 308-390-8925
Stewart AUTO SALES

0980 Sport Utility Vehicles



1999 Chevrolet Tahoe LT 4WD SUV, 1 owner, 5.7l, very clean, leather seats, power windows, locks, and mirrors, 89k

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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



LEGAL NOTICES

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, August 15, 2024 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public. An agenda of such meeting, kept continuously current, is available for public inspection at the office of the City Clerk, Amanda Ring, City Clerk August 8, 2024 COL-NE-1600035 ZNEZ

NOTICE OF WORKSHOP

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, August 15, 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 5:00 p.m. on the Friday prior to the meeting.

Amanda Ring, City Clerk August 8, 2024 COL-NE-1600036 ZNEZ

Notice of Public Meeting

The Upper Big Blue Natural Resources District will hold the Board of Directors meeting on Thursday, August 15th, 2024, at 7:00 p.m. in the NRD Administrative Office Building, 319 East 25th Street, York, Nebraska. The agenda, which is kept continuously current, shall be readily available for public inspection at the same address, during normal business hours. August 8, 2024 COL-NE-1600052 ZNEZ

NOTICE TO CONTRACTORS

CALL ORDER: 425
CONTRACT ID: 42889
FEDERAL PROJECT NO. NH-81-2(149)
LOCATION: US-81, YORK BY-PASS BRIDGES IN COUNTY, YORK
The Nebraska Department of Transportation will receive sealed bids in Room 104 of the Central Office Building at 1500 Nebraska Parkway in Lincoln, until 1:30 PM on August 29, 2024. At that time the bids will be opened and read.
Bids will be opened and the bid totals will be read via Webex. The Webex information will be available on the BidX Letting webpage a minimum of 2 days prior to the opening, and can be found by selecting the applicable letting from: <https://www.bidx.com/ne/lettings>
Plans, specifications, and additional letting information may be found at the Nebraska Department of Transportation's Web Site at <http://dot.nebraska.gov/business-center/business-opp/hwy-bridge-1p/>.
This project is funded under the Federal-Aid Highway Act, all appropriate Federal requirements will apply.
August 8, 15, 22, 2024
COL-NE-1600053 ZNEZ

UTAH

Daughter of death row inmate navigates emotions before execution

HANNAH SCHOENBAUM
Associated Press

SALT LAKE CITY (AP) — Tressa Honie is caught between anger and grief in the lead-up to Utah's first execution since 2010. That's because her father is the person set to die by lethal injection, and her maternal grandmother is the person he brutally murdered in 1998.

The heinous intrafamilial crime has placed a strain on her relationships for more than two decades as she's kept in touch with her father in prison while her mother's family has fought relentlessly for him to be put to death.

In her final 48 hours visiting Taberon Dave Honie before his execution, set for Thursday shortly after midnight, Tressa is grappling with how to carry out his dying wish: for her to move on and heal.

"My mom's side, they can heal together," she said in an interview. "I'm happy you guys are going to get this closure, this justice, but where does that leave me? I feel like I have to heal alone."

Tressa left the Utah state prison in a daze Tuesday evening as it hit her that she would only have one more day with her father,



RICK BOWMER

Tressa Honie, daughter of death row inmate Taberon Honie, looks on during an interview Tuesday, Aug. 6, 2024, near the Utah State Correctional Facility, in Salt Lake City.

who she credits as her most supportive parent after drug use drove a wedge between her and her mother. As the 27-year-old prepares to grieve her father, she's also grieving the life she could have had if his crimes hadn't trapped her family in a cycle of self-destruction and left them mourning the matriarch she believes could have kept them all in line.

Honie, one of six death row inmates in Utah, was convicted of aggravated murder for the July 1998 death of his girlfriend's mother, Claudia Benn. He was 22 when he broke into Benn's house in Cedar City, the tribal headquarters of the Paiute Indian Tribe of Utah, after a day of heavy drinking and drug

use. He repeatedly slashed Benn's throat and stabbed other parts of her body. The judge who sentenced him to death also found that Honie had sexually abused one of Benn's grandchildren who was in the house with a then 2-year-old Tressa at the time of the murder.

Utah's execution is scheduled to occur a few hours after one in Texas, where a man described by his lawyers as intellectually disabled is set to be executed for strangling and trying to rape a woman who went jogging near her Houston home more than 27 years ago.

Honie, now 48, told Tressa he has come to terms with his fate, she said.

The father and daughter spent their final days talking about anything but his crimes, sharing early childhood memories and laughing about how neither has a favorite color. After years of resentment, she's ready to replace some of the anger she's held for her father with reminders of his humanity.

But their meetings haven't always been so cordial. Tressa grew up knowing her father was behind bars but didn't know why until she approached him at 14, looking for answers. Honie struggled to look at her as

he explained some of what he had done and told her where she could find the court records, she recalled.

"When I did find out fully why he was in prison or on death row, I thought, 'Well, maybe if I wasn't born, this wouldn't have happened,'" Tressa said. "I did kind of blame myself. I didn't know how to cope."

Years of drug abuse followed, distancing Tressa from family members who tried to extend support while grieving Benn, who they described as a pillar in their family and community. Benn was a tribal council member, substance abuse counselor and caregiver for her children and grandchildren.

Tressa has few memories of her grandmother, but she's found herself grieving the absence of a strong maternal role model.

"Hearing the type of woman my grandmother was, I would've loved that," she said.

Her father also started using drugs such as cocaine, heroin and methamphetamine at a young age. Honie's attorneys testified about his own childhood trauma from parents who abused alcohol. They and others on the Hopi Indian

Reservation where he grew up had been placed in government boarding schools that were often abusive and stripped Indigenous children of their culture as part of assimilation efforts.

Now, Tressa is determined to break that cycle of generational trauma.

She is in recovery, raising a child of her own and has developed some empathy for her father after her own addiction struggle. Honie has said he wasn't in his "right mind" when he killed Benn and doesn't remember much about the murder.

Travia Wall, Benn's niece, said she's had an "on-and-off" relationship with Tressa over the years but has tried to offer her extra support leading up to her father's death. Wall was among those who testified in favor of Honie's execution — an outcome she deemed necessary to get justice for her aunt. The two cousins embraced and cried together after the last hearing.

"It's bittersweet," Wall said in an interview. "Now we can finally move forward, we can finally heal, but it's bitter because I hurt for my cousin, his daughter. He put her in the middle, and she was torn between her father and her grandmother."

NEW YORK

Spanish translation of drone warning draws mockery

PHILIP MARCELO
Associated Press

NEW YORK (AP) — New York City emergency management officials have apologized for a hard-to-understand flood warning issued in Spanish by drones flying overhead in some neighborhoods.

City officials had touted the high-tech message-delivery devices ahead of expected flash flooding Tuesday. But when video of a drone delivering the warning in English and Spanish was shared widely on social media, users quickly mocked the pronunciation of the

Spanish version delivered to a city where roughly a quarter of all residents speak the language at home.

"How is THAT the Spanish version? It's almost incomprehensible," one user posted on X. "Any Spanish speaking NYer would do better."

"The city couldn't find a single person who spoke Spanish to deliver this alert?" another incredulous X user wrote.

"It's unfortunate because it sounds like a literal google translation," added another.

Zach Iscol, the city's emergency management commis-

sioner, acknowledged on X that the muddled translation "shouldn't have happened" and promised that officials were working to "make sure it doesn't happen again."

In a follow-up post, he provided the full text of the message as written in Spanish and explained that the problem was in the recording of the message, not the translation itself.

Iscol's agency has said the message was computer generated and went out in historically flood-prone areas in four of the city's five boroughs: Queens, the Bronx,

Brooklyn and Staten Island.

Flash floods have been deadly for New Yorkers living in basement apartments, which can quickly fill up in a deluge. Eleven people drowned in such homes in 2021 as the remnants of Hurricane Ida drenched the city.

In follow-up emails Wednesday, the agency noted that the drone messaging effort was a first-of-its-kind pilot for the city and was "developed and approved following our standard protocols, just like all our public communications." It declined to say what changes would be

made going forward.

In an interview with The New York Times, Iscol credited Mayor Eric Adams with the initial idea.

"You know, we live in a bubble, and we have to meet people where they are in notifications so they can be prepared," the Democrat said at a press briefing Tuesday.

Adams, whose office didn't immediately comment Wednesday, is a self-described "tech geek" whose administration has embraced a range of curious-to-questionable technological gimmicks.

REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
August 1, 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 President announced that the Open Meetings Act was posted on the East Wall of the Council Chambers.

Mayor: Barry Redfern: Absent. Councilmembers: Tony North: Present, Jennifer Sheppard: Present, Stephen Postier: Present, Jerry Wilkinson: Present, Matt Wagner: Present, Jeff Pieper: Present, Scott Van Esch: Present, Vicki Northrop: 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 and City Clerk Amanda Ring.

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

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$2,537.10. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Tony North: Abstain (With Conflict), Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Motion to approve the claim for Stephen Postier of the York County Development Corporation in the amount of \$8,599.09. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Abstain (With Conflict), Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Claims

Motion to approve the claims for July 19, 2024 through August 1, 2024. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

City Administrator Report

Dr. Crawford shared that the City has received many questions and she wanted to give an update on the process for responses to questions and comments for Project Access York. The open comment period ended June 12th. Questions and comments submitted through that period are a lot of what the Council is hearing currently at Council meetings. All verbatim comments were compiled and then read through to look for common themes. Some comments were pulled out concerning specific recommendations and sent to the engineers for their recommendations. Engineers drafted initial comments back to input submitted, and the City drafted responses to each individual comment. Those responses have been sent back to the engineers for approval and rewriting. The City, NDOT, and federal highway administration are working together to create an FAQ sheet for the commonly asked questions. Once the FAQ sheet is approved, it will be posted on the website and a copy will also be sent out with each response letter for comments submitted. Council member Northrop raised questions concerning the character count on the City of York's online form and possible missing pieces of comments submitted. Dr. Crawford stated she had emailed those who turned in comments but appeared to be cut short by the limiting characters and encouraged them to submit the full comment. The request of the City was to have comments distributed as they were submitted, and stated there may have been a copy-paste error. Council member Northrop also requested that it be placed on the record that the original documents received by the

council members, which contained the Open Comment Period Comments, did not contain the names and addresses of the person(s) who submitted the comments, so they were unable to respond to constituents directly.

Resolution 2024-13 – Surplus Property
RESOLUTION 2024-13

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

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

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

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

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

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

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

EXHIBIT A

UNIT #	YEAR	DESCRIPTION	DEPARTMENT	VALUATION	SERIAL #
		115,000 bricks from road construction	Street		
		434 old street signs	Street		
654	1997	GMC Yukon	Fire	\$2,000	1GKEK13R7VJ724807
	2010	Auditorium Gym Floor Cover	Park	\$1,000	

Motion to approve Resolution 2024-13, to declare certain city property surplus and authorize the disposition of surplus property. Ayes with a motion by Jeff Pieper and a second by Scott Van Esch. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

SDL – Sunset Bowl for Yorkfest

Motion to approve the special designated license for Sunset Bowl, 1923 N. Lincoln Ave, York, NE 68467, for Yorkfest on September 7, 2024. Ayes with a motion by Stephen Postier and a second by Jerry Wilkinson. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

SDL – United Way for Peterson’s Petals

Motion to approve the special designated license for United Way for Peterson's Petal, 617 N. Lincoln Ave. on September 26, 2024 for the Sip and Stroll 2024 event. Ayes with a motion by Scott Van Esch and a second by Tony North. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea, Scott Van Esch: Yea, Vicki Northrop: Yea.

Fire Station Build with Sheele-Kayton Construction LLC

Tony Bestwick told Council there were nine bids that were received for this project. One was eliminated initially, and the rest were reviewed with the committee and engineer. A reference check was conducted on the three lowest bidders. Sheele-Kayton Construction LLC from Lincoln, Nebraska had a wonderful reference check and the Fire Chief said he would recommend them for approval to build the new fire station. There was discussion had regarding change order amounts and the alternate for onsite insurance while the fire station is being built. It was stated that any change orders will go to Council for approval.

Motion to approve the bid for the Fire Station build with Scheele-Kayton Construction, LLC in the amount of \$7,861,680.00; alternate No. 2 in the amount of \$27,680.00 Ayes with a motion by Matt Wagner and a second by Jerry Wilkinson. Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea,

Matt Wagner: Yea, Jeff Pieper: Abstain (With Conflict), Scott Van Esch: Yea, Vicki Northrop: Yea.

Roger Wolfe Jr. to address the Council regarding Project Access York

Roger Wolfe Jr., 1229 N. Delaware Ave, started with asking the City Attorney questions. The attorney advised Mr. Wolfe that he couldn't respond to advice given to the City. Roger asked Charley if he was aware of the chain of command for contacting him. Charley stated there was a policy decision that was made, prior to anything going on now, regarding what types of communication Council members should have with the attorney. Roger then passed around copies of Nebraska State Statute 16-117. This statute refers to annexation of property for first-class cities. He also passed out copies of Nebraska State Statute 16-674 which discusses acquisition of plants or facilities; condemnation; procedure. He discussed the placement of part of the south portion of the trail, questioning if it needs to be annexed. He questioned about eminent domain and if it could be used to take property for other uses besides utilities.

Clarification was received after the Council meeting adjourned that state law, Nebraska State Statutes 16-695 and 19-709, provides power for cities of the first class to obtain land for parkways/streets/sidewalks, which includes trails, within the city's extraterritorial jurisdiction (ETJ), which extends two miles from city limits. If some part of the trail extends slightly beyond the city limits, it will be in the ETJ and can be obtained using existing state law authority without annexation.

Hannah Epp to address the Council regarding Project Access York

Hannah Epp, 1615 S. Lincoln Ave, wanted to address the public input opportunity that was given for this project. She stated that her personal comment was submitted directly to Dr. Crawford, and after Council members received the comments from the public input period, Hannah asked a Council member to confirm that her comment was there. She stated that her comment was entirely omitted from all comments compiled. There was a problem with the online submission process and the character count. Some people didn't get the opportunity to resubmit their complete comment because the email response that Dr. Crawford sent back to them, went to a junk email folder and went unnoticed. She asked the Council to look at the integrity of the submission process and ask to receive all the comments in their original form. She brought a paper copy of her comment she submitted to give to any Council members who wanted it.

Adjournment

There being no further business to come before the Council, the President adjourned the meeting, the time being 6:06 o'clock p.m.

Amanda Ring, City Clerk

Jeff Pieper, President

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00010	GALE	7	1,529.46	N			
01-00110	MATHESON TRI-GAS	3	215.60	N			
01-00120	JACKSON SERVICES INC	10	691.38	N			
01-00200	NEBRASKA MACHINERY CO	3	3,648.12	N			
01-00210	EAKES OFFICE PLUS	1	43.64	N			
01-00290	NORTH PRINTING & OFFICE S	6	530.55	N			
01-00300	BLACK HILLS ENERGY	11	2,356.40	N			
01-00340	BOUND TREE MEDICAL LLC	1	259.74	N			
01-00360	CITY OF YORK	1	322.74	N			
01-00540	GLOBAL TECH, INC.	3	1,161.24	N			
01-00620	ROY NICKELS	1	77.07	N			
01-00630	MUNICIPAL SUPPLY OF NE	2	530.08	N			
01-00640	NEBRASKA PUBLIC POWER DIS	3	46,352.59	N			
01-00710	OVERLAND SAND & GRAVEL	5	6,903.34	N			
01-00780	PRESTO X COMPANY	12	675.06	N			
01-00800	BURST, LLC	27	985.99	N			
01-00840	16TH STREET CAR WASH	1	100.00	N			
01-01090	BAKER & TAYLOR, INC	2	502.82	N			
01-01280	PLATTE VALLEY COMMUNICATI	1	329.50	N			
01-01290	GRAND CENTRAL FOODS, INC.	8	381.60	N			
01-01330	JLC, INCORPORATED	3	151.04	N			
01-01340	KOPCHOS SANITATION, INC	11	1,838.50	N			
01-01470	SERVI-TECH LABORATORIES	2	350.00	N			
01-01840	CORNERSTONE BANK	1	95.00	N			
01-01980	SAHLING KENWORTH INC	1	770.69	N			
01-02010	YORK EQUIPMENT, INC.	2	647.05	N			
01-02040	YORK NEWS-TIMES	1	231.99	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-02110	FEDERAL SIGNAL CORP	1	24,311.70	N			
01-02210	NE DOOR & WINDOW LLC YORK	1	364.75	N			
01-02230	MCCORMICK HEATING & AC	2	2,418.92	N			
01-02240	OMAHA WORLD HERALD	1	158.19	N			
01-02250	MILLER SEED & SUPPLY CO	18	2,787.70	N			
01-02560	CITYSERVICEVALCON LLC	1	43.80	N			
01-02620	LEAGUE OF NEBRASKA MUNICI	2	33,277.00	N			
01-02650	O'REILLY AUTO PARTS	2	134.97	N			
01-0268	KENNETH EKELER	1	195.00	N			
01-02680	SCHEMMER ASSOCIATES	2	181,877.39	N			
01-02910	CONCRETE INDUSTRIES INC	1	2,101.00	N			
01-02920	FALLER LANDSCAPE	2	1,700.94	N			
01-05090	SOUTHEAST LIBRARY SYSTEM	1	180.00	N			
01-05310	SAPP BROTHERS PETROLEUM,	3	5,290.81	N			
01-05870	WEX BANK	1	11,818.49	N			
01-07330	PUSH PEDAL PULL	1	873.30	N			
01-07860	CONNER ROOFING CO., INC	1	19,425.00	N			
01-08400	CREDIT MANAGEMENT SERVICE	1	215.64	N			
01-08950	PIZZA HUT	2	3,247.25	N			
01-09110	HY-TEC AUTO SERVICE	1	228.80	N			
01-0930	JOHN WEMHOFF	1	156.35	N			
01-1	MISCELLANEOUS VENDOR	3	435.00	N			
01-10020	YORK COUNTY REGISTER OF D	1	86.00	N			
01-10110	BADGER METER INC	1	440.40	N			
01-11160	ADAM BATTERTON	1	10.00	Y			
01-14410	LINCOLN WINWATER WORKS	3	21,358.89	N			
01-14460	HIEBNER BODY SHOP	5	625.62	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-14820	CHRIS MULINIX	1	60.00	Y			
01-14850	CHEREE FOLTS	2	182.45	N			
01-14880	ALFRED BENESCH & CO	1	3,529.00	N			
01-15280	ERICK BREKKE	2	476.30	N			
01-15710	CHRISTOPHER G. CRITEL	1	371.00	Y			
01-15930	STERICYCLE INC	1	636.02	N			
01-15940	MED-TECH RESOURCE INC	1	53.57	N			
01-15980	HDR ENGINEERING INC	2	13,804.47	N			
01-16290	MICHAELA STUHR	1	363.95	N			
01-16710	ONE CALL CONCEPTS INC	1	216.40	N			
01-16900	AQUA-CHEM INC	4	7,612.81	N			
01-16930	BRUCE WAGNER	1	160.00	Y			
01-17390	BENJAMIN J QUICK	2	89.68	Y			
01-17960	WILLIAM LEE LUNDY	1	100.00	Y			
01-18280	HIGHLAND PRODUCTS GROUP L	1	5,411.00	N			
01-19370	NE TECHNOLOGY & TELECOMMU	2	142.00	N			
01-20690	KLUTE TRUCK EQUIPMENT	1	9,500.00	N			
01-21630	HD ARMS	1	2,129.00	N			
01-22100	SLACK AUTO SUPPLY LLC	2	58.13	N			
01-22200	KARESA NORQUEST	1	40.00	N			
01-23150	CMRS-POC	1	6,000.00	N			
01-23480	NE SOCIETY OF ASSOCIATION	1	125.00	N			
01-23820	MACQUEEN EMERGENCY GROUP	1	129.18	N			
01-24090	AXIA PAYMENTS	1	43.78	N			
01-24120	FIRESPRING	1	1,533.44	N			
01-24440	QUALITY SOUND & COMMUNICA	1	35.00	Y			
01-25100	NEBRASKA RURAL RADIO ASSO	1	525.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-25530	SAM'S CLUB MC/SYNCB	1	7,733.85	N			
01-25650	CARDMEMBER SERVICE	1	7,733.85	N			
01-26330	QUICK MED CLAIMS	1	3,785.69	N			
01-27110	SERVICE MASTER CLEANING &	1	2,652.17	N			
01-27210	MIDWEST AUTO PARTS INC.	27	1,735.83	N			
01-27400	WY-AD ENTERPRISES LLC	1	120,780.00	Y			
01-27570	LINCOLN CREEK ELECTRIC, L	1	1,268.27	N			
01-27730	BENJAMIN FRANCISCO	1	20.00	Y			
01-27900	FILAMENT ESSENTIAL SERVIC	1	1,171.00	N			
01-27990	HANS JOHNSON	1	10.00	Y			
01-28020	NEC COMMUNICATIONS AMERIC	1	1,976.04	N			
01-28080	FIRST NATIONAL COMPANY	1	1,000.00	N			
01-28510	LEE ENT ADVERTISING	1	985.50	N			
01-28540	AMAZON BUSINESS	3	299.47	N			
01-28570	ERIC ECKERT	1	450.00	N			
01-28740	AARON EDARD ALVAREZ	1	10.00	Y			
01-29050	RUSTIC DRY GOODS	1	680.42	N			
01-29270	ALLO	2	1,852.55	N			
01-29500	AT & T MOBILITY	1	185.56	N			
01-29690	PAYMENTECH, LLC	1	3,621.94	N			
01-29780	MOTOROLA SOLUTIONS INC	1	5,415.00	N			
01-29910	MAMMOTH SPORTS CONSTRUCTI	1	140,872.50	Y			
01-29950	AMERICAN EXPRESS TRAVEL R	1	6.00	N			
01-30150	CARRIE REMMERS	3	225.98	N			
01-30380	ALL TRAFFIC SOLUTIONS	1	3,000.00	N			
01-30540	FAMILY ZONE INC	1	1,663.20	N			
01-30950	ERIK W PETERSON	1	20.00	Y			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-31030	NANCY DAVIDSON	1	30.00	Y			
01-31040	JUSTIN DAVIS	1	20.00	Y			
01-31140	THE CAR CLINIC LLC	2	721.89	Y			
01-31320	MASNART, INC	1	3,897.00	N			
01-31420	CONSTELLATION PAYMENT PRO	1	717.68	N			
01-31490	VESTIS	1	168.11	N			
01-31510	HD SUPPLY	2	1,127.30	N			
01-31540	KOHEN DYE	1	10.00	Y			
01-31710	RAECHAL JUNGE	1	10.00	Y			
01-31800	MICHAEL MCCLURE	1	2,750.00	N			
01-31810	BARNHART CRANE AND RIGGIN	1	7,730.02	N			
01-31820	COLUMN SOFTWARE PBC	8	80.37	N			
01-31830	SETH STAEHR	1	2,900.00	Y			
01-31860	BERENS-TATE CONSULTING GR	1	2,500.00	N			

***	REPORT TOTALS	***	306				770,588.47
			Payroll				202,669.94
			Total				973,258.41

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	: 8/02/2024 THRU 8/15/2024	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

July
2024

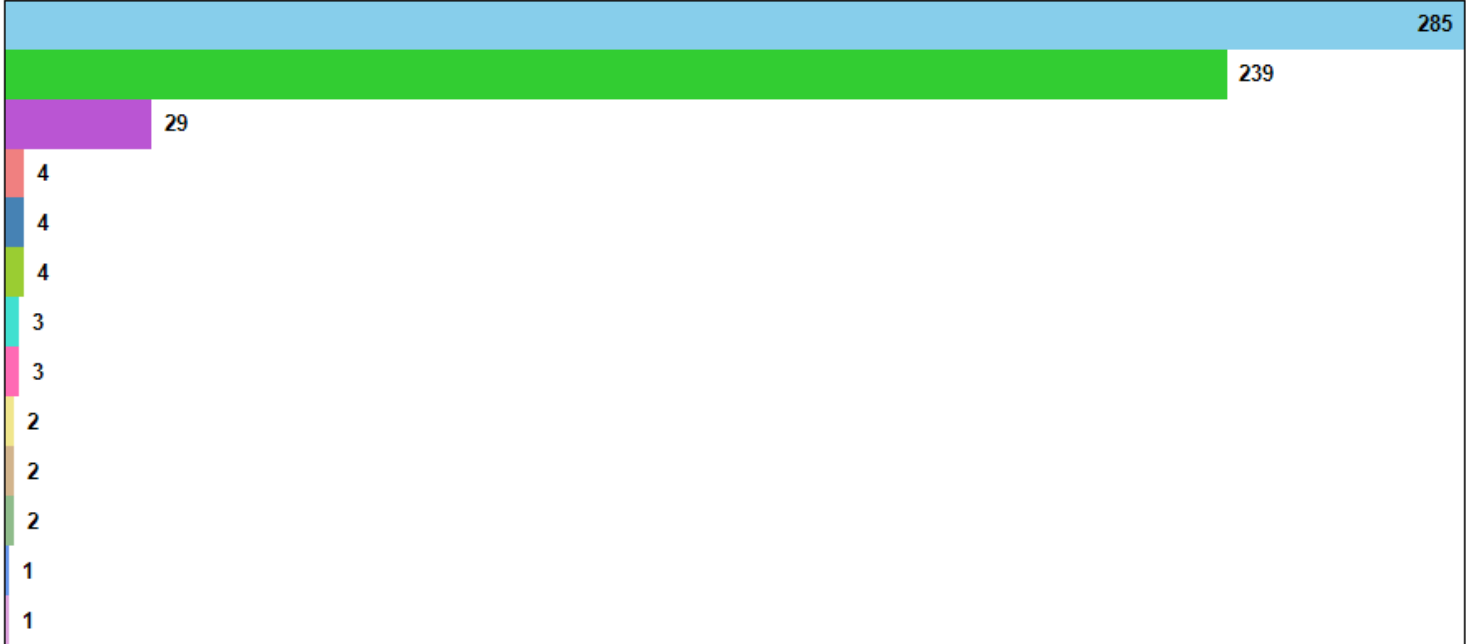
COMMUNITY CENTER
CONVENTION CENTER
FIRE
KILGORE MEMORIAL LIBRARY
POLICE
PUBLIC WORKS

Community Center

Total Income (Unofficial): \$33,714.00

	CASH	CHECK	CREDIT	TOTAL	Center Admissions	Aud Admissions	FAC Admissions	Center Programs	FAC Programs	Center Rentals	Aud Rentals	FAC Rentals	Miscellaneous
TOTALS	\$2,104.00	\$27,870.50	\$3,739.50	\$33,714.00	\$4,462.00	\$0.00	\$0.00	\$1,222.00	\$0.00	\$400.00	\$1,580.00	\$0.00	\$26,050.00

Total Memberships/Day Passes/Coupon Books Sold: 579

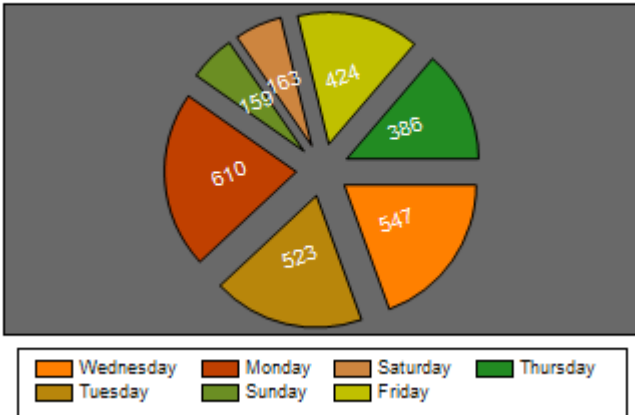


Youth/Senior Day Pass	Adult Coupon Book	Adult 6 Month Membership	Silver Sneakers Or Silver Sneakers Prime
Adult Day Pass	Youth/Senior Month Membership	Youth/Senior Annual Membership	Family 6 Month Membership
Adult Month Membership	Family Month Membership	Youth/Senior 6 Month Membership	Joint Youth Annual Membership
Auditorium Adult Day Pass			

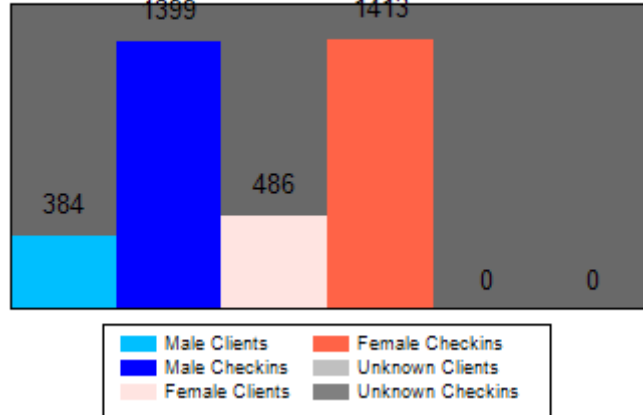
Total Membership Attendance: 2,611

York University Attendance (Summer Break Began on May 16): 0

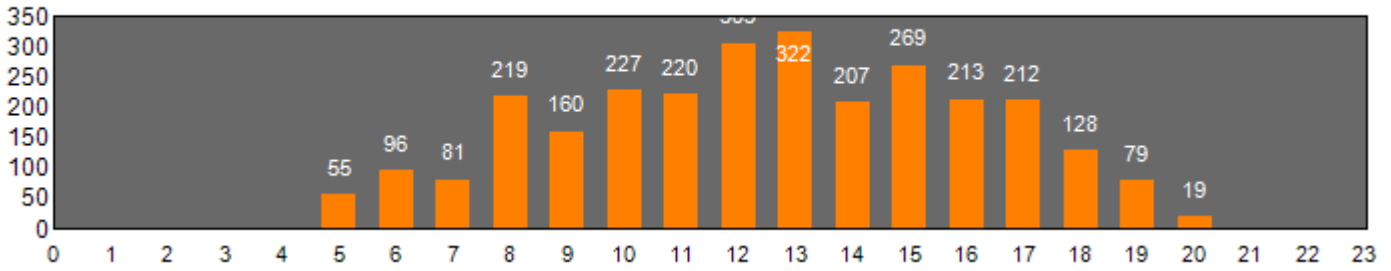
By Day Of Week



By Gender



By Hour of Day



Ballpark Complex

Total Income (Unofficial): \$12,748.18

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Miller Concessions	Rental Fees	Player Fees	Sponsorships	RV Fees
TOTALS	\$3,915.07	7,495.00	\$1,338.11	\$12,748.18	\$6,099.18	\$0.00	\$5,595.00	\$100.00	\$0.00	\$40.00

Soccer Complex

Total Income (Unofficial): \$9,870.00

	CASH	CHECK	CREDIT	TOTAL	Complex Concessions	Rental Fees	Player Fees	Sponsorships	Registration & Facility Fees	Split % w/
TOTALS	\$0.00	\$9,870.00	\$0.00	\$9,870.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,870.00

Family Aquatic Center

Total Income (Unofficial): Admissions: \$11,289

Concessions: \$10,105.55

	CASH	CHECK	CREDIT	FAC TOTAL	FAC Admissions	FAC Programs	FAC Rentals	Swim Team Fees	FAC Attendance		CASH	CHECK	CREDIT	TOTAL	
TOTALS	\$6,020.00	\$1,469.00	\$3,800.00	\$11,289.00	\$9,946.00	\$143.00	\$1,200.00	\$0.00	5909		TOTALS	\$6,939.85	\$20.00	\$3,145.70	\$10,105.55

Adult/Community/Youth Programs/Leagues + Reservations

Auditorium: 42

Ballpark Complex Fields: 42

Soccer Complex: 29

Park Shelters: 32

Ballpark Complex Batting Cages: 57

Family Aquatic Center: 123

Community Center: 72

Park Fields: 31

Supply Works

H2O Treatment	
City Offices	
Police	
Fire	\$ 188.11
Center	\$ 432.08
Auditorium	\$ 624.12
Complex	\$ 278.32
Airport	
FAC	
Library	
City Shop	
Soccer Complex	
Parks	
Totals	\$ 1,522.63

Report Completed by Cheree Folts, Director of Parks and Recreation 8/12/2024



July Department Report

Number of Events: 24

- Events on 21 of 31 days

Number of Guest: 2,798

Types of Events: Anniversary, Church Service/Gathering, Company Party, Conference, Meetings, Trainings, Weddings, Transportation Exploration

Highlights of the Month

July saw the return of AFAN's Annual Swine Summit at the convention center. It was a day full of keynote speakers, breakouts and networking with ag vendors from across the state. York General hosted the annual All Staff Event here once again. Blue Valley Community Action and Head Start both held annual events here as well. We had a handful of returning groups that held various meetings throughout the month that helped round out our weekday schedule. The weekend events included three large weddings, along with a company anniversary banquet for a local trucking company. The highlight of the month was the return of Transportation Exploration as part of the city Balloon Days weekend.

We have begun some repainting of the common areas around the building and hope to complete this by the end of August, it should brighten up the hallways once it is finished. We also have made some repairs to our stage lighting that made a huge difference in the lighting of that area.

**Terri Carlson | Director
Holthus Convention Center**





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

York Fire Department July 2024 Monthly Report

The York Fire Department responded to 125 calls for service during the month of July. We had 3 fire calls for the month. We went to the York County Solid Waste Receiving Center for an outside fire. We had an electrical fire on a power pole. Then we were dispatched to an SUV that had crashed and they thought it had caught on fire. It had not. York Fire responded to 90 - 911 calls during the month. 9 of those calls were with 2 units out at the same time. We had 3 fatality accidents during this month. We spent a lot of time making sure our personnel were taken care of. We did 32 transfers to hospitals with greater or more specialized care.

We were busy with activities for the month. On July 3rd we had a grass rig stand by at the fireworks display. The fire chief attended an online class for the Fair Labor Standards Act on the 10th. July 17th 4 personnel attended the York County Mutual Aid meeting. On the 20th we had a display at the Transportation Exploration. We also set up a kid's obstacle course. And we closed out the month with a business tour of the CVA facility on East 25th Street. On the fire station build project we toured the facility and made sure that there were not any hazardous materials on the site. The purchase was then completed. The demo of the existing facility and parking lot was started with a completion date of August 8th. Wyad was the contractor selected for the demo. Bids for the contractor for the fire station build were opened on the 22nd. After a meeting and some reference checks, Scheele/Kayton Construction was selected.

Training for the month was varied. Our 2nd- year paramedic student successfully completed the course of study at Central Community Hospital in GI. He is waiting now to take the National Registry test to become a paramedic. That should happen in the next week. Our 1st- year students have completed their summer clinicals and will return to school in a couple of weeks. On the 11th and 22nd we partnered with NPPD on a pole rescue class they have been putting together. Our evening training included ventilation of a commercial building, which is a metal deck on a steel rafter. This skill has not been accomplished in a while at York Fire so we trained on the building that was on the site of the future fire station. We have been using the house on the same block as the library for needed vent enter isolate search training off and on. We had 369 hours of training for the month of July.

Respectfully submitted,

Anthony Bestwick
York Fire Chief

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

1. The Elmer Baker display case is filled with a collection of Kachina Dolls shared with us by York resident, Traci Hartley.
2. The Adult summer reading SMACKDOWN ended in defeat for York. Seward reported 3,260 books read and York recorded 3,010. So close!
3. The library is the host site for a new initiative on building HOPE in our community. On September 17, at 6:00 pm, we will lead a discussion on building hope in yourself and others. The library will have a children's activity at the same time. The corresponding book, *Hope Rising*, by Casey Gwinn, is available in print for checkout at Kilgore Library and through Libby for online reading.
4. The library will be moving to a new web domain soon. Our new URL will be <https://yorklibrary.org/>.

Respectfully submitted by,



Debora Robertson
Director, Kilgore Memorial Library

POLICE DEPARTMENT MONTH END REPORT

July 2024

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

Accidents calls in total	20
Cases	12
CFS only	8
Property damage accidents	15
Hit & run accidents	2
Personal injury accidents (persons injured – 4)	3
Fatality accidents	0
Number of vehicles involved in accidents	39

Total Mileage patrolled 12,106
 (800- n/a : 801 – 514; 802 –594; 803 – 1207; 804 –2094 ;
 805 -- 2417 ; 806 –579 ; 808--2127 ; 809- 2577)

Total Calls for Service (CFS) 819

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

T-Citations –31 ; P-Citations – ;
T-Warnings – 38; P-Warnings -7; A-Warnings – 21; H-Warnings -
P-Non-moving Violation--7 ; Defects— 0; H-Notifications --7 ;
Verbal Warnings (all) -- 164;

Health/Vegetation CFS	16
Animal/dog bite CFS	46
Parking related CFS	40
Extra/Special Services	51
School checks	1
Welfare Checks/Mental	26
Alarms (Business/Residential)	11
Traffic related CFS	271
Juvenile involved CFS	13
HHS-Child Abuse/Neglect-Adult Protective Services	23
Assaults/Sexual Assaults reports/investigated	6
Disturbance/Disorderly Conduct CFS	14
Vandalism/Property Damage (Criminal Mischief).	9
Burglary/Larceny/Robbery/Forgery/Fraud	20
Criminal Offenses (Cases Made)	58
-Citations in lieu of Arrest.	12
-Arrests	16

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	370	375	348			2911
Added to E-Book Collections	612	522	638	491	486	546	543	276	653	329			5096
Physical item circulation	5,525	5,151	4,578	3,999	5,294	5,817	5,250	5,615	6,356	6,504			54089
E-books Circulations	2,058	1,882	1,919	2,276	2,076	2,326	2,281	2,325	2,308	2,238			21689
New Patrons	140	142	131	174	157	144	126	172	161	187			1534
Public Computer logins	780	664	617	563	747	780	713	643	499	625*			6006
Door Count	3,040	3,051	2,731	2,792	3,646	3,402	3,220	3,142	3,842	3,827			32693
Website visits	1,773	1,531	1,437	1665	1,592	1,612	1,679	1,700	1798	1,886			11289
Meeting Room Use	453	392	298	291	417	743	733	615	1325	510			5777

*estimate

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.

Board of Public Works
July 16, 2024 4:00 PM
City Council Chambers

Attendance taken at 4:00 P.M.

Present Board Members:
Carlos Campos

Absent:
Matt Leif
Kenny Ekeler
Carston Staehr
Sheldon Sandall

Also Present:
James Paul, Director of Public Works

The Board of Public Works did not meet on Tuesday, July 16, 2024 due to lack of quorum.



**DEPARTMENT OF PUBLIC WORKS
MONTHLY REPORT**

July — 2024

STREET DEPARTMENT

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

Street	95	Airport	11	Park	22	Fire	3
Police	2	Landfill	0	Wastewater	9	Water	6

The street sweeper operated 78 hours in July, during which time 224 miles were swept and 37 cubic yards of material were removed from the city streets.

Other major labor activities included:

Job	Hours
General maintenance	22
Shop cleaning	26
Property maintenance	15
Snow removal	0
Mowing/weed control	145
Tree/shrub maintenance	12
Sidewalk repair	0
Right-of-way maintenance	171
Gravel street/alley maintenance	17
Paved surface maintenance	418
Storm sewer repair	6
Traffic signing/signal installation/repair	58
Trash removal	0
Plant wages	2
Building maintenance	18
Parking lot maintenance	8
Lane & curb painting	40
Playground equipment maintenance	5
TOTAL	963

PARK DEPARTMENT

Park personnel performed the following activities:

Job	Hours
Property maintenance	101
Mowing/weed control	511
Tree/shrub maintenance	52
Ball field maintenance	121
Playground equipment maintenance	16
Trash removal	123
General maintenance	121
Custodial	54
System maintenance	8
Paved surface maintenance	4
Parking lot maintenance	8
Equipment services	2
TOTAL	1121

FAMILY AQUATIC CENTER

Park personnel performed the following activities:

Job	Hours
Building maintenance	0
System maintenance	0
Property maintenance	10
Mowing/weed control	0
TOTAL	10

LIBRARY

Park/Street personnel performed the following activities:

Job	Hours
General maintenance	0
Building maintenance	0
Property maintenance	8
Mowing/weed control	0
TOTAL	8

WASTEWATER TREATMENT PLANT

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

	Last Month	2024	2023	Units
Total flow	29,311,868	33,152,778	29,152,733	gallons
Average flow/day	977,062	1,069,444	94,041	gallons
Average flow/person	122.13	133.68	117.55	gallons
Grit and screenings to landfill	2.6	153.75	1.86	tons
Bio solids wasted	1.081488	1.088384	1.507921	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	142
Building maintenance	20
Sewer system maintenance	62
Property maintenance	46
One-call locates	20
Laboratory testing	75
Equipment maintenance	163
Sludge removal	46
Mow & weed control	44
TOTAL	618

WATER DEPARTMENT

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

	Last Month	2024	2023	Unit
Total water pumped	44,656,000	51,075,000	53,089,000	gallons
Total water billed	37,044,271	29,308,973	41,836,478	gallons
Average use per day	1,440,516	1,647,581	1,712,548	gallons
Average use per person	180	206	214	gallons
Total electricity used	65,793	443,564	88,134	kW
Pumps yield	679	115	602	gallons/kW
Peak pumping date	24 th	29 th	28 th	
Peak amount	2,412,000	2,345,000	2,671,000	gallons

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

	2024	2023
Water bills	1759	1738
Sewer bills	1671	1649
New taps	1" – 4	1"- 2
Service leaks	0	1
Main leaks	1	1
Diggers Hotline calls	261	350

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	34
Distribution maintenance	312
Property maintenance	0
One-call locates	24
Meter reading	34
Final notice collection	5
Meter maintenance	0
Pump/well maintenance	0
General maintenance	11
Utility repairs	2
Paved surface maintenance	20
Mow and weed control	33
TOTAL	475

SOLID WASTE RECEIVING CENTER AND LANDFILL

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

	2024		2023	
	Trips	Tons	Trips	Tons
Landfill	1134	2907.89	672	3072.81
C & D	191	455.3	388	1026.81
Transfer Station	11	55.72	335	103.30
Brush Pile	158	56.07	165	59.83
Tire Pile	2	0.00	3	0.00
Metal Roll-off	0	0.00	3	0.00
Total	1496	3474.98	1566	4262.75

Revenue collected during July totaled \$190,720.70. The same period last year totaled \$147,790.75.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	120
Landfill Equipment	614
Wind screen & litter control	0
Recycling Act	0
General maintenance	73
Groundwater/gas monitoring	16
TOTAL	823

AIRPORT

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	10
Building maintenance	0
Mowing/weed control	0
TOTAL	10

SUMMARY BY DEPARTMENT

Department	Hours	Percentage	Full Time Equivalent
Street	963	24	6
Parks/Com Center/Aud/FAC	1131	28	7.1
Landfill	823	20	5.1
Wastewater	618	15	3.9
Water	475	12	3
Airport	10	.5	0.1
Library	8	.5	0.1
TOTAL	4028	100	25.3

BUILDING INSPECTIONS AND PERMITS

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

Inspections:	2024	2023	Permits Issued:	2024	2023
Building	52	66	Building	34	91
Electrical	42	29	Electrical	12	7
Plumbing	24	13	Plumbing	4	1
Mechanical	16	17	Mechanical	23	11
Nuisance	5	0	Curb/Street	0	0
Total	139	125	Total	73	110

Thirty-four (34) permits were issued in July for a value of \$3,736,048.72, which brings the total for the year to \$31,062,145.59. (See attached.)

Permits of note issued:

- Rodger & Julie Pracheil New Single-Family Dwelling \$361,000.00
- Marc Kohout Hail damage & addition \$160,000.00
- Bosselman Pump & Pantry New Commercial Building \$3,000,000.00

BOARD OF PUBLIC WORKS

The Board of Public Works did not meet in July due to lack of quorum.

Building Permits issued in July 2024

06-Aug-24

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
101817	Laura Ruballos	38 York Mobile Plaza		Pergola	300.00
101806	Rodger & Julie Pracheil	304 W 24th St	Replat Lot 2, Block 4, Hearthstone Addition	New Single Family Dwelling	361,000.00
101805	Ardean Richert	1312 N Michigan Ave		Reroof & regutter	8,000.00
101804	Keith Krumrei	1327 N Iowa Ave		Reroof, reside	3,500.00
101795	Bosselman Pump & Pantry	3901 S Lincoln Ave	Lot 2, Bosselman Subdivision	New Commercial Building	3,000,000.00
101788	Rene Humanes	67 York Mobile Plaza		Covered Porch	500.00
101786	Lichti TV & Appliance	220 E Nobes Rd		Sign	5,000.00
101785	William Mike Wentworth	121 Ash Ave		Replacing sidewalk	2,750.00
101784	Sergio Hernandez Acevedo	619 W 7th St		Pave driveway	1,500.00
101783	McLean Beef	3208 S Lincoln Ave		Fence	5,000.00
101770	Connie Ward	Groundworks Nebraska		Window well	1,306.88
101769	Dallas Bruning	1308 N Pennsylvania Ave		Fence	650.00
101767	Marc Kohout	811 S Country Club Dr		Hail damage & addition	160,000.00
101765	York Cold Storage	1107 N York Ave		Demolish	
101761	Kara Peek	1925 E 17th St		Fence	4,892.90
101760	Jessica Gibson	1305 N Wisconsin Ave		Shed	1,722.42
101755	Speedee Mart	5018 S Lincoln Ave		Sign	5,000.00
101750	Pat Kahler	213 N Platte Ave		Reroof, reside	8,000.00
101752	Steve Taylor	211 N Blackburn Ave		Reroof	15,000.00
101751	Steve Taylor	122 Ash Ave		Reroof, regutter	10,000.00
101746	Jessica Gibson	1305 N Wisconsin Ave		Fence	6,250.00
101748	Marcelino Garcia	928 N Iowa Ave		Repair exterior wall	2,000.00

OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
101824	Charles & Lori Lux	129 S Ohio Ave	Fence	8,723.92
101823	Ben Royal	1618 Duke Dr	Reroof	17,400.00
101822	City of York	1714 N Lincoln Ave	Lot 3-12, Block 18, New York Addition	Demolish
101820	Katey Jackson	1100 N Lincoln Ave	Reroof	7,000.00
101819	Steven Spady	1127 N Iowa Ave	Reroof, gutters	5,000.00
101821	Jimmy Spahr Family Trust	408 N Grant Ave	Storage Building - non insulated	60,627.00
101753	Greg Woods	805 E 6th St	Reroof, gutters	7,000.00
101754	Greg Woods	723 E 6th St	Reroof, reside, gutters	7,000.00
101730	Michelle Christensen	1130 N East Ave	Supporting basement w/ new footers	5,000.00
101762	Michelle Christensen	1130 N East Ave	Framing	10,000.00
101812	Crawfick Properties	723 N Lincoln Ave	Sign	2,000.00
101818	Ryan VanWormer	603 N Delaware Ave	Fence	3,925.60
				\$3,736,048.72
				Permits Issued: 34

**CITY OF YORK
CASH BALANCES
for the Month of July 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	\$790,962.16	\$8,271,620.18	\$897,293.26	\$9,502,751.08	\$3,244,387.99
	American Rescue Plan Act	\$419,423.09	\$0.00	\$0.00	\$5,805.00	\$182,135.56	\$237,287.53
10-102	Auditorium	\$0.00	\$15,598.00	\$162,510.00	\$9,997.52	\$141,184.25	\$21,325.75
10-103	Park	\$0.00	\$81,778.66	\$659,904.74	\$65,720.29	\$538,970.14	\$120,934.60
10-104	Police	\$49,856.00	\$247,587.94	\$2,504,140.86	\$373,548.60	\$2,510,460.88	\$43,535.98
10-105	Community Center	\$0.00	\$52,959.42	\$663,264.98	\$73,820.86	\$539,385.78	\$123,879.20
10-106	Aquatic Center	\$0.00	\$50,951.93	\$342,039.89	\$101,142.22	\$309,903.95	\$32,135.94
10-110	Senior Center	\$0.00	\$1,886.83	\$18,868.30	\$1,223.50	\$11,095.31	\$7,772.99
10-201	Convention Center	\$0.00	\$57,996.21	\$623,446.99	\$71,986.28	\$448,010.57	\$175,436.42
10-111	Ball Field	\$0.00	\$48,151.87	\$538,877.62	\$73,506.64	\$524,776.27	\$14,101.35
10-112	Museum	\$0.00	\$8,069.75	\$77,497.50	\$6,675.78	\$70,859.36	\$6,638.14
10-113	Soccer Complex	\$0.00	\$17,552.17	\$121,301.94	\$16,244.55	\$120,209.17	\$1,092.77
13	User Fees	\$24,325.51	\$100.00	\$7,490.00	\$290.80	\$6,220.38	\$25,595.13
22	Ambulance	\$50,315.45	\$129,170.38	\$1,768,284.46	\$218,561.24	\$1,627,024.57	\$191,575.34
22	Fire	\$0.00	\$49,270.71	\$537,897.79	\$52,784.91	\$508,891.48	\$29,006.31
23	Capital Projects Sinking	\$430,849.92	\$0.00	\$0.00	\$0.00	\$430,849.92	\$0.00
24	Library	\$0.00	\$64,632.69	\$663,433.43	\$67,813.30	\$587,392.08	\$76,041.35
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	\$284.86	\$334,684.98	\$0.00	\$274,320.67	\$60,364.31
14-148	General Capital - Soccer	\$0.00	\$23.75	\$114,606.50	\$0.00	\$109,574.57	\$5,031.93
14-149	General Capital - Levitt	\$0.00	\$1,385.15	\$3,035,985.30	\$18,700.62	\$2,761,163.05	\$274,822.25
14-221	General Cap - Ambulance	\$0.00	\$9,939.02	\$2,687,236.14	\$183,662.23	\$365,668.41	\$2,321,567.73
14-222	General Capital - Fire	\$0.00	\$9,939.02	\$2,687,236.15	\$183,662.22	\$365,668.37	\$2,321,567.78
	General Balances	\$5,459,599.48	\$1,638,240.52	\$26,040,953.15	\$2,422,439.82	\$22,064,261.34	\$9,436,291.29
11	Keno	\$1,769.47	\$10.67	\$75.68	\$0.00	\$100.00	\$1,745.15
20	Aviation	\$387,357.30	\$27,358.18	\$233,008.84	\$48,209.44	\$416,406.17	\$203,959.97
31	Fire Pension	\$0.00	\$17,912.52	\$182,117.40	\$16,485.94	\$156,919.60	\$25,197.80
30	Police Pension	\$0.00	\$8,617.43	\$89,193.44	\$8,414.15	\$86,393.77	\$2,799.67
32	911 Surcharge	\$45,981.20	\$732.59	\$4,998.05	\$0.00	\$33,370.62	\$17,608.63
33	Health Insurance	\$1,447,364.32	\$148,178.31	\$1,511,547.63	\$82,742.47	\$1,235,291.67	\$1,723,620.28
	Total Tax Funds	\$7,342,071.77	\$1,841,050.22	\$28,061,894.19	\$2,578,291.82	\$23,992,743.17	\$11,411,222.79
50	Street	\$3,585,719.97	\$315,201.18	\$2,828,430.90	\$145,191.90	\$1,930,148.24	\$4,484,002.63
70	Landfill-Cash & Invest	\$3,081,675.95	\$213,778.80	\$1,916,599.18	\$109,883.85	\$1,387,655.77	\$3,610,619.36
	Landfill-Operations	\$112,807.75	\$70,432.39	\$1,042,567.01	\$70,432.39	\$1,042,567.01	\$112,807.75
	Landfill-Debt Service	\$186,690.00	\$39,451.46	\$345,088.76	\$29,208.75	\$324,278.75	\$207,500.01
78	Old Landfill Closure	\$12,452.10	\$0.00	\$477.16	\$0.00	\$0.00	\$12,929.26
79	Landfill Post Closure	\$2,774,357.38	\$0.00	\$386,195.71	\$0.00	\$0.00	\$3,160,553.09
	C&D Site Closure/Post Closu	\$216,894.57	\$0.00	\$32,421.74	\$0.00	\$0.00	\$249,316.31
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	\$ 638,863.83	\$ 6,551,780.46	\$ 354,716.89	\$ 4,684,649.77	\$ 11,727,149.13
12	CDBG Revolving Loan	\$176,083.31	\$19.64	\$485.36	\$962.81	\$86,684.26	\$89,884.41
12	Housing Grant - Federal Func	\$67,223.15	\$8.46	\$93,750.56	\$0.00	\$37,834.61	\$123,139.10
12	Buy Rehab Sell	\$166,047.84	\$38.46	\$5,897.84	\$0.00	\$3,593.85	\$168,351.83
18	Creative District	\$0.00	\$50.97	\$10,342.95	\$0.00	\$2,000.00	\$8,342.95
60	Federal Proj (Blackburn Br)	(\$7,179.54)	\$1,462.95	\$234,610.59	\$24,765.63	\$263,909.69	(\$36,478.64)
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	\$180,000.00	\$6,786.00	\$1,580,820.05	\$253,259.21
19-192	Land Acq - Indust. Park	\$2,148,085.33	\$1,803.91	\$56,551.03	\$4,300.00	\$2,002,715.80	\$201,920.56
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	\$87,205.03	\$870,741.64	\$0.00	\$1,069,693.75	\$570,065.46
40	Total TIF Funds	\$423,287.18	\$2,729.94	\$109,105.52	\$0.00	\$85,484.52	\$446,908.18
	Total Misc. Funds	\$ 5,471,192.34	\$ 93,319.36	\$ 1,561,485.49	\$ 36,814.44	\$ 5,132,736.53	\$ 1,899,941.30
	Total All Funds	\$ 22,673,282.55	\$ 2,573,233.41	\$ 36,175,160.14	\$ 2,969,823.15	\$ 33,810,129.47	\$ 25,038,313.22

LB 357 Cash Available	(from Page 2)	\$2,176,045.91
Wastewater Cash Available	(from Page 3)	\$4,611,033.20
Water Cash Available	(from Page 3)	\$9,801,809.61
		\$ 41,627,201.94

City of York
LB 357 Funds Summary

	30-Jun-24	31-Jul-24
LB 357 Funds Allocation		
Cash Balance	\$16,884,857.74	\$17,044,399.85
Less: Quiet Zone	(\$1,496,028.97)	(\$1,496,028.97)
School-Owned Properties	(\$1,116,730.34)	(\$1,116,730.34)
Ball Field	(\$9,939,259.91)	(\$9,939,259.91)
City-Owned Properties	(\$2,316,334.72)	(\$2,316,334.72)
Total Cash Available	\$2,016,503.80	\$2,176,045.91
Less Restricted Funds		
Debt Service	(\$723,682.97)	(\$723,682.97)
Debt Service Reserve	\$0.00	\$0.00
Total LB 357 Funds	\$1,292,820.83	\$1,452,362.94

City of York Public Works Summary

	30-Jun-24	31-Jul-24
Wastewater		
Cash Balance	\$4,413,151.30	\$4,611,033.20
Less: Construction Fund	\$0.00	\$0.00
Total Cash Available	\$4,413,151.30	\$4,611,033.20
Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	(\$0.04)	(\$121,939.28)
Debt Service Reserve	\$0.00	\$0.00
Renewal & Replacement	\$0.00	\$0.00
Total Unrestricted Funds	\$4,413,151.26	\$4,489,093.92
Water		
Cash Balance	\$8,725,108.27	\$8,875,387.79
Less: Construction Fund	(\$314,043.90)	(\$314,043.90)
Add: Farm Management Acct	\$1,244,667.93	\$1,240,465.72
Total Cash Available	\$9,655,732.30	\$9,801,809.61
Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	(\$0.03)	(\$59,925.31)
Debt Service Reserve	(\$266,500.00)	(\$266,500.00)
Total Unrestricted Funds	\$9,389,232.27	\$9,475,384.30

City of York
for the Month of July 2024

Auditors Grouping	Total Amount	Restricted or Assigned	Unrestricted	Notes
10 General:				
General	\$3,244,387.99	29,809.30	\$3,214,578.69	Restricted - YCF (Parks, Police) & Police Memorial Fund
ARP Act \$	\$237,287.53	\$237,287.53	\$0.00	Restricted grant money
Senior Center	\$7,772.99		\$7,772.99	
Police	\$43,535.98	\$49,856.00	(\$6,320.02)	Restricted - Federal equitable sharing money
Community Center	\$123,879.20		\$123,879.20	
Park	\$120,934.60	\$51,100.00	\$69,834.60	Mincks Park splash pad donations & grants
Auditorium	\$21,325.75		\$21,325.75	
Convention Center	\$175,436.42		\$175,436.42	
Aquatic Center	\$32,135.94		\$32,135.94	
Ball Park	\$14,101.35		\$14,101.35	
Museum	\$6,638.14		\$6,638.14	
Soccer Complex	\$1,092.77		\$1,092.77	
Total	\$4,028,528.66	\$368,052.83	\$3,660,475.83	
13 User Fees	\$25,595.13		\$25,595.13	
14 General Capital Projects	\$5,085,544.50	\$5,085,544.50		Hail claims, bonded projects - Fire Station & Parks
22 Fire/EMS	\$220,581.65	\$42,576.55	\$178,005.10	Restricted - York Community Foundation
24 Library	\$76,041.35		\$76,041.35	
30 Police Pension	\$2,799.67		\$2,799.67	
31 Fire Pension	\$25,197.80		\$25,197.80	
Total General	\$9,464,288.76	\$5,496,173.88	\$3,968,114.88	
50 Street	\$4,484,002.63	\$4,484,002.63		
20 Aviation	\$203,959.97	\$203,959.97		
16 Debt Service	\$570,065.46	\$570,065.46		
15 LB 357	\$2,176,045.91	\$2,176,045.91		
23 Capital Projects Sinking	\$0.00	\$0.00		
60 Capital Projects	\$202,405.89	\$202,405.89		
12 CDBG	\$381,375.34	\$381,375.34		
18 Creative District	\$8,342.95	\$8,342.95		
11 Keno	\$1,745.15	\$1,745.15		
19 Sinking	\$290,843.48	\$290,843.48		
32 E911	\$17,608.63	\$17,608.63		
40 TIF	\$446,908.18	\$446,908.18		
Total Governmental	\$18,247,592.35	\$14,279,477.47	\$3,968,114.88	
70 Landfill:				
Landfill	\$3,610,619.36		\$3,610,619.36	
Landfill-Operations	\$112,807.75	\$112,807.75		Bond Requirements
Landfill-Debt Service	\$207,500.01	\$207,500.01		Bond Requirements
Old Landfill Closure	\$12,929.26	\$12,929.26		
Landfill Closure/Post	\$3,160,553.09	\$3,160,553.09		
C&D Site Closure/Post	\$249,316.31	\$249,316.31		
Construction	(\$110,579.28)		(\$110,579.28)	
Total Landfill	\$7,243,146.50	\$3,743,106.42	\$3,500,040.08	
80 Wastewater	\$4,611,033.20	\$121,939.28	\$4,489,093.92	Bond Requirements
90 Water	\$9,801,809.61	\$326,425.31	\$9,475,384.30	Bond Requirements
Total Enterprise	\$21,655,989.31	\$4,191,471.01	\$17,464,518.30	
33 Health Insurance	\$1,723,620.28	\$1,723,620.28		Assigned for insurance claims needs
Total City	\$41,627,201.94	\$20,194,568.76	\$21,432,633.18	

GARNER 2nd SUBDIVISION

ALL OF LOT 1, GARNER SUBDIVISION & A PART OF IRREGULAR TRACT #3
Pt. SW 1/4, SECTION 4 - T10N - R2W,
YORK COUNTY, NEBRASKA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Rickey G. Garner and Kimberly A. Garner, owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "GARNER 2nd SUBDIVISION", as shown on the accompanying plat thereof, and do hereby dedicate the streets as shown thereon to the public for their use forever, and the easements, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that foregoing subdivision as more particularly described in the description as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

IN WITNESS WHEREOF, I have affixed my signature hereto at York, Nebraska, this 26 day of June, 2024.

Rickey G. Garner
Rickey G. Garner

Kimberly A. Garner
Kimberly A. Garner

APPROVAL OF THE PUBLIC WORKS DIRECTOR

This plat is hereby approved and accepted by the Director of Public Works of York, Nebraska on this _____ day of _____, 20____.

Director of Public Works

PLANNING COMMISSION APPROVAL

This plat of 'GARNER 2nd SUBDIVISION' was approved by the City Planning Commission of the City of York, York County, Nebraska on this _____ day of _____, 20____.

Commission Chairman

CITY COUNCIL ACCEPTANCE

This plat of 'GARNER 2nd SUBDIVISION' was approved and accepted by the City Council of the City of York, Nebraska on this _____ day of _____, 20____.

Mayor

City Clerk (Seal)

ACKNOWLEDGEMENT

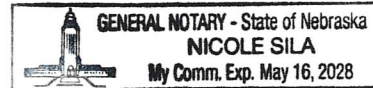
State of Nebraska
County of York

On the 26 day of June, 2024 before me Nicole Sila, a Notary Public within and for said County, personally appeared Rickey G. Garner and Kimberly A. Garner, to me personally known to be the identical person whose signature is affixed hereto, and that they did acknowledge the execution thereof to be their voluntary act and deed, and that they are empowered to make the above dedication for and in behalf of said "GARNER 2nd SUBDIVISION", an addition to the City of York, York County, Nebraska.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal at York, Nebraska, on the date last above written.

My commission expires _____

Nicole Sila
Notary Public



DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Jack L. Garner and Rickey G. Garner, trustees of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "GARNER 2nd SUBDIVISION", as shown on the accompanying plat thereof, and do hereby dedicate the streets as shown thereon to the public for their use forever, and the easements, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that foregoing subdivision as more particularly described in the description as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

IN WITNESS WHEREOF, I have affixed my signature hereto at York, Nebraska, this 26 day of June, 2024.

Jack L. Garner
Jack L. Garner, Trustee

Rickey G. Garner
Rickey G. Garner, Trustee

COUNTY TREASURERS CERTIFICATE

I hereby certify that on this 26th day of June, 2024, the records of my office show no taxes due or delinquent upon the property described in the Legal Description on this plat.

Michelle Steiger
County Treasurer



ACKNOWLEDGEMENT

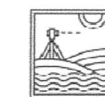
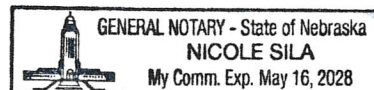
State of Nebraska
County of York

On the 26 day of June, 2024 before me Nicole Sila, a Notary Public within and for said County, personally appeared Jack L. Garner and Rickey G. Garner, to me personally known to be the identical person whose signature is affixed hereto, and that they did acknowledge the execution thereof to be their voluntary act and deed, and that they are empowered to make the above dedication for and in behalf of said "GARNER 2nd SUBDIVISION", an addition to the City of York, York County, Nebraska.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal at York, Nebraska, on the date last above written.

My commission expires _____

Nicole Sila
Notary Public



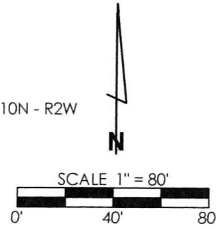
JASNOWSKI
SURVEYING LLC

PROJECT NUMBER 24-LS-57 - DATE 05/14/2024
DRAWN BY E.A.J. - CHECKED BY E.B.J.
1205 1st STREET, AURORA, NE 68818
PHONE 402-694-8703 - EMAIL ejasnowski@gmail.com
PAGE 2 OF 2

GARNER 2nd SUBDIVISION

ALL OF LOT 1, GARNER SUBDIVISION & A PART OF IRREGULAR TRACT #3
Pt. SW¼, SECTION 4 - T10N - R2W,
YORK COUNTY, NEBRASKA

- LEGEND**
- M = MEASURED DISTANCE
 - P = PLATTED DISTANCE (GARNER SUB.)
 - R = RECORDED DISTANCE LS #673 SURVEY (12/18/2017)
 - P.O.B. = POINT OF BEGINNING
 - X = COMPUTED POINT
 - = ¾" REBAR w/ LS #776 PLASTIC CAP PLACED
 - = FOUND 1" IRON PIPE
 - = FOUND ½" PINCHED TOP IRON PIPE



SURVEYOR'S NOTES

- BEARINGS ARE BASED ON THE YORK COUNTY LOW DISTORTION PROJECTION.
- ALL DISTANCES SHOWN ARE REPRESENTED AS GROUND DISTANCES AND IN INTERNATIONAL FEET.

CORNER TIES

W1/16 COR. SW¼, SEC. 4 - T10N - R2W
FOUND 1" IRON PIPE
32.07' E to NAIL IN TELE. GUARD POST
33.04' W to NAIL IN POWER POLE
55.88' NW to MAG NAIL w/ LS #776 WASHER
IN N. END OF CMP

SW COR. SW¼, SEC. 4 - T10N - R2W
FOUND NAIL UNDER ASPHALT PATCH
47.02' SE to ¾" REBAR w/ LS #673 PLASTIC CAP
46.47' NE to TOP CENTER OF GRADER BLADE
50.67' NW to TOP CENTER OF PIPE (CORNER FENCE POST)

SE COR. SW¼, SEC. 4 - T10N - R2W
FOUND 2" AXLE
33.97' NNW to NAIL w/ DISK IN FENCE POST
34.34' NNE to NAIL w/ DISK IN FENCE POST
84.35' NE to NAIL w/ DISK IN POWER POLE
40.00' SW to ¾" REBAR w/ PLASTIC 'RM' CAP

LEGAL DESCRIPTION

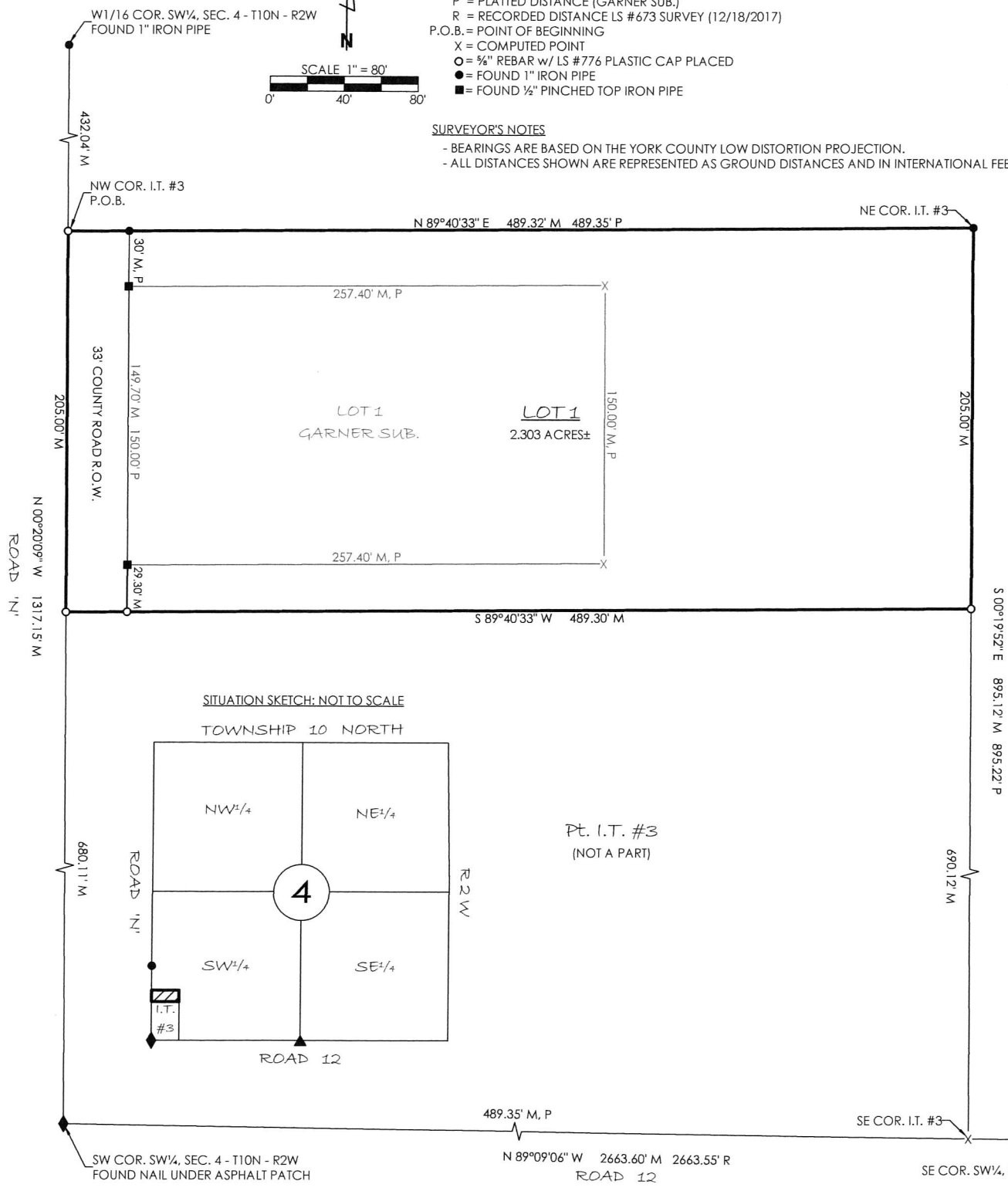
A tract of land comprising of all of Lot One (1), Garner Subdivision AND a part of Irregular Tract #3 located in a part of the Southwest Quarter (SW¼), Section Four (4), Township Ten (10) North, Range Two (2) West of the 6th P.M., York County, Nebraska. More particularly described as follows:
Beginning at the northwest corner of said Irregular Tract #3; thence N 89°40'33" E on and upon the north line of said Irregular Tract #3 a distance of 489.32 feet to the northeast corner of said Irregular Tract #3; thence S 00°19'52" E on and upon the east line of said Irregular Tract #3 a distance of 205.00 feet; thence S 89°40'33" W and parallel with the north line of said Irregular Tract #3 a distance of 489.30 feet to a point on the west line of said SW¼; thence N 00°20'09" W on and upon the west line of said SW¼ a distance of 205.00 feet to the Point of Beginning. Said tract contains 2.303 acres more or less, of which 0.155 acres are occupied by County Road right-of-way. Said tract shall know be known as "GARNER 2nd SUBDIVISION".

SURVEYOR'S CERTIFICATE

I, Evan A. Jasnowski, Nebraska Registered Land Surveyor #776, duly registered under the Land Surveyor's Regulation Act, do hereby state that at the request of Rick Garner, I have caused to be made 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 Minimum Standards for Surveys in effect at the time of this survey.

Evan A. Jasnowski
Evan A. Jasnowski

05/14/2024
Date



PROJECT NUMBER 24-LS-57 - DATE 05/14/2024
DRAWN BY E.A.J. - CHECKED BY E.D.J.
1205 1st STREET, AURORA, NE 68818
PHONE 402-694-8703 - EMAIL ejasnowski@gmail.com
PAGE 1 OF 2

JASNOWSKI
SURVEYING LLC

Date Filed: 7.8.2024

APPLICATION FOR SPECIAL USE PERMIT

Comes now the petitioner Hope Gospel Rescue Mission and
hereby submits this application for a Shelter & mission
and for further representation indicates as follows:

(1) Legal Description of Real Estate:

Lot ONE (1) in Reetz Subdivision, a part of the City
of York, in York County Nebraska

(2) Application is hereby requested for the purpose of providing food, shelter,
clothing and other helpful services to the hurting
and homeless

(3) Petitioner hereby agrees to comply with all existing zoning and building regulations of the City of York.

(4) Petition is the owner of the above described real estate.

(5) Declaration of Restrictions: Petitioner further agrees that if the special use permit is granted, the property will be used only for the use specified in the application. Additionally, should the use be abandoned, discontinued or changed, any subsequent use will conform with City of York zoning regulations.

LORNE BERGEN

Petitioner

- (1) This form must be accompanied by a check in the amount of \$35.00
- (2) This form must be filed fifteen (15) days before the Planning Commission meeting
- (3) This form must be accompanied by all items called for in the provisions for Special Use Permits as outlined in the York Municipal Code



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

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

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

August 9, 2024

City of York
PO Box 276
York, NE 68467

Attn: Brandon

RE: Estimate for Well 09-02 Rehabilitation

Labor to pull and set pump	\$9,500.00
250'- 8" column pipe	\$17,192.00
25- 8" bearing retainers with Vesconite bearings	\$9,125.00
Rework discharge head	\$1,125.00
25- 1 1/2" x 1 11/16" stainless steel lineshaft sleeves	\$3,564.00
1- 5-stage 11SA Sargent bowl assembly	\$10,662.00
2- Water level probes with digital display	\$15,366.00
1- Video survey	\$2,075.00
1- Sonar jet treatment	\$5,304.00
1- Muriatic acid treatment	\$4,450.00
1- Sodium hypochlorite treatment	\$2,675.00
Labor to surge, bail and test pump well	\$3,700.00
Total (does not include applicable sales tax)	\$84,738.00

NOTE: Any other parts would be extra.

Please call with any questions.

Thank You,

A handwritten signature in black ink, appearing to read "Ivan Mumm".

Ivan Mumm,
Technician

IM/ah

Quote is good for 30 days

Fee Estimate
Design Services
York Replacement 4 inch Watermain Project

Description	Estimated Quantity	Unit Price	Amount
Design			
Project Management			
Senior Project Manager	10.0 hr.	\$ 224.00 /hr.	\$ 2,240.00
Progress Meetings	8.0 hr.	\$ 224.00 hr	\$ 1,792.00
Study Phase			
Senior Project Manager	4.0 hr.	\$ 224.00 hr	\$ 896.00
Project Manger II	8.0 hr.	\$ 196.00 hr	\$ 1,568.00
Survey (Surveyor)	140 hr	\$ 112.00 hr	\$ 15,680.00
Survey (Senior Surveyor)	26 hr	\$ 125.00 hr	\$ 3,250.00
Geotechnical (bsaed on York previous projects)			
Project Manger II	8.0 hr.	\$ 196.00 hr	\$ 1,568.00
Design (60%, 90%, 100%)			
Senior Project Manager	8.0 hr.	\$ 224.00 /hr.	\$ 1,792.00
Project Manger II	40.0 hr.	\$ 196.00 /hr.	\$ 7,840.00
Senior Techical Specialist	112.0 hr.	\$ 153.00 /hr.	\$ 17,136.00
Senior Technician	40.0 hr.	\$ 112.00 hr	\$ 4,480.00
Permitting NDEE, NPDES Dewatering and Cost Estimates			
Senior Project Manager	4.0 hr.	\$ 224.00 /hr.	\$ 896.00
Project Manger II	16.0 hr.	\$ 196.00 /hr.	\$ 3,136.00
Senior Technician	8.0 hr.	\$ 112.00 hr	\$ 896.00
Bidding			
Senior Project Manager	12.0 hr.	\$ 224.00 /hr.	\$ 2,688.00
Senior Technician	8.0 hr.	\$ 112.00 /hr.	\$ 896.00
Design Services Lump Sum :	452		\$ 66,754



825 "M" Street, Suite 100
Lincoln, NE 68508-2958
www.benesch.com
P 402-479-2200
F 402-479-2276

REQUEST FOR PROPOSALS FOR

"Engineer Replacement of 4-inch Potable water main"

SUBMITTAL DUE DATE: 7/31/2024 at 2:00 PM

PROPOSALS MUST BE MAILED OR DELIVERED TO:

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

Please mark your envelope "Engineer Replacement of 4-inch Potable water main"

EIN/SSN (Required) 36-2407363

Federal I.D. Number

COMPANY NAME Benesch

ADDRESS: 825 M Street, Suite 100

CITY/STATE/ZIP Lincoln, NE 68508-2958

PHONE 402-479-2276

PRINTED NAME Anthony Dirks

AUTHORIZED SIGNATURE *Anthony Dirks*

TITLE Senior Vice President EMAIL ADirks@benesch.com

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

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

Brandon Osentowski, Water Superintendent, BOsentowski@cityofyork.net

Questions must be submitted no later than 7/16/2024. Questions submitted after that date will not be considered. Brandon will review question and provide feedback by 7/19/2024.

Benesch's Lump Sum Fee: \$66,754



PROJECT NAME

City of York, Nebraska
Water Main Replacement

PRIME CONSULTANT

Benesch
825 M St.
Lincoln, NE 68508
www.benesch.com
P 402-479-2200

LOCAL OFFICE LOCATIONS

Bellevue
Grand Island
Lincoln
Omaha

PROJECT CONTACT

Terry Brown
Project Manager
P 308-646-3381
E tbrown@benesch.com

WHAT'S INSIDE

Firm Description and Capabilities.....	3
Understanding and Approach	4
Staffing and Qualifications.....	6
Project Experience.....	8

July 31, 2024

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

Re: **Engineer Replacement of 4-inch Potable Water Main**

Dear Members of the Selection Committee:

The City of York requires an engineering firm with a complete understanding of geotechnical, design, and bidding services for location and sizing of potable water main replacement. Our experience in managing and delivering multi-disciplined efforts related to infrastructure improvements in addition to our knowledge of and experience with the City makes Benesch the ideal solution. We look forward to building upon our trusted relationship established with you.

Benesch offers the City numerous advantages which will lead you to successful projects.

YORK COMMITMENT - Benesch is grateful for past opportunities to serve the City of York and has made significant investments in the area, like providing City Engineering services during the Public Works Director vacancy. With our team's staff located within 50 miles of York in our Lincoln and Grand Island offices, including our construction staff who call York their home, we are in a prime position to serve the City's needs and respond efficiently to any project need. This responsiveness yields operational and communication efficiencies that ultimately save time and money.

WATER MAIN REPLACEMENT EXPERTISE - The Benesch Team has an extensive history with water main replacement projects. We have been involved in York's largest water main project (Lincoln Avenue Water Main Replacement) as well as creating the defining symbol of the City with the York Water Tower. Project Manager Terry Brown has constructed a staff of water/wastewater experts, while also being a water main subject matter expert himself. Our wealth of experience allows us to be efficient, identify and address problems and deliver an excellent final product.

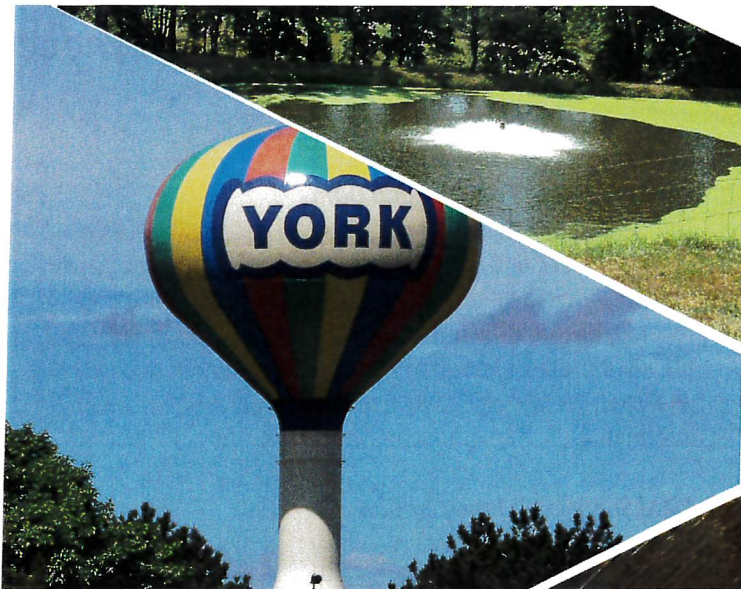
FULL-SERVICE EFFICIENCY - Benesch is your one-stop shop for all of your project goals. We are adept at understanding your project's unique needs, identifying efficient, community-centered project designs, and looking out for your best interests by committing the necessary time and resources to reach project timelines and requirements. With ample resources and availability, the Benesch team is prepared to deliver what you need when you need it.

The City of York is one of our primary municipal clients in Greater Nebraska. All Benesch services will be led locally with full collaboration and support with our Midwest offices. As our relationship with the City is of great value to us, we eagerly await another opportunity to assist with your projects. Please do not hesitate to contact me with any questions you may have regarding our proposal. Thank you in advance for your consideration.

Sincerely,

Terry Brown, PE
Project Manager

Anthony Dirks, PE
Principal-in-Charge



VALUE FOCUSED.
COMMUNITY MINDED.
QUALITY DRIVEN.

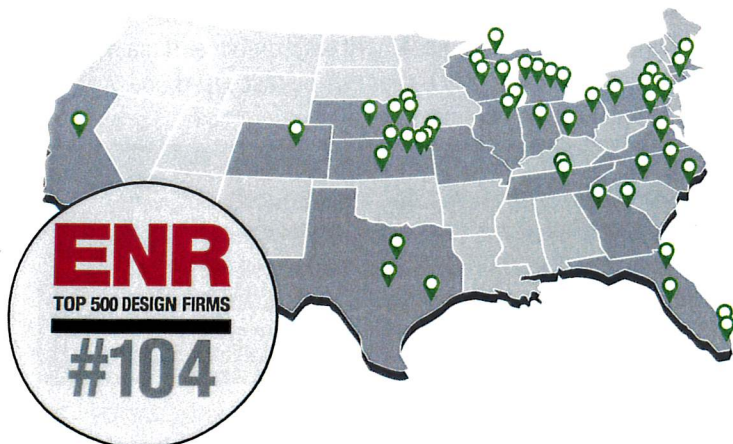
Serving a broad range of markets, Benesch is committed to enhancing infrastructure and communities across the country.

Roads, bridges, schools, parks and airports are just a few examples of where you can find our work. Through planning, engineering and design, we create spaces and provide connections in ways that make a difference. We exercise innovation whenever possible and resist relying on how things have been done before.

In addition to our five Nebraska offices, we have locations and specialized expertise across the US. We routinely tap into our firm's multidisciplinary expertise to support clients as needed. We turn our nationwide capacity and expertise into high-value solutions for local infrastructure challenges.

Today, we are ranked among the Top 500 Design Firms in the country by *Engineering News-Record*.

1,100+ EMPLOYEES | 50 LOCATIONS | 20 STATES | 1 TEAM



WHAT WE DO



Environmental & Water

Potable Water | Stormwater | Wastewater



Transportation

Aviation | Bridges | Railroads | Roads | Transit



Community Development

Civil/Site | Planning | Facilities | Parks & Recreation

SERVICES

Alternate Delivery | Asset Management | CE&I | Design Feasibility/Environmental Studies | Geotechnical Inspection | Landscape Architecture | Master Planning MEP | Operational Analysis | Planning | Program Management | Public Involvement | Public Finance | Survey Traffic & Safety | Value Methodology

140+

Employees in Nebraska



CAPACITY

Our corporate philosophy is based on not making commitments we cannot fulfill. Our project team is ready and able to commit the necessary time and resources needed to meet or exceed project timelines and requirements to keep the project on schedule and budget. We maintain a current database of all staffing commitments to ensure we do not over-commit. The Benesch team is prepared to deliver what you need, when you need it.



Exhibit A: Lincoln Avenue Water Main replacement

PROJECT UNDERSTANDING

The project consists of engineering design for replacement of 4,731 linear feet of four-inch potable water main located in the following locations: Blackburn Avenue (10th to 14th Streets), York Ave (6th to 9th Streets), 10th Street (Elmer Avenue to Florida Avenue), and Florida Avenue (10th to 9th Streets). The intended location of the replacement water main will be outside of pavement with new service lines connecting the new water main to the existing curb stops. Replacement of existing brick and asphalt streets will be constructed with a concrete replacement.

PROPOSED SCOPE OF SERVICES

PROJECT INITIATION

Project Concept/Finalize Scope of Services Meeting

Prior to execution of a contract for professional services, our project manager, Terry Brown, and other representatives of our team will meet with city staff to review and affirm the scope of services to be provided, obtain further background information, discuss the goals and expectations for a successful project, and further define and adjust the tentative schedule for completion.

Contractual Agreement

Based on the discussions and negotiations in the project concept meeting, a proposed agreement for professional services will be presented for approval. The agreement will positively define the scope of services to be provided, fees, completion of schedules, insurance requirements, engineer and owner responsibilities, and other contractual matters.



Exhibit B: Lincoln Avenue Water Main replacement

STUDY PHASE SERVICES

Review Existing Facilities and Data

The next step in the planning and study process will be to collect, review, and evaluate records pertaining to the sewer system, water location, flow rates and pressure operating records. Record drawings of existing facilities, existing maps, previous studies and reports, and other pertinent data will be analyzed. We will also review our own archived files for any information.

Field Survey and Investigation

Benesch will proceed with the collection of any field data necessary to study, evaluate, and design the water main. The existing four-inch water main and structures shall be located, depth of existing sewer mains determined, and all necessary topographic data will be collected to establish elevations, surface features, encroachments, other existing utilities, and obstructions located within the project areas. Surveying of water main locations will be limited to what can be ascertained from above-ground locating methods, such as visual observation and location of structures by magnetic locators.

Water Main Pressure Analysis

Projected water flows will account for population growth and any expected residential, commercial, and industrial growth will be utilized to size the replacement water main. Benesch had done an initial review of the water system and would recommend a minimum 8-inch water main to provide ultimate water flow rates.

Geotechnical Investigation

Benesch will conduct a subsurface soil investigation for new water main construction and potential boring activities, and any soil-related constructability issues. Benesch will bring our decades-worth of soil experience on recent city projects to assist in soils evaluations.

DESIGN PHASE SERVICES

Design Initiation Meeting

Terry Brown will direct an initial design meeting with representatives of the City. At this meeting, sizing and approximate location of replacement water main and materials of construction and security issues will be discussed and decided upon on a preliminary basis.

Project Manager Terry Brown brings unparalleled precision to this project, ensuring accurate data and seamless coordination with the project team. His visionary approach anticipates challenges and devises innovative solutions, making him the trusted leader for this endeavor.

Prepare 60% Design Drawings

The team will prepare 60% design completion drawings from the Benesch team. These plans will incorporate any findings and recommendations from the soil's investigation of the project.

60% Progress Review Meeting

Terry Brown will direct a 60% design meeting with representatives of the city. The meeting will identify any issues of concern and discuss alternatives to consider.

Prepare 90% Design Drawings and Technical Specifications

The team will prepare 90% design completion drawings following AWWA, Standards for Water Works and City of York standards incorporating any revisions and additions from the progress review meeting. We will also provide an updated cost estimate, phasing options, and materials review.

Quality Control Review

Benesch will conduct an internal quality control and quality assurance review under the direction of the QA/QC to minimize potential field modifications and change orders.

Quality does not happen by accident. Our firm is committed to it and work hard at it. Benesch's reputation is based upon the delivery of high-quality products. The Benesch's PQMP program establishes, shapes and ensures quality control and quality assurance for every service we provide.

90% Progress Review Meeting

The Benesch team will prepare 90% design completion drawings incorporating any revisions and additions from the progress review meeting. An updated cost estimate, phasing options and materials review will be provided.

SWPPP and NDEE Permits

The Benesch team will provide the SWPPP for the project for execution by the contractor. Benesch will also submit the plans and specifications to NDEE for initial review and for drinking water construction permitting.

100% Plan, Specification & Estimate (PS&E)

Benesch will prepare 100% final drawings, specifications, and cost estimate for use in the city's approval process, bidding, and regulatory review. This submittal will include any city requested revisions or additions based on previous meetings. Final drawings will be delivered in both PDF and AutoCAD format. Design calculations will also be submitted to the City as part of the deliverables on completion of the design phase.

Regulatory Review Submittal

Benesch will submit the required information to the Nebraska Department of Environmental Quality for thorough review and approval to obtain a construction permit.

LETTING PHASE SERVICES

Invitation for Bids

Benesch will distribute the Invitation to Bid to the City for publication in the York Times and for our own use in sharing with local and regional contractors and contractor services.

Answer Questions and Prepare Addenda

Terry Brown will address inquiries from contractors and suppliers. If necessary, addenda will be prepared, reviewed with the City and distributed to all relevant parties.

Receive and Evaluate Bids

Tony Dirks, project principal and Terry Brown, project manager, will attend the bid opening at the City office. All bids will be reviewed, evaluated and any inconsistencies or concerns will be noted and addressed. A bid tabulation will be prepared and forwarded to the City and bidding contractors.

Contract Award

Terry Brown will attend the City council meeting scheduled to award the bid. Prepare contract documents, notice of award, notice to proceed, agreements, bonds and insurance.

CONSTRUCTION PHASE SERVICES

Construction services to be amended to the project would include items such as:

- Pre-construction conference
- Review contractor submittals
- Review contractors pay requests and change orders
- Conduct progress meetings
- Project observation and testing
- Start-up and operation and maintenance manuals
- Project close out
- Record drawings
- 11-month warranty review

PROJECT SCHEDULE

TASK	2024				2025					
	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Kick-Off Meeting	●									
Study Phase	■									
Design Phase			■							
Bid Letting/Const*							■			

*Depending on the City's bid schedule and ROW acquisition

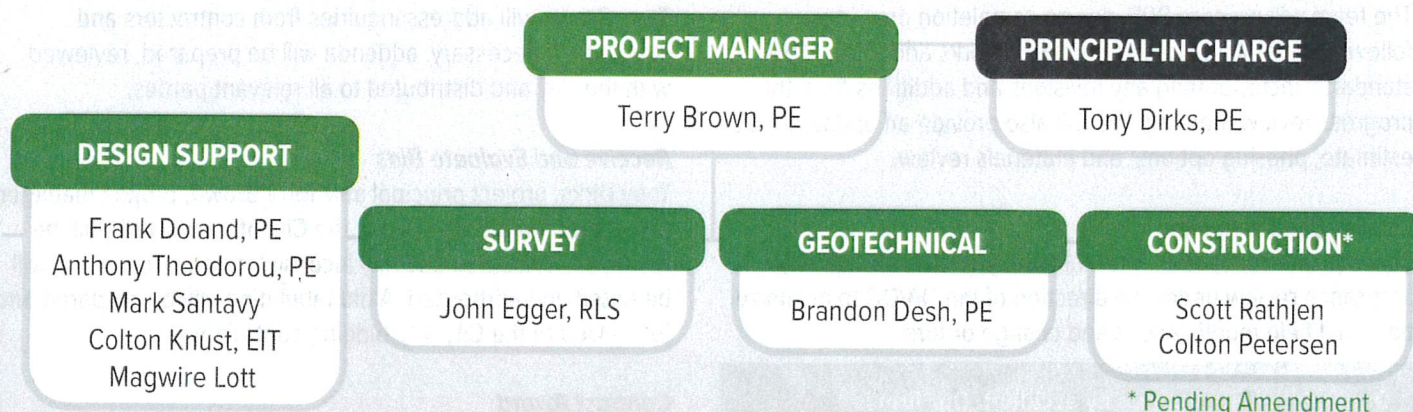
PROJECT TEAM AND ORGANIZATIONAL STRUCTURE

The right team can determine the success of any project, which means it is essential to find the right partner. The committed Benesch team includes individuals experienced in completing similar projects, ensuring their presence from start to finish. Our additional bench strength allows us to properly staff projects, from concept studies to full design services, meeting the City's requirements. We invest heavily to provide the capacity and capability necessary for successful project delivery.



EXISTING & FUTURE WORKLOAD

Our team is fully equipped and prepared to execute projects for the City. We employ a proactive approach, utilizing a comprehensive staffing database to ensure readiness before proposal submission. With versatile bench strength, we can efficiently manage various construction support requirements and support multiple projects concurrently, aligning with existing and future workloads.



TERRY BROWN, PE | Project Manager

Terry brings 34 years of engineering experience, specializing in civil, municipal, and roadway design. His role involves managing project budgets, schedules, and workflow, ensuring timely delivery of deliverables to the City. Terry oversees design preparation, design checks and ensures compliance with City requirements. Terry has an extensive water/waste background both as a city employee and previous consulting firms with numerous lift station projects.

Project Examples

- City of York, NE - Lincoln Ave. Water Main Replacement
- City of York, NE - 22'/23' Street Bond Project
- City of Grand Island, NE - JBS Connector Trail
- City of Grand Island, NE - Sanitary Sewer District 544



TONY DIRKS, PE | Principal-In-Charge

Tony is a Senior Vice President for Benesch, responsible for design and management of transportation-related public works projects. His field experience comes from performing essentially all functions relating to preliminary survey, construction inspection, construction staking, construction engineering, project management and contract administration for roadway projects.

Project Examples

- City of York, NE - York Water Reclamation Facility
- City of York, NE - York Ball Field Complex
- City of Lincoln, NE - Old Cheney Road 40th to Highway 2 Pavement Rehabilitation

AMPLIFYING OUR CAPABILITIES

As part of our commitment to delivering unparalleled service, we have added seasoned experts in Water/Wastewater and can seamlessly add construction phase services via amendment.

KEY PERSONNEL SUMMARY

The right team can determine the success of any project, which means it is essential to find the right partner. Benesch has worked with the City on several occasions, allowing our staff to become familiar with your ambitions to improve the livelihood of the community.



FRANK DOLAND, PE | Design Lead

Frank is an experienced project manager and engineer specializing in water main replacements. He oversees utility design projects, including waterlines and sewers. With a deep understanding from a utility owner's perspective, Frank will create designs that address challenges faced during this project.



ANTHONY THEODOROU, PE | Design

Anthony is a seasoned wastewater expert with a wealth of experience spanning small to complex rehabilitation projects, with expertise in water main replacement projects. As a recent addition to Benesch, he brings added capabilities and capacity to the project.



MARK SANTAVY | Design

Mark is an accomplished engineering expert with 29 years of experience in civil design and development of municipal, commercial, industrial and residential engineering practices. Mark's technical proficiency will lend to this project



COLTON KNUST, EIT | Design

Colton is an engineer specializing in inspection services. Colton has worked on a variety of construction projects across Greater Nebraska, including water main inspection and replacement.



MAGWIRE LOTT | Design

Magwire is an engineer specializing in civil design of industrial and commercial development. Magwire has worked on numerous projects in and around the state of Nebraska, including water main design, storm sewer design, and sanitary sewer design.



SCOTT RATHJEN | Construction

Scott is a Senior Construction Manager with over 30 years of experience, including a rich history of leading Construction Representation for water main improvements and reconstruction.



COLTON PETERSON | Construction

Colton is an experienced Designer responsible for planning, design, bidding, and construction observation services for civil projects, including water main. He regularly provides construction inspection and material sampling/testing.

Project Examples

- City of York, NE - Lincoln Ave. Water Main
- City of Lincoln, NE - West Haymarket Development Improvements
- City of Lincoln, NE - S. Folsom Court Water Main Design
- City of Lincoln, NE Water Main Replacement, Airport Rail Center

Project Examples

- City of New Baltimore, MI - Stormwater, Wastewater and Asset Management (SAW) Grant (MS4 Permit)*
 - City of New Baltimore, MI - Wastewater Treatment Plant Biosolids Processing Facility*
 - St. Clair River Authority, MI - Water Main Replacement*
- * Completed prior to joining Benesch

Project Examples

- East China Township, MI - 5-Mile Trunk Line Main Replacement and Service*
 - Cottrellville Township, MI. - 7-Mile of Proposed Trunk Line Water Main*
- * Completed prior to joining Benesch

Project Examples

- City of York, NE - Lincoln Avenue Water Main
- City of Lincoln, NE - State Capitol Geothermal Well
- City of Hallam, NE - Monolith Olive Creek Plant

Project Examples

- City of Lincoln, NE - 98th Street Water Main Design
- City of Lincoln, NE - Tectonic Duncan Lincoln Hangar
- City of Lincoln, NE - Wilkinson Development Fat Dogs

Project Examples

- City of Lincoln, NE - 14th Street, Oak Street and Vine Street Cured-In-Place-Pipe (CIPP) Water Main Improvements
- City of Lincoln, NE - Mohawk Street & Stonecliffe Drive CIPP Water Main Reconstruction

Project Examples

- City of York, NE - 22'/23' Concrete Reconstruction
- City of York, NE - ADA Ramp Reconstruction
- City of York, NE - Chip Seal Project



BRANDON DESH, PE | Geotech

Brandon manages Benesch’s subsurface exploration work and is responsible for soils evaluations and engineering studies related to structure foundations, embankments and flexible and rigid pavements. He will employ a range of soils sampling, drilling, and in-situ testing programs to provide key data on the project.



JOHN EGGER, RLS | Survey

John is a Registered Land Surveyor in Nebraska who oversees all surveying and construction staking activities on Benesch Projects. He is experienced in both surveying and designing water mains for Omaha and Lincoln.

Project Examples

- City of York, NE - Blackburn Avenue Bridge
- City of York, NE - YPS New Middle School
- Nebraska Department of Correctional Services - Correctional Center for Women Expansion, York
- Lincoln, NE - UNL Water Main Replacement

Project Examples

- City of Omaha, NE - 156th Street Survey
- City of Lincoln, NE - Water Main Replacement, Airport Rail Center at W. Cuming Street
- City of Omaha, NE - Copper Creek

Project Experience // Highlighted Project

Included are references which demonstrate experience with similar projects and a demonstration of satisfactory project performance completed as well as client contact information.

CONTACT INFO:

Brandon Osentowski
 Water Superintendent
 City of York
 100 East 4th St.,
 York, NE, 68476
 E: BOsentowski@cityofyork.net
 P: 402-363-2654

DATES OF SERVICE:

Design: 2017 - 2018
 Construction: 2019 - 2021

PROJECT COST:

\$3.7M



Lincoln Avenue Water Main Replacement

City of York, NE

The City of York had experienced water main breaks due to the age of the 120-year-old water mains along the Lincoln Avenue business district. Benesch bid the project with two alternatives: With no state funding and utilizing only local funds, or by utilizing SRF loan with added state and federal requirements. Ultimately, it was decided by Benesch and City staff to use the SRF funding with the additional federal and state requirements. Benesch provided surveying, cost estimation, and phasing plans, construction documents and full observation/testing services during construction for the replacement of the 13,690 LF of water main at Lincoln and Grant Avenues and additional peripheral water mains at 4th and 5th streets east of Lincoln Avenue with 97 new domestic water services and eight fire line service connection for the \$3.7M replacement project.



CONTACT INFO:

Brandon Osentowski
Water Superintendent
City of York
100 East 4th St.,
York, NE, 68476
E: BOsentowski@cityofyork.net
P: 402-363-2654

DATES OF SERVICE:

2015-2016

PROJECT COST:

Project Fee: \$73.6K

CONTACT INFO:

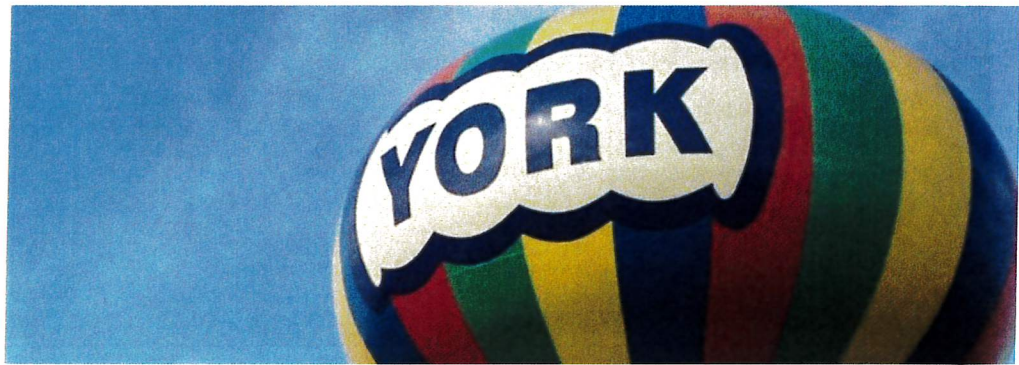
Chris Wize
Wastewater Superintendent
City of York
100 E. 4th St.,
York, NE, 68476
E: CWize@cityofyork.net
P: 402-363-2680

DATES OF SERVICE:

2017 - 2019

PROJECT COST:

\$20M Construction



Water Tower Rehabilitation

City of York, NE

Benesch supplied the design, permitting, contract administration and construction management services for the two-tank rehabilitation project. We prepared technical specifications and bid documents to complete new painting/epoxy coating (inside and out), safety upgrades, and a new mixing system for two elevated tanks. Special consideration was given to operational schedule during sandblasting and painting as both tanks could not be offline at the same time. All specifications met NSF/ANSI Standard 61, AWWA and OSHA safety standards. This tower is known for its “hot air balloon” artistic painting welcoming visitors to the City. The York Visitors Bureau uses the water tower design on promotional items.



Water Reclamation Plant

City of York, NE

The City of York intended to replace the existing wastewater treatment plant located in the southern section of town. The new \$25 million water reclamation facility was relocated approximately two miles to the south and east of the City. The new facility will provide water treatment for the foreseeable future. Benesch led construction testing, quality control and construction administration. The 18-month construction was complete on time and on budget consisted of a new pump station, headworks, aeration basins, digesters, two miles of force main, site grading, paving, fencing and piping.

CONTACT INFO:

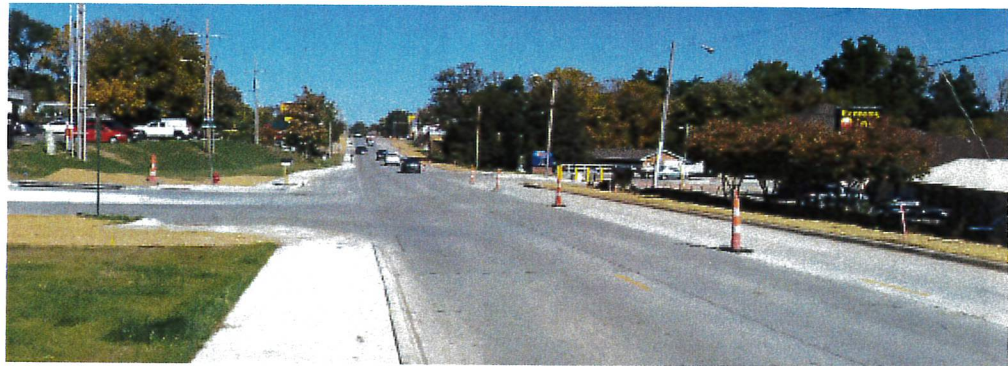
Marty Stovall
Construction and
Facility Manager
City of Nebraska City
1409 Central Avenue
Nebraska City, NE 68410
P: 402-873-5515
E: mstovall@nebraskacity.com

DATES OF SERVICE:

2015 - 2016

PROJECT COST:

\$2.2M
Project Fee: \$320,000



11th Street Reconstruction

Nebraska City, NE

11th Street is the critical north-south connection and business corridor in Nebraska City. Maintaining traffic and access to adjacent businesses and residents were required throughout the project. Over thirty businesses, the local hospital and medical center, and three residences directly connect to this roadway. Benesch provided project design and construction engineering for construction of 11th Street from 14th Corso south. Services included pavement investigation, concept development, evaluation of alternative design concepts, topographic surveying, public outreach, utility coordination and design, roadway and storm sewer engineering design, right of way and easement design, and construction administration and engineering. The selected design involved construction of water mains, storm sewers, sidewalks, and an un-bonded concrete overlay. The project corridor is one of the busiest in Nebraska City and includes numerous businesses with direct access to 11th Street. A key component to the project was the community's need to have the roadway open during its annual Apple Jack Festival. Open communication and proactive planning made it possible for the roadway to be fully open for the festival.



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

BIDDERS MUST SUBMIT THESE PAGES WITH ANY PROPOSAL

Request for Proposals

Project Name: *Engineer Replacement of 4-inch Potable water main*

Required Specifications:

Provide references for 3 potable water planning projects of similar size and scope.

Provide engineering geotechnical, design, and bidding services for location & sizing of potable water main to replace approximately 4,731 feet of 4-inch potable water main with appropriately sized water main. This will be included in a single plan set/design package. The City's preference is to include new service lines connecting the new water main to the existing curb stop. It is anticipated that existing brick and asphalt roads be repaired with (like materials or concrete patches? – select one) The sections of street for main to be replaced will be:

- Blackburn Ave – 10th street to 14th street
- York Avenue – 6th street to 9th street
- 10th street – Elmer Avenue to Florida Avenue;
- Florida Avenue – 10th street to 9th street

Proposal shall be limited to 10 pages, including the cover letter, firm description and capabilities, project staffing and qualifications, and project resumes.

The project design shall be completed by the end of June 2025, and ready to bid by Mid-July 2025. A separate amendment for construction phase services, including construction staking and testing, will be prepared by the selected engineering firm after design has been completed.

Replacement Pipe specs & standards:

- Project must follow all AWWA standards and City of York standard plans and specifications.
- Replacement piping will need to be ductile iron, minimum class 350

What the City of York will provide:

- Current GIS information for each water main section
- Pressure testing/flow information for water main sections

Format/Place to which sealed bids can be delivered:

Bid Deadline: 7/31/2024 2:00 PM at 100 East 4th Street, York, NE 68467

Contact person with the City of York:

Brandon Osentowski, Water Superintendent
Email: BOsentowski@cityofyork.net
Phone: 402-363-2654

James Paul may make a recommendation to the City Council on 8/1/2024. The City Council will select the lowest responsible bidder. This Request for Proposals does not commit the City of York to award an agreement, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of York reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposals, if it is in the best interest of the City of York to do so.

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

July 24, 2024

Notice to file the Annual Certification of Program Compliance and Signing Resolution with the Nebraska Board of Public Roads Classifications and Standards (NBCS) by October 31, 2024.

Please make this an agenda item for your next City Council / Village Board meeting return to the NBCS by October 31, 2024.

To avoid the suspension of Highway-User Revenue to your municipality please complete the enclosed **MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE** and **SIGNING RESOLUTION** and **return them to the NBCS by October 31, 2024.** Reference Neb. Rev. Stat. §§39-2120 and 39-2121(1).

Penalties for failure to comply can be found in the following State Statutes:

- Failure to comply with the provisions of Neb. Rev. Stat. §39-2115.
- Failure to comply with the provisions of Neb. Rev. Stat. §39-2119.
- Failure to file the Municipal Annual Certification of Program Compliance with the NBCS, Neb. Rev. Stat. §39-2121(2).
- Filing of a materially false Municipal Annual Certification of Program Compliance, Neb. Rev. Stat. §39-2121(3).
- Construction below minimum standards without the prior approval of the NBCS, Neb. Rev. Stat. §39-2121(3).

Roger A. Figard
Lincoln

Barbara J. Keegan
Alliance

Russell Kreachbaum, Jr.
Central City

James A. Litchfield
Wakefield

Brandie Neemann
Lincoln

Steven D. Ramos
Norfolk

Brandon Varilek
Lincoln

Edward R. Wootton, Sr.
Bellevue

LeMoyne D. Schulz
Secretary – ex officio

Note: While the signature of the City Street Superintendent is optional on the certification, the NBCS strongly recommends that the superintendent sign this certification if said municipality has a superintendent.

Please let me know if you have any questions. Email: ndot.blshelp@Nebraska.gov

Phone: (402) 479-4436

Sincerely,



LeMoyne D. Schulz
Secretary for the Board

LDS/2024

Attachments (2)

Vicki Kramer, Director
Department of Transportation

Board of Public Roads Classifications and Standards
1400 Nebraska Parkway
PO Box 94759
Lincoln, NE 68509-4759
dot.nebraska.gov

OFFICE 402-479-4436
ndot.blshelp@nebraska.gov

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2024) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2024

Resolution No. 2024-15

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

Be it resolved that the Mayor Village Board Chairperson of YORK
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2024) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2024**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City Village of YORK
(Check one box) (Print name of municipality)

hereby certifies that it:

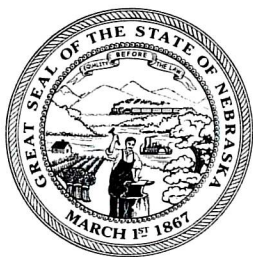
- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**

Signature of Mayor *Village Board Chairperson* *(Required)* _____ *(Date)*

Signature of City Street Superintendent (Optional) _____ *(Date)*

Return the completed original signing resolution and annual certification of program compliance by October 31, 2024 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509





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

Resolution 2024-16

**RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL
TO SIGN AN APPLICATION FOR CDBG FUNDS**

Whereas, the City of York, Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as amended for Small Cities Community Development Block Grant Program, and,

Whereas, the City of York, Nebraska, has obtained its citizens’ comments on community development and housing needs; and has conducted public hearing(s) upon the proposed application and received favorable public comment respecting the application which for an amount of \$435,000 for the aid in the elimination of substandard and blighted conditions within the area of downtown designated by the City of York and identified in the City’s Blight and Substandard Area Designation. Funds will be used to develop a commercial rehabilitation program for qualified downtown businesses; and,

NOW, THEREFORE, BE IT RESOLVED BY

The City Council of the City of York, that the Mayor, Barry Redfern, be authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between City of York and the Nebraska Department of Economic Development so as to effect acceptance of the grant application.

Chief Elected Official Signature

Barry Redfern, Mayor

Chief Elected Official Printed Name, Title

August 15, 2024

Date



APPLICANT'S STATEMENT OF ASSURANCES AND CERTIFICATIONS

The City of York (Applicant) hereby assures and certifies to the Nebraska Department of Economic Development (Department) regarding an application for Community Development Block Grant (CDBG) funds, the following:

THRESHOLD CERTIFICATIONS

1. There are no significant unresolved audit findings relating to any prior grant award from the federal and/or state government that would adversely affect the administration of this grant.
2. No legal actions are underway or being contemplated that would significantly impact the Applicant's capacity to effectively administer the program, and to fulfill the CDBG program; and
3. No project costs have been incurred that have not been approved in writing by the Department.

FEDERAL COMPLIANCE CERTIFICATIONS

4. It will adopt and follow a residential anti-displacement and relocation assistance plan that will minimize displacement as a result of activities assisted with CDBG funds.
5. It will conduct and administer its programs in conformance with:
 - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1).
 - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.
 - c. The Fair Housing Act of 1988 (42 USC 3601-20) and will affirmatively further fair housing.
6. It will not attempt to recover any capital costs of public improvements assisted in whole or part by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (1) grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than grant funds, or (2) for purposes of assessing any amount against properties owned and occupied by persons of LMI who are not persons of very-low income, the recipient certifies to the state that it lacks sufficient grant funds to comply with the requirements of clause (1).
7. It will comply with all provisions of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

CITIZEN PARTICIPATION PLAN CERTIFICATION

8. It certifies that a detailed citizen participation plan is on file which includes:
 - a. Providing and encouraging citizen participation with particular emphasis on participation by lower income persons who are residents of slum and blight areas in which funds are proposed to be used to include target areas as identified in the application.
 - b. Providing citizens with reasonable and timely access to local meetings, information, and records relating to the Applicant's proposed and actual use of CDBG funds.
 - c. Furnishing citizens with information, including but not limited to, the amount of CDBG funds expected to be made available for the current fiscal year, including CDBG funds and anticipated program income; the range of activities that may be undertaken with CDBG funds; the estimated amount of CDBG funds to be used for activities that will meet national objective of benefit to low- and moderate-income people, and the proposed CDBG activities likely to result in displacement and the grantee's anti-displacement and relocation plans.
 - d. Providing technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals. The level and type of assistance is to be identified within the plan.

- e. Providing for public hearings at different stages of the program, for the purpose of obtaining citizen's views and responding to proposals and questions. The hearings must cover community development and housing needs, development of proposed activities and review of program performance. The hearing to cover community development needs must be held before submission of an application to the state. The hearing on program performance must be held during the implementation of the CDBG awarded grant. There must be reasonable notice of the hearings and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the handicapped. Public hearings are to be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can be expected to participate.
- f. Providing citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in the application to the state and for grants already made, activities that are added to, deleted or substantially changed from the application to the state. Substantially changed is defined in terms of purpose, scope, location or beneficiaries defined by the state established criteria.
- g. Providing citizens, the address, phone number and acceptable hours for submitting complaints and grievances and providing timely written responses to written complaints and grievances within 15 working days where practicable.

SPECIAL REQUIREMENTS AND ASSURANCES.

9. The Applicant will comply with the administrative requirements of the program, those applicable items in the Consolidated Plan, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, and 24 CFR Part 570 (including parts not specifically cited below), and the following laws, regulations and requirements, both federal and state, as they pertain to the design, implementation and administration of the local project, if approved:

CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS

- Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d), et. seq.) (24 CFR Part 1)
- Section 109 of the Housing and Community Development Act of 1974, As Amended
- Age-Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et. seq.)
- Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794) and the Americans with Disability Act
- Executive Order 11246, As Amended
- Executive Order 11063, As Amended by Executive Order 12259 (24 CFR Part 107)

ENVIRONMENTAL STANDARDS AND PROVISIONS

- Section 104(f) of the Housing and Community Development Act of 1974, As Amended
- Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) and the Implementing Regulations found at 24 CFR Part 35
- The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321, et. seq., and 24 CFR Part 58)
- The Clean Air Act, As Amended (42 U.S.C. 7401, et. seq.)
- Farmland Protection Policy Act of 1981, (U.S.C. 4201, et. seq.)
- The Endangered Species Act of 1973, As Amended (16 U.S.C. 1531, et. seq.)
- The Reservoir Salvage Act of 1960 (16 U.S.C. 469, et. seq.), Section 3 (16 U.S.C. 469 a-1), As Amended by the Archaeological and Historic Preservation Act of 1974
- The Safe Drinking Water Act of 1974 [42 U.S.C. Section 201, 300(f), et. seq., and U.S.C. Section 349 as Amended, particularly Section 1424(e) (42 U.S.C. Section 300H-303(e)]
- The Federal Water Pollution Control Act of 1972, As Amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. Section 1251, et. seq.)
- The Solid Waste Disposal Act, As Amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq.)
- The Fish and Wildlife Coordination Act of 1958, As Amended, (16 U.S.C. Section 661, et. seq.)
- EPA List of Violating Facilities
- HUD Environmental Standards (24 CFR, Part 51, Environmental Criteria and Standards and 44 F.R. 40860-40866, July 12, 1979)
- The Wild and Scenic Rivers Act of 1968, As Amended (16 U.S.C. 1271, et. seq.)
- Flood Insurance
- Executive Order 11988, May 24, 1978: Floodplain Management (42 F.R. 26951, et. seq.)

- Executive Order 11990, May 24, 1977: Protection of Wetlands (42 F.R. 26961, et. seq.)
- Environmental Protection Act, NEB. REV. STAT. 81-1501 to 81-1532 (R.R.S. 1943)
- Historic Preservation

LABOR STANDARDS AND PROVISIONS

- Section 110 of the Housing and Community Development Act of 1974, As Amended
- Fair Labor Standards Act of 1938, As Amended, (29 U.S.C. 102, et. seq.)
- Davis-Bacon Act, As Amended (40 U.S.C. 276-a - 276a-5); and Section 2; of the June 13, 1934 Act., As Amended (48 Stat. 948.40 U.S.C. 276(c), popularly known as The Copeland Act
- Contract Work Hours and Safety Standards Act (40 U.S.C. 327, et. seq.)
- Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701(u)]

FAIR HOUSING STANDARDS AND PROVISIONS

- Section 104(a)(2) of the Housing and Community Development Act of 1974, As Amended Public Law 90-284, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et. seq.). As Amended by the Fair Housing Amendments Act of 1988
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, As Amended (42 U.S.C. 4630) and the Implementing Regulations Found at 49 CFR Part 24
- Relocation Assistance Act, NEB. REV. STAT. 76-1214 to 76-1242 (R.S. Supp. 1989)
- Nebraska Civil Rights Act of 1969 20-105 to 20-125, 48-1102 and 48-1116
- Uniform Procedures for Acquiring Private Property for Public Use, NEB. REV. STAT. 25-2501 to 25-2506 (R.R.S. 1943)

ADMINISTRATIVE AND FINANCIAL PROVISIONS

- 78 FR 78589 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “Cost Principles”
- 78 FR 78589 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “Administrative Requirements”
- 24 CFR 570.503 - Grant Administration Requirements for Use of Escrow Accounts for Property Rehabilitation Loans and Grants
- 24 CFR 570.488 to 570.499a - States Program: State Administration of CDBG Nonentitlement Funds
- Community Development Law, NEB. REV. STAT. 18-2101 to 18-2144 (R.S. Supp. 1982)
- Public Meetings Law, NEB. REV. STAT. 18-1401 to 18-1407 (R.R.S. 1943)
- 24 CFR Subtitle A (4-1-98 Edition) – 85 referenced as 2 CFR Part 200 Administrative requirements for grants and cooperative agreements to State, local and federally recognized Indian tribal governments

MISCELLANEOUS.

- Hatch Act of 1938, As Amended (5 U.S.C. 1501, et. seq.)

Applicant hereby certifies that it will comply with the above stated assurances.

Chief Elected Official Signature

Barry Redfern, Mayor

Chief Elected Official Printed Name, Title

August 15, 2024

Date

Citizen Participation Plan

City of York, Nebraska

A. Participation by Citizens

All citizens, including low- and moderate-income citizens, shall be requested and encouraged to participate in the assessment of community issues, problems and needs; the identification of potential solutions; and priority to such issues, problems and needs, as follows:

1. All citizens shall be periodically requested to complete a community needs survey to identify community and neighborhood issues, problems and needs.
2. All citizens shall be notified by publication and posting of all meetings to discuss the identified needs, potential solutions and solution priorities.
3. All citizens, particularly low and moderate-income citizens, shall be afforded the opportunity to serve on various community improvement task forces established by the City of York, Nebraska.

B. Access to Meetings, Information and Records

Notice of public meetings conducted by the City of York shall be published or posted within a reasonable number of days prior to such meetings.

Agendas of all such meetings shall be available at the York City Hall, located at 100 East First Street, for public inspection.

All meetings where CDBG projects or applications are to be discussed shall be published or posted for three days prior to such meetings and all information and records concerning such CDBG projects or applications shall be available for public inspection at the City Hall.

All meetings will be held at a time and location convenient to potential or actual beneficiaries which will be accessible to all citizens. The building and site will also be accessible to persons with disabilities.

C. Specific CDBG Project Information

All citizens shall be provided with information regarding specific CDBG projects through public meetings and publication of notices which provide all pertinent information regarding any CDBG project including, but not limited to:

1. The amount of CDBG funds expected to be made available to the City of York for the current fiscal year, including CDBG funds and anticipated program income;
2. The specific range of activities that may be undertaken with CDBG funds;
3. The estimated amount of CDBG funds to be used for activities that will meet the national objective of benefit to low-and moderate-income persons, and;
4. A description of any proposed CDBG funded activities that are likely to result in displacement of persons along with the City of York anti-displacement and relocation plans.

D. Provisions for Technical Assistance to Citizens

The City Clerk shall maintain current information of available resources for community improvement efforts and CDBG programs available and provide such information upon request by any citizen or group representing any citizen or group of citizens and the City Clerk shall provide assistance in developing proposals to address issues, problems and needs identified by such citizen or citizens.

E. Public Hearing on CDBG Activities

The City of York shall enact a minimum of two (2) public hearings to be conducted with regard to any CDBG activity to obtain citizen input, comments or opinions regarding the application and the status of the implementation of the project.

Conduct at least one public hearing on the activities proposed in the application. The hearing must include:

- How the need for the activities were identified;
- How the proposed activities will be funded and the sources of funds;
- Requested amount of federal funds;
- Estimated portion of federal funds that will benefit low-and moderate-income persons;

- Where the proposed activities will be conducted;
- Plans to minimize displacement of persons and businesses resulting from funded activities;
- Plans to assist persons actually displaced; and
- The nature of the proposed activities.

Conduct at least one public hearing on the status of funded activities. The hearing must include a review of the following:

- General description of accomplishments to date;
- Summary of expenditures to date;
- General description of the remaining work; and
- General description of changes made to the project budget, performance targets, activity schedules, scope, location, objectives, or beneficiaries.

The City Clerk shall act as the contact person for all questions, comments or concerns expressed by any citizen with regard to any CDBG program or project and shall forward any such questions, comments or concerns to the City of York at the next regular meeting of the City of York immediately following expression of such questions, comments or concerns. The City Clerk shall also be responsible for transmitting the City of York response to any such question, comment or concerns to the citizen or citizens expressing the same.

F. Needs of Non-English Speaking Citizens

The City of York shall conduct the public hearings in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate, the City Clerk shall arrange for oral or written translation of information regarding any CDBG program, application or project upon request by such non-English speaking persons or representatives of such persons.

G. Compliance/Grievance Procedures

The City Clerk shall post a notice at the City Hall that provides name, telephone number, address, and office hours of the City of York for citizens who wish to file a complaint or grievance regarding any CDBG program, project or application.

Individuals wishing to submit a complaint or file a grievance concerning activities, of or application for, CDBG funds may submit a written complaint or grievance to the City Clerk.

The City Clerk shall present such complaint or grievance to the City Hall at the next regular meeting of the City of York, where it be reviewed by the Board members. The individual submitting such complaint or grievance shall be notified of such meeting and shall be given the opportunity to make further comments at such meeting. The City of York shall issue a written response to any complaint or grievance within fifteen (15) days following the meeting at which a response is formulated. Such response shall be mailed to the individual citizen(s) submitting the complaint or grievance by the City Clerk to the last known address of said citizen(s).

In the event that the nature of the complaint or grievance is determined to be a matter requiring immediate action, a special meeting of the City of York shall be called to review the matter within ten (10) days of receipt of such complaint or grievance.

H. Adoption

This Citizen Participation Plan is hereby adopted by action of the City Council of the City of York, Nebraska.

Signed:

Chief Elected Official: Barry Redfern, Mayor

Attest: Amanda Ring, City Clerk

August 15, 2024

Date



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

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT**

CERTIFICATION OF CHIEF ELECTED OFFICIAL FOR APPLICATION

I, Barry Redfern, Mayor hereby certify that I am the chief elected officer of the City of York, Nebraska, a local government requesting CDBG funds (“Applicant”), and do further certify that, to the best of my knowledge and belief, data, and information in this application are true and correct, including any commitment of local or other resources. This application has been duly authorized by the governing body of the Applicant following an official public hearing. This Applicant will comply with all federal and state requirements governing the use of CDBG funds.

Signature in Blue Ink

Barry Redfern, Mayor

Date Signed

Attestor Signature in Blue Ink

Amanda Ring, City Clerk

Date Signed



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

RESIDENTIAL ANTI-DISPLACEMENT & RELOCATION ASSISTANCE PLAN

The City of York will replace all occupied and vacant occupiable low-moderate-income dwelling units demolished or converted to a use other than as low-moderate-income housing as a direct result of activities assisted with Community Development Block Grant (CDBG) funds provided under the Housing and Community Development Act of 1974, as amended.

All replacement housing will be provided within three (3) years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the City of York will make public and submit to DED the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low-moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low-moderate-income dwelling unit for at least ten (10) years from the date of initial occupancy.

The City of York will provide relocation assistance, according to either the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24) or 24 CFR 570.496a(c) to each low/moderate-income family displaced by the demolition of housing, or the conversion of a low-moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the CDBG program, the City of York will take the following steps to minimize the displacement of persons from their homes:

1. Maintain current data on the occupancy of houses in areas targeted for CDBG assistance.
2. Review all activities prior to implementation to determine the effect, if any, on occupied residential properties.
3. Include consideration of alternate solutions when it appears an assisted project will cause displacement, if implemented.
4. Require private individuals and businesses to consider other alternatives to displacement causing activities, if they are requesting CDBG assistance.

Signed _____

Title Barry Redfern, Mayor

Date August 15, 2024



Waiver of Procurement Process Request

OFFICIALS OF THE GRANTEE ACTING IN THEIR OFFICIAL CAPACITY THROUGH AN INTERLOCAL AGREEMENT WITH THE ECONOMIC DEVELOPMENT DISTRICT

The City of York (Applicant) hereby assures and certifies to the Nebraska Department of Economic Development (Department) regarding an application for Community Development Block Grant (CDBG) funds, the following:

1. Applicant has reviewed [2 CFR Part 200 Subpart D](#) which sets forth the standards that are applicable to procurement for federal grants and cooperative agreements and sub-awards to the State, local and Indian tribal governments.
2. Applicant has reviewed the [Nebraska Statute 13-1904](#). Development District, duties which are defined as:
“A development district shall, as directed by its policy board, serve as a regional resource center and provide planning, community, and economic development, and technical assistance to local governments which are members of the district and may provide assistance to industrial development organizations, tourism promotion organizations, community development groups, and similar organizations upon request.”
3. City of York is a member of Southeast Nebraska Development District. As prompted, **upload documentation demonstrating that the applicant is a current member.**
4. The project activity directly relates to the official capacity of the development district to deliver the following activities (check all that apply):
 - Construction Management
 - General Administration

A description of the staff capacity to deliver the above indicated services is provided within AmpliFund.

Applicant hereby certifies that it will comply with the above stated assurances.

Chief Elected Official Signature

Barry Redfern, Mayor

Chief Elected Official Printed Name, Title

August 15, 2024

Date

RESOLUTION 2024-18

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF YORK, NEBRASKA, APPROVING THE CITY OF YORK REDEVELOPMENT PLAN FOR THE BOSSELMAN REDEVELOPMENT PROJECT; APPROVAL OF A REDEVELOPMENT PROJECT OF THE CITY OF YORK; AND APPROVAL OF RELATED ACTIONS

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

Recitals:

a. The Mayor and Council of the City of York, Nebraska (the “City”), upon the recommendation of the City Planning Commission (the “**Planning Commission**”), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), has previously declared an area, including an area legally described on the attached Exhibit “A” (the “Redevelopment Area”), to be blighted and substandard and in need of redevelopment; and

b. Pursuant to and in furtherance of the Act, the City of York Redevelopment Plan for the Bosselman Redevelopment Project (the “**Redevelopment Plan**”) has been prepared and submitted to the Community Development Agency of York, Nebraska, (the “**Agency**”) by Bosselman Pump & Pantry, Inc., (the “**Redeveloper**”), a copy of which is on file in the office of the York City Clerk, and is incorporated herein by this reference, for the purpose of redeveloping the Redevelopment Area; and

c. The Planning Commission conducted a public hearing on the Redevelopment Plan, in compliance with notice requirements of the Act, reviewed the Redevelopment Plan and recommended its approval by the Mayor and Council of the City;

d. Pursuant to Section 18-2113 of the Act, the Agency conducted a cost benefit analysis of the redevelopment project set forth in the Redevelopment Plan (the “Redevelopment Project”), reviewed the Redevelopment Plan, and recommended approval of the Redevelopment Plan by the Mayor and Council of the City;

e. The City, in compliance with all public notice requirements imposed by the Act, published and mailed notices of a public hearing regarding the consideration of the approval of the Redevelopment Plan pursuant to the Act, and has on the date of this Resolution held a public hearing on the proposal to approve the Redevelopment Plan and received extensive public comment thereon; and

f. The City Council has reviewed the Redevelopment Plan and determined that the proposed land uses and building requirements described in it are designed with the general purpose of accomplishing a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency in economy

in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

Resolved that:

1. The Redevelopment Plan is determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act. Section 18-2102 of the Act establishes the legislative declarations and determinations for the Act. The Redevelopment Plan clearly demonstrates that the criteria declarations have been satisfied. The Redevelopment Area (the "Site") constitutes an economically and socially undesirable land use in its current state. The Site contains obsolete buildings and lacks facilities to serve the traveling public. The Site is not designed for proper utilization. The substantial cost to prepare the Site for development to make it useful for improved commercial purposes is significant. Given the foregoing, the conditions of the Site are beyond the remedy and control of normal regulatory processes and police power and due to the high cost of development and cannot be dealt with effectively by the ordinary operations of private enterprise.

The City Council further finds and documents that: the Redevelopment Project described in the Redevelopment Plan would not be economically feasible without the use of funds from tax-increment financing and would not occur in the Redevelopment Area without the use of funds from tax-increment financing; the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The Cost Benefit Analysis incorporated into the Redevelopment Plan and adopted by the Agency provides significant documentation of the benefit to the City. Documentation of the fact that the Redevelopment Project is not financially feasible and would not occur at the Site, without tax increment financing, is provided by correspondence of the Redeveloper showing insufficient rate of return on project investment. The City Council acknowledges receipt of the recommendations of the Agency and the Planning Commission with respect to the Redevelopment Plan.

2. The Redevelopment Plan is approved in the form filed with the York City Clerk.

3. In accordance with Section 18-2147 of the Act, the City provides that any ad valorem tax on real property in the City of York, Nebraska, more fully described on Exhibit A, attached hereto, for the benefit of any public body be divided for a period of 15 years after the effective date as provided in Section 18-2147 of the Act, which effective date shall be

determined in a Redevelopment Contract entered into between the Redeveloper and the Agency. Said tax shall be divided as follows:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That proportion of the ad valorem tax on real property in the Project Area in excess of such amount (the Redevelopment Project Valuation), if any, shall be allocated to, is pledged to, and, when collected, shall be paid into a special fund of the Agency to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Agency for financing or refinancing, in whole or in part, the Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Agency shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in the Redevelopment Project Area shall be paid into the funds of the respective public bodies.

4. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

5. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on _____, 2024.

City of York, Nebraska

Mayor

ATTEST:

City Clerk (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Lot Two Bosselman Subdivision to the City of York, York County, Nebraska.

ORDINANCE NO. 2370

AN ORDINANCE TO AMEND CHAPTER 50, SECTIONS 50-1 AND 50-2 OF THE MUNICIPAL CODE OF THE CITY OF YORK, NEBRASKA TO AMEND THE FRANCHISE FEE AND THE PAYMENT DUE DATES FOR CABLE TELEVISION AND TELEPHONE SERVICE PROVIDERS; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. That Section 50-1 of Chapter 50 of the Municipal Code of the City of York, Nebraska is hereby amended to read as follows:

Section 2. Section 50-1. Cable television franchise fee.

In consideration of the existing franchise and as compensation to the city for the use of its streets and public places, each provider of cable television service in the city shall pay to the city four percent of the provider's gross subscriber revenues per year derived from subscriber services in the city. Such annual sum shall be payable one-half thereof at the end of each semi-annual period. The semi-annual anniversary shall be the last day of March 31 and September 30 of each year, and the semi-annual payment shall be paid within one hundred twenty days thereafter.

Section 3. That Section 50-2 of Chapter 50 of the Municipal Code of the City of York, Nebraska shall be amended to read as follows:

Section 4. Section 50-2. Franchise fee on telephone companies; exemption.

(a) All telephone companies and mobile telecommunications services doing business in the city are required to pay a franchise fee to the city in an amount equal to four percent of the gross receipts from the legally established basic monthly charges collected for local exchange telephone service to subscribers within the city, intrastate message toll telephone service and mobile telecommunications services for revenue in the city. There shall be exempted from the provisions of this chapter all receipts for telephone service to the United States government or any of its departments, and all receipts from the state or any of its departments, and no part or portion of the fee provided for in this article shall be levied upon or assessed against or taken from the United States government, the government of the state, or any of either of their departments.

(b) As used in this section, the term "mobile telecommunication service" means a wireless communication service carried on between mobile

stations or receivers and land stations, and by mobile stations communicating among themselves, and includes:

- (1) Both one-way and two-way wireless communications services;
- (2) A mobile service which provides a regularly interacting group of base, mobile, portable and associated control and relay stations, whether on an individual, cooperative, or multiple basis for private one-way or two-way land mobile radio communications by eligible users over designated areas of operations; and
- (3) Any personal communications service.

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

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

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

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2371

AN ORDINANCE TO AMEND PORTIONS OF CHAPTER 37 OF THE MUNICIPAL CODE OF THE CITY OF YORK, NEBRASKA, PRESCRIBING SEWER RATES, REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDINANCE.

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

Section 1.

Sec. 37-91 Schedule of Rates (Commercial and Residential)

- | | | |
|-----|--|------------|
| (a) | Usage Charge per 100 cubic feet | \$2.35 |
| | Usage Charge over 1,000,000 cubic feet | \$2.84 |
| (b) | The bi-monthly rates to be charged to users shall be determined by meter size, as follows: | |
| | Minimum per household | \$58.31 |
| | 5/8 and 3/4 inch | \$58.31 |
| | 1 inch | \$93.65 |
| | 1 ½ inch | \$244.40 |
| | 2 inch | \$414.21 |
| | 3 inch | \$845.84 |
| | 4 inch | \$1,564.70 |
| | 6 inch | \$3,051.63 |

The balance of said section to remain unchanged.

Section 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect and be in full force and effect from and after its passage, approval and publication pursuant to law.

PASSED AND APPROVED by the York City Council this 5th day of September, 2024.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

ORDINANCE NO. 2372

AN ORDINANCE TO AMEND A PORTION OF CHAPTER 16, GARBAGE AND TRASH, REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Chapter 16, Garbage and Trash, be amended as follows:

Sec. 16-31 Rates for Use of Solid Waste Receiving Center:

The following rates shall be charged for receiving of garbage, junk, refuse, rubbish or solid waste at the York Area Solid Waste Agency and waste receiving center and any other approved disposal facility:

The following rates will be effective October 1, 2024:

Disposal Fees:

Minimum Charge (flat fee).....	\$15.00
MSW/Landfill Disposal, Per Ton.....	\$67.00
Trees and Yard Waste, Per Ton.....	\$43.00
Construction & Demolition Site; Per Ton	\$53.00
Special Waste, Per Ton.....	\$134.00
Concrete/Brick/Dirt, Per Ton.....	\$15.00
Appliances, Each.....	\$15.00
Mattress & Box Springs Surcharge, Each	\$20.00

Tires

Smaller than 17", Each.....	\$10.00
On Rim.....	\$20.00
18" to 24", Each.....	\$15.00
On Rim.....	\$30.00
25" and Larger, Each.....	\$30.00
On Rim.....	\$75.00

Conveyances not removed from the landfill site by the closing hour will be charged for the incremental time on site after the closing hour at the rate of one hundred (\$100.00) dollars per hour.

Conveyances not covered will be charged a fee equal to two (2) times the disposal rate.

Section 2. That said fees shall be in full force and effect October 1, 2024.

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

Section 4. That this ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED AND APPROVED this 5th day of September, 2024.

Barry Redfern, Mayor

ATTEST:

Amanda Ring, York City Clerk

**COMMUNITY DEVELOPMENT AGENCY OF
YORK, NEBRASKA**

RESOLUTION 2024-19

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA, TAX INCREMENT DEVELOPMENT REVENUE NOTE OR OTHER OBLIGATION, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$179,000 FOR THE PURPOSE OF (1) PAYING THE COSTS OF DEMOLISHING, CONSTRUCTING, RECONSTRUCTING, IMPROVING, EXTENDING, REHABILITATING, INSTALLING, EQUIPPING, FURNISHING AND COMPLETING CERTAIN IMPROVEMENTS WITHIN THE AGENCY'S BOSSELMAN REDEVELOPMENT PROJECT AREA, SPECIFICALLY INCLUDING, PREPARATION, DEMOLITION, UTILITY EXTENSION AND PARKING, AND (2) PAYING THE COSTS OF ISSUANCE THEREOF; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE NOTE OR OTHER OBLIGATION; PLEDGING CERTAIN TAX REVENUE AND OTHER REVENUE TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE OR OTHER OBLIGATION AS THE SAME BECOME DUE; LIMITING PAYMENT OF THE NOTE OR OTHER OBLIGATION TO SUCH TAX REVENUES; CREATING AND ESTABLISHING FUNDS AND ACCOUNTS; DELEGATING, AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO EXERCISE HIS OR HER INDEPENDENT DISCRETION AND JUDGMENT IN DETERMINING AND FINALIZING CERTAIN TERMS AND PROVISIONS OF THE NOTE OR OTHER OBLIGATION NOT SPECIFIED HEREIN; APPROVING A REDEVELOPMENT CONTRACT AND REDEVELOPMENT PLAN; TAKING OTHER ACTIONS AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND RELATED MATTERS.

BE IT RESOLVED BY THE MEMBERS OF THE COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA:

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.1. Findings and Determinations. The Members of the Community Development Agency of York, Nebraska (the "Agency") hereby find and determine as follows:

(a) The City of York, Nebraska (the "City"), pursuant to the Plan Resolution (hereinafter defined), approved the City of York Redevelopment Plan for the Bosselman Redevelopment Project (the "**Redevelopment Plan**") under and pursuant to which the Agency shall undertake from time to time to redevelop and rehabilitate the Redevelopment Area (hereinafter defined).

(b) Pursuant to the Redevelopment Plan, the Agency has previously obligated itself and/or will hereafter obligate itself to provide a portion of the financing to acquire, construct, reconstruct, improve, extend, rehabilitate, install, equip, furnish and complete, at the cost and expense of the Redeveloper, a

portion of the improvements (as defined in the Redevelopment Contract hereinafter identified) in the Redevelopment Area (the “**Project Costs**”), (as defined in the Redevelopment Contract), (collectively, the “**Project**”), as more fully described in the Redevelopment Contract (hereinafter defined).

(c) The Agency is authorized by the Redevelopment Law (hereinafter defined) to issue tax allocation notes for the purpose of paying the costs and expenses of the Project, the principal and interest of which is payable from certain tax revenues as set forth in the Redevelopment Law.

(d) In order to provide funds to pay a portion of the costs of the Project, it is necessary, desirable, advisable, and in the best interest of the Agency for the Agency to issue a Tax Increment Development Revenue Note or other obligation in an aggregate principal amount not to exceed \$179,000 (the “**Note**”).

(e) All conditions, acts and things required to exist or to be done precedent to the issuance of the Note do exist and have been done as required by law.

ARTICLE II

CERTAIN DEFINITIONS; COMPUTATIONS; CERTIFICATES AND OPINIONS; ORDERS AND DIRECTIONS

Section 2.1. Definitions of Special Terms. Unless the context clearly indicates some other meaning or may otherwise require, and in addition to those terms defined elsewhere herein, the terms defined in this **Section 2.1** shall, for all purposes of this Resolution, any Resolution or other instrument amendatory hereof or supplemental hereto, instrument or document herein or therein mentioned, have the meanings specified herein, with the following definitions to be equally applicable to both the singular and plural forms of any terms defined herein:

“**Agency**” means the Community Development Agency of York, Nebraska.

“**City**” means the City of York, Nebraska.

“**Project Costs**” means the redevelopment project costs (as defined in the Redevelopment Contract) in the Redevelopment Area, the costs of which are eligible to be paid from the proceeds of the Note.

“**Assessor**” means the Assessor of York County, Nebraska.

“**Note**” means the Bosselman Redevelopment Project Tax Increment Development Revenue Note Series 2024 of the Agency, in an aggregate principal amount not to exceed \$179,000, issued pursuant to this Resolution and shall include any note, including refunding note, interim certificate, debenture, or other obligation issued pursuant to the Redevelopment Law. At the option of the Owner of the Note, the titular designation of such Note may be revised to state note, interim certificate, debenture, obligation, or such other designation as is appropriate.

“**Secretary**” means the Secretary of the Agency.

“**Cumulative Outstanding Principal Amount**” means the aggregate principal amount of the Note issued and Outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the records maintained by the Registrar as provided in this Resolution.

“Date of Original Issue” means the date the Note is initially issued, which shall be the date of the first allocation of principal on the Note as further described in **Section 3.2**.

“Debt Service” means, as of any particular date of computation, and with respect to any period, the amount to be paid or set aside as of such date or such period for the payment of the principal on the Note.

“Escrow Obligations” means (a) Government Obligations, (b) certificates of deposit issued by a bank or trust company which are (1) fully insured by the Federal Deposit Insurance Corporation or similar corporation chartered by the United States or (2) secured by a pledge of any Government Obligations having an aggregate market value, exclusive of accrued interest, equal at least to the principal amount of the certificates so secured, which security is held in a custody account by a custodian satisfactory to the Registrar, or (c)(1) evidences of a direct ownership in future interest or principal on Government Obligations, which Government Obligations are held in a custody account by a custodian satisfactory to the Registrar pursuant to the terms of a custody agreement in form and substance acceptable to the Registrar and (2) obligations issued by any state of the United States or any political subdivision, public instrumentality or public authority of any state, which obligations are fully secured by and payable solely from Government Obligations, which Government Obligations are held pursuant to an agreement in form and substance acceptable to the Registrar and, in any such case, maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient money to make the payment secured thereby.

“Finance Director” means the Treasurer/Finance Director or Acting Treasurer/Finance Director, as the case may be, of the City.

“Fiscal Year” means the twelve-month period established by the City or provided by law from time to time as its fiscal year.

“Government Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Improvements” means the improvements to be constructed, reconstructed, acquired, improved, extended, rehabilitated, installed, equipped, furnished and completed in the Project Area in accordance with the Redevelopment Plan, including, but not limited to, the improvements constituting the Project (as defined in the Redevelopment Contract).

“Payment Date” means June 1 and December 1 of each year any Note is outstanding, commencing on the first Payment Date following the Date of Original Issue.

“Chairman” means the Chairman of the Agency.

“Outstanding” means when used with reference to any Note, as of a particular date, all Notes theretofore authenticated and delivered under this Resolution except:

- (a) Notes theretofore canceled by the Registrar or delivered to the Registrar for cancellation;
- (b) Notes which are deemed to have been paid in accordance with **Section 10.1** hereof;
- (c) Notes alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in **Section 3.9** hereof; and

(d) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Resolution.

“**Owner**” means the person(s) identified as the owner(s) of the Note from time to time, as indicated on the books of registry maintained by the Registrar.

“**Plan Resolution**” means, Resolution No. _____ of the City, together with any other resolution providing for approval of the Redevelopment Plan.

“**Project Area**” means the area identified and referred to as the Project Site in the Redevelopment Contract.

“**Record Date**” means, for each Payment Date, the 15th day immediately preceding such Payment Date.

“**Redeveloper**” means the Redeveloper as defined in the Redevelopment Contract responsible for constructing, reconstructing, acquiring, improving, extending, rehabilitating, installing, equipping, furnishing and completing the Project.

“**Redeveloper Note**” means any Note that is owned by the Redeveloper according to the records of the Registrar.

“**Redevelopment Contract**” means the City of York Community Development Agency Redevelopment Contract Bosselman Redevelopment Project, dated the date of its execution, between the Agency, and Bosselman Pump & Pantry, Inc., relating to the Project.

“**Redevelopment Area**” means the community redevelopment area described, defined or otherwise identified or referred to in the Redevelopment Plan.

“**Redevelopment Law**” means Article VIII, Section 12 of the Constitution of the State and Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

“**Redevelopment Plan**” means the “Redevelopment Plan Bosselman Redevelopment Project” passed, adopted and approved by the City pursuant to the Plan Resolution, and shall include any amendment of such Redevelopment Plan heretofore or hereafter made by the City pursuant to law.

“**Refunding Notes**” means the notes authorized to be issued pursuant to **Article V**.

“**Registrar**” means the Treasurer of the City of York, Nebraska, in its capacity as registrar and paying agent for the Note.

“**Resolution**” means this Resolution as from time to time amended or supplemented.

“**Revenue**” means the Tax Revenue.

“**Special Fund**” means the fund by that name created in **Section 7.1**.

“**State**” means the State of Nebraska.

“Tax Revenue” means, with respect to the Project Area, (a) those tax revenues referred to (1) in the first paragraph of Article VIII, Section 12 of the Constitution of the State and (2) in Section 18-2147, Reissue Revised Statutes of Nebraska, as amended, and (b) all payments made in lieu thereof.

“Treasurer” means the Treasurer of York County, Nebraska.

Section 2.2. Definitions of General Terms. Unless the context clearly indicates otherwise or may otherwise require, in this Resolution words importing persons include firms, partnerships, associations, limited liability companies (public and private), public bodies and natural persons, and also include executors, administrators, trustees, receivers or other representatives.

Unless the context clearly indicates otherwise or may otherwise require, in this Resolution the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Resolution as a whole and not to any particular section or subdivision thereof.

Unless the context clearly indicates otherwise or may otherwise require, in this Resolution: (a) references to Articles, Sections and other subdivisions, whether by number or letter or otherwise, are to the respective or corresponding Articles, Sections or subdivisions of this Resolution as such Articles, Sections, or subdivisions may be amended or supplemented from time to time; and (b) the word “heretofore” means before the time of passage of this Resolution, and the word “hereafter” means after the time of passage of this Resolution.

Section 2.3. Computations. Unless the facts shall then be otherwise, all computations required for the purposes of this Resolution shall be made on the assumption that the principal on the Note shall be paid as and when the same become due.

Section 2.4. Certificates, Opinions and Reports. Except as otherwise specifically provided in this Resolution, each certificate, opinion or report with respect to compliance with a condition or covenant provided for in this Resolution shall include: (a) a statement that the person making such certificate, opinion or report has read the pertinent provisions of this Resolution to which such covenant or condition relates; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate, opinion or report are based; (c) a statement that, in the opinion of such person, he has made such examination and investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; (d) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with; and (e) an identification of any certificates, opinions or reports or other sources or assumptions relied on in such certificate, opinion or report.

Section 2.5. Evidence of Action by the Agency. Except as otherwise specifically provided in this Resolution, any request, direction, command, order, notice, certificate or other instrument of, by or from the City or the Agency shall be effective and binding upon the Agency, respectively, for the purposes of this Resolution if signed by the Chairman, the Vice Chairman, the Secretary, the Treasurer of the Agency, the Finance Director, the City Administrator or by any other person or persons authorized to execute the same by statute, or by a resolution of the City or the Agency, respectively.

ARTICLE III

AUTHORIZATION AND ISSUANCE OF THE NOTE; GENERAL TERMS AND PROVISIONS

Section 3.1. Authorization of Note. Pursuant to and in full compliance with the Redevelopment Law and this Resolution, and for the purpose of providing funds to pay (a) the cost of acquiring, constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing, and completing the Project, and (b) the costs of issuing the Note, the Agency shall issue one Note (the “Note”) in an aggregate principal amount not to exceed \$179,000. The Note shall be designated as “Community Development Agency of York, Nebraska, Bosselman Redevelopment Project Tax Increment Development Revenue Note Series 2024,” shall have an appropriate series designation as determined by the Finance Director, shall be dated the Date of Original Issue, shall mature, subject to right of prior redemption, not later than the sixteenth December 31 after the Effective Date of Division of taxes, and shall bear interest at an annual rate of 8.0%. The Note shall be issued as a single Note as further described in **Section 3.2.**

The Note is a special, limited obligation of the Agency payable solely from the Revenue and the amounts on deposit in the funds and accounts established by this Resolution. The Note shall not in any event be a debt of the Agency (except to the extent of the Revenue and other money pledged under this Resolution), the State, nor any of its political subdivisions, and neither the Agency (except to the extent of the Revenue and other money pledged under this Resolution), the City, the State nor any of its political subdivisions is liable in respect thereof, nor in any event shall the principal of or interest on the Note be payable from any source other than the Revenue and other money pledged under this Resolution. The Note does not constitute a debt within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the Agency and does not impose any general liability upon the Agency. Neither any official of the Agency nor any person executing the Note shall be liable personally on the Note by reason of its issuance. The validity of the Note is not and shall not be dependent upon the completion of the Project or upon the performance of any obligation relative to the Project.

The Revenue and the amounts on deposit in the funds and accounts established by this Resolution are hereby pledged and assigned for the payment of the Note, and shall be used for no other purpose than to pay the principal of or interest on the Note, except as may be otherwise expressly authorized in this Resolution. The Note shall not constitute a debt of the Agency or the City within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the Agency, and neither the Agency nor the City shall not be liable for the payment thereof out of any money of the Agency or the City other than the Tax Revenue and the other funds referred to herein.

Nothing in this Resolution shall preclude the payment of the Note from (a) the proceeds of future notes issued pursuant to law or (b) any other legally available funds. Nothing in this Resolution shall prevent the City or the Agency from making advances of its own funds howsoever derived to any of the uses and purposes mentioned in this Resolution.

Section 3.2. Details of Note; Agency of Finance Director.

(a) The Note shall be dated the Date of Original Issue and shall be issued to the purchaser thereof, as the Owner, in installments. The Note shall be delivered on the earlier of allocation of the maximum principal amount of the Note or upon the issuance of a certificate of occupancy of the building constituting the Project. The Note shall be issued as a single Note with appropriate series designation.

(b) Proceeds of the Note may be advanced and disbursed in the manner set forth below:

(1) There shall be submitted to the Finance Director a disbursement request in a form acceptable to the Finance Director (the “**Disbursement Request**”), executed by the City Administrator and an authorized representative of the Redeveloper, (A) certifying that a portion of the Project has been substantially completed and (B) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Project.

(2) The Finance Director shall evidence such allocation in writing and inform the Owner of the Note of any amounts allocated to the Note.

(3) Such amounts shall be deemed proceeds of the Note and the Finance Director shall inform the Registrar in writing of the date and amount of such allocation. The Registrar shall keep and maintain a record of the amounts allocated to the note pursuant to the terms of this Resolution as “Principal Amount Advanced” and shall enter the aggregate principal amount then Outstanding as the “Cumulative Outstanding Principal Amount” on the Note and its records maintained for the Note. The aggregate amount endorsed as the Principal amount Advanced on the Note shall not in the aggregate exceed \$179,000.

The Agency shall have no obligation to pay any Disbursement Request unless such request has been properly approved as described above, and proceeds of the Note have been deposited by the Owner of the Note (if other than the Redeveloper) into the Project Fund.

The records maintained by the Registrar as to principal amount advanced and principal amounts paid on the Note shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

(c) The Note shall be dated the Date of Original Issue, which shall be the initial date of a allocation of the Note.

(d) As of the Date of Original Issue of the Note, there shall be delivered to the Registrar the following:

(1) A signed investor’s letter in a form acceptable to the Finance Director and Note Counsel; and

(2) Such additional certificates and other documents as the special counsel for the Agency may require.

(e) The note shall bear Eight percent (8.00%) interest on the Cumulative Outstanding Principal Amount of the Note from the Date of Original Issue.

(f) The principal of the Note shall be payable in any coin or currency of the United States of America from all funds held by the which on the respective dates of payment thereof is legal tender for the payment of public and private debts. Payments on the Note due prior to maturity or earlier redemption and payment of any principal upon redemption price to maturity shall be made by check mailed by the Registrar on each Interest Payment Date to the Owners, at the Owners’ address as it appears on the books of registry maintained by the Registrar on the Record Date. The principal of the Note due at maturity or upon earlier redemption shall be payable upon presentation and surrender of the Note to the Registrar. When any portion of the Note shall have been duly called for redemption and payment thereof duly made or provided for, interest thereon shall cease on the principal amount of such Note so redeemed from and after the date of redemption thereof.

(g) The Note shall be executed by the manual signatures of the Chairman and Secretary of the Agency. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if s/he had remained in office until such delivery, and the Note may be signed by such persons as at the actual time of the execution of such Note shall be the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

(i) The Finance Director is hereby authorized to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution, (1) the Date of Original Issue, the principal amount of the Note in accordance with **Section 3.2(a)**, (2) the maturity date of the Note, which shall be not later than the December 31 after the Effective Date for division of taxes, (3) the initial Payment Date and (4) any other term of the Note not otherwise specifically fixed by the provisions of this Resolution.

(j) Any Note issued upon transfer or exchange of any other Note shall be dated as of the Date of Original Issue.

(k) The Note shall be issued to such Owner as shall be mutually agreed between the Redeveloper and the Finance Director for a price equal to 100% of the principal amount thereof. No Note shall be delivered to any Owner unless the Agency shall have received from the Owner thereof such documents as may be required by the Finance Director to demonstrate compliance with all applicable laws, including without limitation compliance with **Section 3.6** hereof. The Agency may impose such restrictions on the transfer of any Note as may be required to ensure compliance with all requirements relating to any such transfer.

Section 3.3. Form of Note Generally. The Note shall be issued in registered form. The Note shall be in substantially the form set forth in **Article IX**, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and with such additional changes as the Finance Director may deem necessary or appropriate. The Note may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

Section 3.4. Appointment of Registrar. The Finance Director is hereby appointed the registrar and paying agent for the Note. The Registrar shall specify its acceptance of the duties, obligations and trusts imposed upon it by the provisions of this Resolution by a written instrument deposited with the Agency prior to the Date of Original Issue of the initial Note. The Agency reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and the Note in its possession to the successor Registrar and shall deliver the note register to the successor Registrar. The Registrar shall have only such duties and obligations as are expressly stated in this Resolution and no other duties or obligations shall be required of the Registrar.

Section 3.5. Exchange of Note. Any Note, upon surrender thereof at the principal office of the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar, may, at the option of the Owner thereof, be exchanged for another Note in a principal amount equal to the principal amount of the Note surrendered or exchanged, of the same series and maturity and bearing interest at the same rate. The Agency shall make provision for the exchange of the Note at the principal office of the Registrar.

Section 3.6. Negotiability, Registration and Transfer of Note. The Registrar shall keep books for the registration and registration of transfer of the Note as provided in this Resolution. The transfer of the Note may be registered only upon the books kept for the registration and registration of transfer of the Note upon

(a) surrender thereof to the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar and (b) evidence acceptable to the Agency that the assignee is a bank or a qualified institutional buyer as defined in Rule 144A promulgated by the Securities and Exchange Commission. Prior to any transfer and assignment, the Owner will obtain and provide to the Agency, an investor's letter in form and substance satisfactory to the Agency evidencing compliance with the provisions of all federal and state securities laws, and will deposit with the Agency an amount to cover all reasonable costs incurred by the Agency, including legal fees, of accomplishing such transfer. A transfer of any Note may be prohibited by the Agency if (1) a default then exists under the Redevelopment Contract, (2) the assessed valuation of the Redeveloper Property (as defined in the Redevelopment Contract) is less than the projected "Increment value" set forth in the Redevelopment Plan or (3) a protest of the valuation of the Redeveloper Property is ongoing. Upon any such registration of transfer the Agency shall execute and deliver in exchange for such Note a new Note, registered in the name of the transferee, in a principal amount equal to the principal amount of the Note surrendered or exchanged, of the same series and maturity and bearing interest at the same rate.

In all cases in which any Note shall be exchanged or a transfer of a Note shall be registered hereunder, the Agency shall execute at the earliest practicable time execute and deliver a Note in accordance with the provisions of this Resolution. The Note surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Registrar. Neither the Agency nor the Registrar shall make a charge for the first such exchange or registration of transfer of any Note by any Owner. The Agency or the Registrar, or both, may make a charge for shipping, printing and out-of-pocket costs for every subsequent exchange or registration of transfer of such Note sufficient to reimburse it or them for any and all costs required to be paid with respect to such exchange or registration of transfer. Neither the Agency nor the Registrar shall be required to make any such exchange or registration of transfer of any Note during the period between a Record Date and the corresponding Interest Payment Date.

Section 3.7. Ownership of Note. As to any Note, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on such Note shall be made only to or upon the order of the Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

Section 3.8. Disposition and Destruction of Note. The Note, upon surrender to the Registrar for final payment, whether at maturity or upon earlier redemption, shall be canceled upon such payment by the Registrar and, upon written request of the Finance Director, be destroyed.

Section 3.9. Mutilated, Lost, Stolen or Destroyed Note. If any Note becomes mutilated or is lost, stolen or destroyed, the Agency shall execute and deliver a new Note of like date and tenor as the Note mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Agency. In the case of any lost, stolen or destroyed Note, there first shall be furnished to the Agency evidence of such loss, theft or destruction satisfactory to the Agency, together with indemnity to the Agency satisfactory to the Agency. If any such Note has matured, is about to mature or has been called for redemption, instead of delivering a substitute Note, the Agency may pay the same without surrender thereof. Upon the issuance of any substitute Note, the Agency may require the payment of an amount by the Owner sufficient to reimburse the Agency for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 3.10. Non-presentment of Note. If any Note is not presented for payment when the principal thereof becomes due and payable as therein and herein provided, whether at the stated maturity thereof or call for optional or mandatory redemption or otherwise, if funds sufficient to pay such Note have

been made available to the Registrar all liability of the Agency to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Registrar to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on their part under this Resolution or on, or with respect to, said Note. If any Note is not presented for payment within five years following the date when such Note becomes due, the Registrar shall repay to the Agency the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Agency, and the Registered Owner thereof shall be entitled to look only to the Agency for payment, and then only to the extent of the amount so repaid to it by the Registrar, and the Agency shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE IV

REDEMPTION OF NOTE

Section 4.1. Redemption of Note. The Note is subject to redemption at the option of the Agency prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Agency shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

Section 4.2. Redemption Procedures. The Finance Director is hereby authorized, without further action of the Council, to call all or any portion of the principal of the Note for payment and redemption prior to maturity on such date as the Finance Director shall determine, and shall deposit sufficient funds in the Debt Service Account from the Surplus Account to pay the principal being redeemed plus the accrued interest thereon to the date fixed for redemption. The Finance Director may effect partial redemptions of any Note without notice to the Owner and without presentation and surrender of such Note, but total redemption of any Note may only be effected with notice to the Owner and upon presentation and surrender of such Note to the Registrar. Notice of a total redemption of any Note shall be sent by the Registrar by first-class mail not less than five days prior to the date fixed for redemption to the Owner's address appearing on the books of registry maintained by the Registrar and indicate (a) the title and designation of the Note, (b) the redemption date, and (c) a recitation that the entire principal balance of such Note plus all accrued interest thereon is being called for redemption on the applicable redemption date.

Section 4.3. Determination of Outstanding Principal Amount of Note. Notwithstanding the amount indicated on the face of any Note, the principal amount of such Note actually Outstanding from time to time shall be determined and maintained by the Registrar. The Registrar shall make a notation in the books of registry maintained for each Note indicating the original principal advance of such Note as determined in accordance with **Section 3.2** and make such additional notations as are required to reflect any additional principal advances or redemptions of such Note from time to time, including on the Table of Cumulative Outstanding Principal Amount attached to each Note if it is presented to the Registrar for that purpose. Any Owner may examine the books of registry maintained by the Registrar upon request, and the Registrar shall grant such request as soon as reasonably practicable. Any failure of the Registrar to record a principal advance or a redemption on the Table of Cumulative Outstanding Principal Amount shall not affect the Cumulative Outstanding Principal Amount shown on the records of the Registrar.

ARTICLE V

REFUNDING NOTES

Section 5.1. Refunding Notes. Refunding Notes may be issued at any time at the direction of the Finance Director for the purpose of refunding (including by purchase) any Note or any portion thereof, including amounts to pay principal to the date of maturity or redemption (or purchase) and the expenses of issuing the Refunding Notes and of effecting such refunding; provided that the Debt Service on all notes to be outstanding after the issuance of the Refunding Notes shall not be greater in any Fiscal Year than would have been the Debt Service in such Fiscal Year were such refunding not to occur.

ARTICLE VI

**EFFECTIVE DATE OF PROJECT;
PLEDGE OF REVENUE**

Section 6.1. Effective Date of Project. For purposes of Section 18-2147, Reissue Revised Statutes of Nebraska, as amended, the effective date of the Project shall be determined as set forth in the Redevelopment Contract. The City Administrator is hereby directed to notify the Assessor of the effective date of the Project on the form prescribed by the Property Tax Administrator.

Section 6.2. Collection of Revenue; Pledge of Revenue. As provided for in the Redevelopment Plan, and pursuant to the provisions of the Redevelopment Law, for the period contemplated thereby, the Tax Revenue collected in the Project Area shall be allocated to and, when collected, paid into the Special Fund under the terms of this Resolution to pay the principal on the Note. When the Note has been paid in accordance with this Resolution, the Redevelopment Plan and the Redevelopment Contract, the Tax Revenue shall be applied as provided for in the Redevelopment Law.

The Revenue is hereby allocated and pledged in its entirety to the payment of the principal on the Note and to the payment of the Project Costs (including the Project), until the principal on the Note has been paid (or until money for that purpose has been irrevocably set aside), and the Revenue shall be applied solely to the payment of the principal on the Note. Such allocation and pledge is and shall be for the sole and exclusive benefit of the Owner and shall be irrevocable.

Section 6.3. Potential Insufficiency of Revenue. Neither the Agency nor the City makes any representations, covenants, or warranties to the Owner that the Revenue will be sufficient to pay the principal of or interest on the Note. Payment of the principal of and interest on the Note is limited solely and exclusively to the Revenue pledged under the terms of this Resolution, and is not payable from any other source whatsoever.

ARTICLE VII

**CREATION OF FUNDS AND ACCOUNTS;
PAYMENTS THEREFROM**

Section 7.1. Creation of Funds and Account. There is hereby created and established by the Agency the following funds and accounts which funds shall be held by the Finance Director of the City separate and apart from all other funds and moneys of the Agency and the City under her control a special trust fund called the “Bosselman Redevelopment Project Tax Increment Special Fund” (the “**Special Fund**”).

So long as the Note remains unpaid, the money in the foregoing fund and accounts shall be used for no purpose other than those required or permitted by this Resolution, any Resolution supplemental to or amendatory of this Resolution and the Redevelopment Law.

Section 7.2. Special Fund. All of the Revenue shall be deposited into the Special Fund. The Revenue accumulated in the Special Fund shall be used and applied on the Business Day prior to each Payment Date (a) to make any payments to the Agency as may be required under the Redevelopment Contract and (b) to pay principal on the Note to the extent of any money then remaining the Special Fund on such Payment Date. Money in the Special Fund shall be used solely for the purposes described in this **Section 7.2**. All Revenues received through and including December 31, 2038 shall be used solely for the payments required by this **Section 7.2**.

ARTICLE VIII

COVENANTS OF THE AGENCY

So long as the Note is outstanding and unpaid, the Agency will (through its proper officers, agents or employees) faithfully perform and abide by all of the covenants, undertakings and provisions contained in this Resolution or in the Note, including the following covenants and agreements for the benefit of the Owner which are necessary, convenient and desirable to secure the Note and will tend to make them more marketable; provided, however, that such covenants do not require either the City or the Agency to expend any money other than the Revenue nor violate the provisions of State law with respect to tax revenue allocation.

Section 8.1. No Priority. The Agency covenants and agrees that it will not issue any obligations the principal of or interest on which is payable from the Revenue which have, or purport to have, any lien upon the Revenue prior or superior to or in parity with the lien of the Note; provided, however, that nothing in this Resolution shall prevent the Agency from issuing and selling notes or other obligations which have, or purport to have, any lien upon the Revenue which is junior to the Note and the Debt Service thereon, or from issuing and selling notes or other obligations which are payable in whole or in part from sources other than the Revenue.

Section 8.2. To Pay Principal of the Note. The Agency will duly and punctually pay or cause to be paid solely from the Revenue the principal of the Note on the dates and at the places and in the manner provided in the Note according to the true intent and meaning thereof and hereof, and will faithfully do and perform and fully observe and keep any and all covenants, undertakings, stipulations and provisions contained in the Note and in this Resolution.

Section 8.4. Books of Account; Financial Statements. The Agency covenants and agrees that it will at all times keep, or cause to be kept, proper and current books of account (separate from all other records and accounts) in which complete and accurate entries shall be made of all transactions relating to the Project, the Revenue and other funds relating to the Project.

Section 8.5. Eminent Domain Proceeds. The Agency covenants and agrees that should all or any part of the Project be taken by eminent domain or other proceedings authorized by law for any public or other use under which the property will be exempt from ad valorem taxation, the net proceeds realized by the Agency therefrom shall constitute Project Revenue and shall be deposited into the Special Fund and used for the purposes and in the manner described in **Section 7.2**.

Section 8.6. Protection of Security. The Agency is duly authorized under all applicable laws to create and issue the Note and to adopt this Resolution and to pledge the Revenue in the manner and to the extent provided in this Resolution. The Revenue so pledged is and will be free and clear of any pledge, lien, charge, security interest or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by this Resolution, except as otherwise expressly provided herein, and all corporate action on the part of the Agency to that end has been duly and validly taken. The Note is and will be a valid obligation of the Agency in accordance with its terms and the terms of this Resolution. The Agency shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of and security interest granted with respect to the Revenue pledged under this Resolution and all the rights of the Owner under this Resolution against all claims and demands of all persons whomsoever.

ARTICLE IX

FORM OF NOTE

Section 9.1. Form of Note. The Note shall be in substantially the following form:

(FORM OF NOTE)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND THIS NOTE MAY NOT BE TRANSFERRED UNLESS THE PROPOSED ASSIGNEE IS A BANK OR A QUALIFIED INSTITUTIONAL BUYER AS DEFINED IN RULE 144A PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION AND THE OWNER HAS OBTAINED AND PROVIDED TO THE AGENCY, PRIOR TO SUCH TRANSFER AND ASSIGNMENT, AN INVESTOR'S LETTER IN FORM AND SUBSTANCE SATISFACTORY TO THE AGENCY EVIDENCING THE COMPLIANCE WITH THE PROVISIONS OF ALL FEDERAL AND STATE SECURITIES LAWS AND CONTAINING SUCH OTHER REPRESENTATIONS AS THE AGENCY MAY REQUIRE.

THIS NOTE MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN SECTION 3.6 OF RESOLUTION NO. _____ OF THE COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA.

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF YORK**

**COMMUNITY DEVELOPMENT AGENCY
OF YORK, NEBRASKA**

**BOSELMAN REDEVELOPMENT PROJECT
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES 2024**

No. R-1

Up to an aggregate amount of \$179,000
(subject to reduction as described herein)

<u>Date of Original Issue</u>	<u>Date of Maturity</u>	<u>Rate of Interest</u>
	(16 th December 31 from Effective Date)	8.0%

REGISTERED OWNER: Bosselman Pump & Pantry, Inc.

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE NOTE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA has caused this Note to be signed by the manual signature of the Chairman of the Agency, countersigned by the manual signature of the Secretary of the Agency.

**COMMUNITY DEVELOPMENT AGENCY OF
YORK, NEBRASKA**

[S E A L]

By: _____
Chairman

By: _____
Secretary

The **COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA** (the “Agency”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of York, Nebraska (the “Registrar”), payable semiannually on June 1 and December 1 of each year until payment in full of such Principal Amount, beginning June 1, 2024, by check or draft mailed to the Registered Owner hereof as shown on the note registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable payment date occurs, at such Owner’s address as it appears on such note registration books. The principal of this Note is payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Note is issued by the Agency under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2157, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Agency on _____, 2024, as from time to time amended and supplemented (the “Resolution”).

THE PRINCIPAL AMOUNT OF THIS NOTE IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS NOTE IS \$179,000.

This Note has been issued by the Agency for the purpose of financing the costs of constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing and completing certain improvements within the area identified and referred to as the Bosselman Project which is more specifically described in the Resolution, and to carry out the Agency's corporate purposes and powers in connection therewith.

Reference is hereby made to the Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and pledged to the payment of the principal of and interest on this Note, the nature and extent of the security thereby created, the terms and conditions under which this Note has been issued, the rights and remedies of the Registered Owner of this Note, and the rights, duties, immunities and obligations of the City and the Agency. By the acceptance of this Note, the Registered Owner assents to all of the provisions of the Resolution.

This Note is a special limited obligation of the Agency payable as to principal solely from and is secured solely by the Tax Revenue (as defined in the Resolution) pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The Tax Revenue represents that portion of ad valorem taxes levied by public bodies of the State of Nebraska, including the City, on real property in the Project Area (as defined in this Resolution) which is in excess of that portion of such ad valorem taxes produced by the levy at the rate fixed each year by or for each such public body upon the valuation of the Project Area as of a certain date and as has been certified by the County Assessor of York County, Nebraska to the City in accordance with law.

The principal hereon shall not be payable from the general funds of the City nor the Agency nor shall this Note constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Agency or of any other party other than those specifically pledged under the Resolution. This Note is not a debt of the City or the Agency within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Agency, and does not impose any general liability upon the City or the Agency and neither the City nor the Agency shall be liable for the payment hereof out of any funds of the City or the Agency other than the Tax Revenues and other funds pledged under the Resolution, which Tax Revenues and other funds have been and hereby are pledged to the punctual payment of the principal of and interest on this Note in accordance with the provisions of this Resolution.

The Registrar may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Note then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Note under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Note under the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Registrar as to the principal amount issued and principal amounts paid on this Note shall be the official records of the Cumulative Outstanding Principal Amount of this Note for all purposes.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Note; the Tax Revenue

pledged to the payment of the principal on this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Note; the rights, duties and obligations of the Agency and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Note, and this Note thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Note is subject to redemption prior to maturity, at the option of the Agency, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

In the event this Note is called for prior redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registrar not less than 10 days prior to the date fixed for redemption, unless waived by the Registered Owner hereof. If this Note, or any portion thereof, shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date the portion of this Note so redeemed shall become due and payable and if money for the payment of the portion of the Note so redeemed shall be held for the purpose of such payment by the Registrar.

This Note is transferable by the Registered Owner hereof in person or by its attorney or legal representative duly authorized in writing at the principal office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of the same series and maturity and for the same principal amount will be issued to the transferee in exchange therefor. The Agency and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal of and interest due hereon and for all other purposes.

This note is being issued as a registered note without coupons. This note is subject to exchange as provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Note have happened, do exist and have been performed in regular and due time, form and manner; that this Note does not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal of and interest on this Note as provided in this Resolution.

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(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within note and all rights thereunder, and hereby irrevocably constitutes and appoints _____
agent to transfer the within Note on the note register kept by the Registrar for the registration thereof, with
full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment must
correspond with the name of the Registered
Owner as it appears upon the face of the within
note in every particular.

Signature Guaranteed By:

Name of Eligible Guarantor Institution as defined
by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15)

By: _____
Title: _____

[The remainder of this page intentionally left blank]

thereof, plus interest on such principal to the due date thereof, either (1) shall have been made or caused to be made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Registrar for the Note, in trust and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Escrow Obligations maturing as to principal in such amount and at such times as will insure the availability of sufficient money to make such payment.

Provided that, with respect to any total redemption of any Note, notice of redemption shall have been duly given or provision satisfactory to the Registrar shall have been made therefor, or waiver of such notice, satisfactory in form, shall have been filed with the Registrar.

At such time as any Note or portion thereof shall no longer be outstanding hereunder, and, except for the purposes of any such payment from such money or such Escrow Obligations, such Note or portion thereof shall no longer be secured by or entitled to the benefits of this Resolution.

Any such money so deposited with the Registrar for any Note or portion thereof as provided in this **Section 10.1** may at the direction of the Finance Director also be invested and reinvested in Escrow Obligations, maturing in the amounts and times as hereinbefore set forth. All income from all Escrow Obligations in the hands of the Registrar which is not required for the payment of such Note or portion thereof with respect to which such money shall have been so deposited, shall be paid to the Agency and deposited in the Special Fund as and when realized and collected for use and application as is other money deposited in that fund.

Anything in this Resolution to the contrary notwithstanding, if money or Escrow Obligations have been deposited or set aside with the Registrar pursuant to this **Section 10.1** for the payment of any Note and such Note shall not have in fact been actually paid in full, no amendment to the provisions of this **Section 10.1** shall be valid as to or binding upon the Owner thereof without the consent of such Owner.

Section 10.2. Certain Limitations After Due Date. If sufficient money or Escrow Obligations shall have been deposited in accordance with the terms hereof with the Registrar in trust for the purpose of paying the Notes or any portion thereof when the same becomes due, whether at maturity or upon earlier redemption, all liability of the Agency for such payment shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Registrar to hold such money or Escrow Obligations, without liability to the Owners, in trust for the benefit of the Owners, who thereafter shall be restricted exclusively to such money or Escrow Obligations for any claim for such payment of whatsoever nature on his part.

Notwithstanding the provisions of the preceding paragraph of this **Section 10.2**, money or Escrow Obligations held by the Registrar in trust for the payment and discharge of the principal of on any Note which remain unclaimed for five years after the date on which such payment shall have become due and payable, either because the Notes shall have reached their maturity date or because the entire principal balance of the Notes shall have been called for redemption, if such money was held by the Registrar or such paying agent at such date, or for five years after the date of deposit of such money, if deposited with the Registrar after the date when such Note became due and payable, shall be paid to the Nebraska State Treasurer and the Registrar shall thereupon be released and discharged with respect thereto, and the Owner thereof shall look only to the Agency for the payment thereof.

ARTICLE XI

AMENDING AND SUPPLEMENTING OF RESOLUTION

Section 11.1. Amending and Supplementing of Resolution Without Consent of Owner. The Agency may at any time without the consent or concurrence of the Owner of the Note adopt a resolution amendatory hereof or supplemental hereto if the provisions of such supplemental Resolution do not materially adversely affect the rights of the Owner of the Note, for any one or more of the following purposes:

(a) To make any changes or corrections in this Resolution as to which the Agency shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Resolution, or to insert in this Resolution such provisions clarifying matters or questions arising under this Resolution as are necessary or desirable;

(b) To add additional covenants and agreements of the Agency for the purpose of further securing payment of the Note;

(c) To surrender any right, power or privilege reserved to or conferred upon the Agency by the terms of this Resolution;

(d) To confirm as further assurance any lien, pledge or charge, or the subjection to any lien, pledge or charge, created or to be created by the provisions of this Resolution; and

(e) To grant to or confer upon the Owner of the Note any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon them.

The Agency shall not adopt any supplemental Resolution authorized by the foregoing provisions of this **Section 11.1** unless in the opinion of counsel the adoption of such supplemental Resolution is permitted by the foregoing provisions of this **Section 11.1** and the provisions of such supplemental Resolution do not materially and adversely affect the rights of the Owner of the Note.

Section 11.2. Amending and Supplementing of Resolution with Consent of Owner. With the consent of the Owners of the Note, the Agency from time to time and at any time may adopt a resolution amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Resolution, or modifying or amending the rights and obligations of the Agency under this Resolution, or modifying or amending in any manner the rights of the Owner of the Note; provided, however, that, without the specific consent of the Owner of the Note, no supplemental Resolution amending or supplementing the provisions hereof shall: (a) change the fixed maturity date for the payment or the terms of the redemption thereof, or reduce the principal amount of the Note or the rate of interest thereon or the Redemption Price payable upon the redemption or prepayment thereof; (b) authorize the creation of any pledge of the Tax Revenues and other money and securities pledged hereunder, prior, superior or equal to the pledge of and lien and charge thereon created herein for the payment of the Note except to the extent provided in **Articles III** and **V**; or (c) deprive the Owner of the Note in any material respect of the security afforded by this Resolution. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the Owner of the Note of the adoption of any supplemental Resolution authorized by the provisions of **Section 11.1**.

It shall not be necessary that the consents of the Owner of the Note approve the particular form of wording of the proposed amendment or supplement or of the proposed supplemental Resolution effecting

such amendment or supplement, but it shall be sufficient if such consents approve the substance of the proposed amendment or supplement. After the Owner of the Note shall have filed its consent to the amending or supplementing hereof pursuant to this Section, the Agency may adopt such supplemental Resolution.

Section 11.3. Effectiveness of Supplemental Resolution. Upon the adoption (pursuant to this Article XI and applicable law) by the Agency of any supplemental Resolution amending or supplementing the provisions of this Resolution or upon such later date as may be specified in such supplemental Resolution, (a) this Resolution and the Note shall be modified and amended in accordance with such supplemental Resolution, (b) the respective rights, limitations of rights, obligations, duties and immunities under this Resolution and the Owner of the Note shall thereafter be determined, exercised and enforced under this Resolution subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental Resolution shall be a part of the terms and conditions of the Note and of this Resolution for any and all purposes.

ARTICLE XII

MISCELLANEOUS

Section 12.1. General and Specific Authorizations; Ratification of Prior Actions. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Agency hereby (a) authorizes and directs the Chairman, Finance Director, Secretary, City Administrator and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the Agency and such other actions as they, or any of them, in consultation with Special Counsel, the Owner and its counsel shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, including without limitation the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Finance Director the right, power and authority to exercise his independent judgment and absolute discretion in (1) determining and finalizing all terms and provisions to be carried by the Note not specifically set forth in this Resolution and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Note. The execution and delivery by the Finance Director or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the Agency's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the Agency and the authorization, approval and ratification by the Agency of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by the Finance Director and all other officers, officials, employees and agents of the Agency, including without limitation the expenditure of funds and the selection, appointment and employment of Special Counsel and financial advisors and agents, in connection with issuance and sale of the Note, together with all other actions taken in connection with any of the matters which are the subject hereof, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 12.2. Proceedings Constitute Contract; Enforcement Thereof. The provisions of this Resolution shall constitute a contract between the Agency and the Owner and the provisions thereof shall be enforceable by the Owner by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the issuance and delivery of any Note, this Resolution and any supplemental Resolution shall not be repealable, but shall be subject to modification or amendment to the extent and in the manner provided in this Resolution, but to no greater extent and in no other manner.

Section 12.3. Benefits of Resolution Limited to the Agency and the Owner. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or should be construed to confer upon or give to any person other than the Agency and the Owner of the Note any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement or provision herein contained. The Resolution and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Agency and the Owner from time to time of the Note as herein and therein provided.

Section 12.4. No Personal Liability. No officer or employee of the Agency shall be individually or personally liable for the payment of the principal of or interest on the Note. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 12.5. Effect of Saturdays, Sundays and Legal Holidays. Whenever this Resolution requires any action to be taken on a Saturday, Sunday or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Resolution the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 12.6. Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in this Resolution on the part of the City, the Agency or the Registrar to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Note, but the Owner of the Note shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 12.7. Law and Place of Enforcement of this Resolution. The Resolution shall be construed and interpreted in accordance with the laws of the State of Nebraska. All suits and actions arising out of this Resolution shall be instituted in a court of competent jurisdiction in the State of Nebraska except to the extent necessary for enforcement, by any trustee or receiver appointed by or pursuant to the provisions of this Resolution, or remedies under this Resolution.

Section 12.8. Effect of Article and Section Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Resolution.

Section 12.9. Repeal of Inconsistent Resolution. Any Resolution of the City, or the Agency and any part of any resolution, inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

Section 12.10. Publication and Effectiveness of this Resolution. This Resolution shall take effect and be in full force from and after its passage by the Community Development Agency of the City.

Section 12.11 Agency to Execute Redevelopment Contract and Approve Plan. The Chairman and Secretary are authorized and directed to execute the Redevelopment Contract, in the form presented with such changes as the Chairman, in his discretion deems proper. The Plan is approved and adopted.

PASSED AND ADOPTED: _____, 2024.

**COMMUNITY DEVELOPMENT AGENCY OF
YORK, NEBRASKA**

(SEAL)

By: _____
Chairman

ATTEST:

By: _____
Secretary

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the _____ day of _____, 2024, by and between the Community Development Agency of York, Nebraska ("Agency"), and Bosselman Pump & Pantry, Inc., a Nebraska corporation ("Redeveloper").

WITNESSETH:

WHEREAS, the City of York, Nebraska (the "City"), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 through 18-2157, Reissue Revised Statutes of Nebraska, 2022, as amended (collectively the "Act"), has designated an area within the City as blighted and substandard;

WHEREAS, the Mayor and Council of the City, after public hearing pursuant to the Act, approved that redevelopment plan entitled " Redevelopment Plan for Bosselman Redevelopment Project" (the "Redevelopment Plan");

WHEREAS, Agency and Redeveloper desire to enter into this Redevelopment Contract in order to implement the Redevelopment Plan and provide for the redevelopment of lots and lands located in a blighted and substandard area;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Agency and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

"Act" means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2157, Reissue Revised Statutes of Nebraska, 2012, as amended, and acts amendatory thereof and supplemental thereto.

"Agency" means the Community Development Agency of York, Nebraska.

"City" means the City of York, Nebraska.

"Governing Body" means the Mayor and City Council of the City.

"Holder(s)" means the registered owner or owners of Indebtedness issued by the Agency from time to time outstanding.

"Indebtedness" means any Notes, notes, loans, and advances of money or other indebtedness, including interest and premium, if any, thereon, incurred by the Agency pursuant to the Resolution and Article III hereof to provide financing for a portion of the Project Costs and secured in whole or in part by TIF Revenues. The Indebtedness as initially issued by the Agency shall consist of the Agency's Tax Increment Development Revenue Note (Bosselman Project), Series 2024, (the "TIF Note") to be issued in an amount not to exceed \$179,000 in substantially the form set forth on Exhibit C and purchased by the Redeveloper as set forth in Section 3.04 of this Redevelopment Contract.

"Liquidated Damages Amount" means the amounts to be repaid to Agency by Redeveloper pursuant to Section 6.02 of this Redevelopment Contract.

"Lot" or "Lots" shall mean the separately platted and subdivided lots within the Redevelopment Project Area established pursuant to an approved and filed subdivision plat in accordance with the ordinances and regulations of the City.

"Project" means the improvements to the Redevelopment Project Area, as further described in Exhibit B attached hereto and incorporated herein by reference and, as used herein, shall include the Redevelopment Project Property and additions and improvements thereto. The Project shall include Project site demolition, rehabilitation and site preparation costs, all as described in Section 3.04 of this Redevelopment Contract.

"Project Cost Certification" means a statement prepared and signed by the Redeveloper verifying the Redeveloper has paid Project Costs identified on Exhibit D.

"Project Costs" means only costs or expenses incurred by Redeveloper for the purposes set forth in §18-2103(28) including the providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit D.

"Redeveloper" means Bosselman Pump & Pantry, Inc., a Nebraska corporation.

"Redevelopment Project Area" means that certain real property situated in the City of York, York County, Nebraska which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference. The Redevelopment Project Area is also described on Exhibit B. All such legal descriptions are subject to change based upon any re-platting requested by the Redeveloper and approved by the City.

"Redevelopment Project Property" means all of the Redevelopment Project Area which is the site for the improvements constituting the Project, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

"Redevelopment Contract" means this redevelopment contract between the Agency and Redeveloper with respect to the Project, as the same may be amended from time to time.

"Redevelopment Plan" means the Redevelopment Plan (also defined in the recitals hereto) for the Redevelopment Project Area related to the Project, as attached hereto as Exhibit B, prepared by the Redeveloper, approved by the City and adopted by the Agency pursuant to the Act.

"Resolution" means the Resolution of the Agency authorizing the issuance of the Indebtedness, as supplemented from time to time, and also approving this Redevelopment Contract.

"TIF Revenues" means incremental ad valorem taxes generated on the Redevelopment Project Property by the Project which are to be allocated to and paid to the Agency pursuant to the Act.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

(a) Whenever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(b) The phrase "at any time" shall be construed as meaning at any time or from time to time.

(c) The word "including" shall be construed as meaning "including, but not limited to."

(d) The words "will" and "shall" shall each be construed as mandatory.

(e) The words "herein," "hereof," "hereunder", "hereinafter" and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(g) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II FINDINGS AND REPRESENTATIONS

Section 2.01 Findings of Agency.

The Agency makes the following findings:

(a) The Agency is a duly organized and validly existing Community Development Agency under the Act possessing all the powers of a Community Redevelopment Authority.

(b) The Redevelopment Plan has been duly approved by the City and adopted by the Agency pursuant to Sections 18-2109 through 18-2117 of the Act.

(c) The Agency deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

(d) The Redevelopment Project is expected to achieve the public purposes of the Act by among other things, increasing employment, improving public infrastructure, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Project Area and other purposes set forth in the Act.

(e) (1) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act, and

(2) Based upon investigation by the Agency and on representations made by the Redeveloper and its Lender:

(i) the Project would not be economically feasible without the use of tax-increment financing (funds provided pursuant to Section 18-2147 of the Act), and

(ii) the Project would not occur in the Redevelopment Project Area without the use of tax-increment financing.

(iii) the Agency has documented the financial infeasibility to undertake the project as the insufficient rate of return on the required investment without the assistance provided under this Redevelopment Contract.

(f) The Agency has determined that the costs and benefits of the Project, including costs and benefits to other affected political subdivisions (and documented the same as part of the cost benefit analysis contained in the Redevelopment Plan), the economy of the

community, and the demand for public and private services have been analyzed by the Agency and have been found to be in the long-term best interest of the community impacted by the Project.

(g) The Agency has determined that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development: including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a Nebraska corporation, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract. Prior to the execution and delivery of this Redevelopment Contract, the Redeveloper has delivered to the Agency a certificate of good standing, a certified copy of the Redeveloper's by-laws, organizational documents and a certified copy of the resolution or resolutions authorizing the execution and delivery of this Redevelopment Contract.

(b) The execution and delivery of this Redevelopment Contract and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Contract or in any other matter materially affecting the ability to Redeveloper to perform its obligations hereunder.

(d) The Project would not be economically feasible without the use of tax increment financing.

(e) The Project would not occur in the Redevelopment Project Area without the use of tax-increment financing.

(f) The Redeveloper certifies that it has not and will not apply for (i) tax incentives under the Nebraska Advantage Act or the ImagiNE Act for a project located or to be located within the redevelopment project area; (ii) a refund of the city's local option sales tax revenue; and (iii) no application has been made or approved under the Nebraska Advantage Act or the ImagiNE Act.

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Agency hereby provides that any ad valorem tax on any Lot or Lots located in the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date (the "Effective Date"), as described in Section 18-2147 (1) of the Act which Effective date shall be the January 1, 2025, or January 1, 2026, as determined by the Redeveloper filing a Notice to Divide Taxes for a Redevelopment Project as required by the Act with the City Clerk by June 1 of the year of the applicable year of tax division. It is the sole responsibility of the Redeveloper to timely file such Notice. Said taxes shall be divided as follows:

(a) That portion of the ad valorem tax on real property in each Phase which is produced by levy at the rate fixed each year by or for each public body upon the "redevelopment project valuation" (as defined in the Act) of the Lots shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That portion of the ad valorem tax on such real property in excess of such amount (the "Incremental Ad Valorem Tax"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Agency (designated in the Resolution as the "Note Fund") to pay the principal of, the interest on, and any premium due in connection with the Indebtedness. When such Indebtedness, including interest and premium due have been paid, the Agency shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Phase shall be paid into the funds of the respective public bodies.

Section 3.02 Issuance of Indebtedness

The Agency shall authorize the issuance of the Indebtedness in the form and stated principal amount and bearing interest and being subject to such terms and conditions as are specified in the Resolution and this Redevelopment Contract; provided, at all times the maximum amount of the Indebtedness shall be limited to the lesser of (i) the stated face amount of the Indebtedness, or (ii) the sum of all Project Costs incurred by the Redeveloper as set forth on Exhibit D. No Indebtedness will be issued until Redeveloper has acquired fee title to the Redevelopment Project Property and become obligated for construction of the additions and improvements forming a part of the Project as described in the Plan.

Prior to October 1, 2024, the Agency shall issue one Tax Increment Revenue Note, in one taxable series, in a maximum principal amount of \$179,000, in substantially the form shown on the attached Exhibit C (“TIF Note”), for net funds available to be purchased by Redeveloper (“TIF Note Purchaser”), in a written form acceptable to the Agency, and receive Note proceeds from the TIF Note Purchaser in said amount. At the option of the Redeveloper, the Agency shall make a grant to Redeveloper in such amount, and such grant shall offset TIF Note Purchaser’s obligation to purchase the TIF Note. Subject to the terms of this Agreement and the Resolution, the Agency’s Treasurer on behalf of the Agency shall have the authority to determine the timing of issuing the Indebtedness and all the other necessary details of the Indebtedness.

The Redeveloper agrees to purchase the Indebtedness at a price equal to the principal amount thereof, in a private placement satisfactory to the Agency as to its terms and participants (including any pledgee thereof). Neither the Agency nor the City shall have any obligation to provide for the sale of the Indebtedness. It is the sole responsibility of the Redeveloper to effect the sale of the Indebtedness by purchasing the Indebtedness in accordance with the terms of this Redevelopment Contract and the Resolution. Redeveloper acknowledges that it is its understanding and the Agency's understanding that interest on the Indebtedness will be includable in gross income for federal income tax purposes and subject to Nebraska State income taxation. Redeveloper further understands that neither the Agency nor its counsel make any representation regarding the taxability of the grant provided pursuant to this Redevelopment Contract.

Section 3.03 Pledge of Revenues.

Under the terms of the Resolution, the Agency pledges 100% of the available annual TIF Revenues derived from the Redevelopment Project Property as security for and to provide payment of the Indebtedness as the same fall due (including payment of any mandatory redemption amounts set for the Indebtedness in accordance with the terms of the Resolution).

Section 3.04 Purchase and Pledge of Indebtedness/Grant of Net Proceeds of Indebtedness.

The Redeveloper has agreed to purchase the Indebtedness from the Agency for a price equal to the principal amount thereof, payable as provided in Section 3.02 and this Section 3.04. In accordance with the terms of the Redevelopment Plan the Redeveloper is to receive one or more grants to pay the costs for reimbursement of site acquisition, including easements, site preparation costs, public infrastructure costs and utilities including those items as described on Exhibit D (the

"Project Costs"), in the aggregate maximum amount not to exceed \$179,000. Notwithstanding the foregoing, the aggregate amount of the Indebtedness and the grant shall not exceed the amount of Project Costs as certified pursuant to Section 4.02 of this Redevelopment Contract. Such grants shall be made to the Redeveloper upon certification of Project Costs for as set forth herein and in the Resolution, and payment purchase of the Indebtedness as provided in Section 3.02, unless Redeveloper elects to offset the payment of the purchase of the Indebtedness with the grant proceeds as provided herein and in the Resolution. The Agency shall have no obligation to provide grant funds from any source other than as set forth in the Resolution and this Redevelopment Contract.

Section 3.05 Creation of Funds.

In the Resolution, the Agency has provided for the creation of the following funds and accounts which funds shall be held by the Agency separate and apart from all other funds and moneys of the Agency and the City:

(a) a special trust fund called the "Bosselman Redevelopment Project Note Fund" (the "Note Fund"). All of the TIF Revenues shall be deposited into the Note Fund. The TIF Revenues accumulated in the Note Fund shall be used and applied on the Business Day prior to each Interest Payment Date (i) to make any payments to the City or the Agency as may be required under the Redevelopment Contract and (ii) to pay principal of or interest on the Note to the extent of any money then remaining the Note Fund on such Interest Payment Date. Money in the Note Fund shall be used solely for the purposes described herein and in the Resolution. All Revenues received through and including the sixteenth December 31 after the Effective Date set forth in the Notice to Divide, shall be used solely for the payments required herein and by the Resolution; and

(b) a special trust fund called the "Bosselman Redevelopment Project Fund" (the "Project Fund") The Agency shall disburse any money on deposit in the Project Fund from time to time to pay or as reimbursement for payment made for the Project Costs in each case within 5 Business Days after completion of the steps set forth herein and in the Resolution. If a sufficient amount to pay a properly completed Disbursement Request (as defined in Section 4.02) is not in the Project Fund at the time of the receipt by the Agency of such request, the Agency shall notify the owner of the Note and such owner may deposit an amount sufficient to pay such request with the Agency for such payment. As set forth in the Resolution, if the Redeveloper is the owner of the Note and the Redeveloper so elects, the Agency shall make a grant to Redeveloper in the amount of an approved Disbursement Request; in such event, the approved Disbursement Request amount shall offset funding of the Note.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Note; Insurance.

(a) Redeveloper will acquire the Project, prepare the site for redevelopment and rehabilitate the building, private drives and parking lot and public right of ways in accordance with the plans and specifications provided to the Agency pursuant to redevelopment plan.

Redeveloper will also complete any required public infrastructure improvements for the proposed project.

Redeveloper shall pay for the TIF eligible costs of described on Exhibit D from the grant(s) provided in Section 3.04 hereof. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Agency as to the actual progress of Redeveloper with respect to construction of the Project. Such reports shall include actual expenditures incurred as described on Exhibit D.

(b) Any general contractor chosen by the Redeveloper shall be required to obtain and keep in force at all times until completion of construction for all phases of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal Note or Notes as required by the Act or as is otherwise required by law. The City, the Agency and the Redeveloper shall be named as additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor with respect to any specific contract or the Redeveloper shall also carry insurance on all stored materials. The contractor or the Redeveloper, as the case may be, shall furnish the Agency and the City with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Agency prior written notice in the event of cancellation of or material change in any of any of the policies.

Section 4.02 Cost Certification & Disbursement of Note Proceeds.

Proceeds of the Indebtedness may be advanced and disbursed in the manner set forth below:

(a) There shall be submitted to the Agency a grant disbursement request (the "Disbursement Request"), executed by the City's Finance Director and an authorized representative of the Redeveloper, (i) certifying that a portion of the Project constituting and Infrastructure Phase has been substantially completed and (ii) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Project.

(b) If the costs requested for reimbursement under the Disbursement Request are currently reimbursable under Exhibit D of this Redevelopment Contract and the Community Redevelopment Law, the Agency shall evidence such allocation in writing and inform the owner of the Note of any amounts allocated to the Note.

(c) Upon notification from the Agency as described in Section 4.02(b), deposits to the accounts in the Project Fund may be made from time to time from funds received by the Agency from

the owner of the Note (if other than the Redeveloper) in the amounts necessary to pay amounts requested in properly completed, signed and approved written Disbursement Requests as described herein. Such amounts shall be proceeds of the Note and the Treasurer of the Agency shall inform the Registrar (as defined in the Note Resolution) in writing of the date and amount of such deposits. At the option of the Redeveloper, if the Redeveloper is the owner of the Note, the Agency shall make a grant to Redeveloper in the amount of the approved Disbursement Request; in such event, the approved Disbursement Request amount shall offset funding of the Note. The Registrar shall keep and maintain a record of the amounts deposited into the Project Fund from Note proceeds pursuant to the terms of this Resolution as “Principal Amount Advanced” and shall enter the aggregate principal amount then Outstanding as the “Cumulative Outstanding Principal Amount” on its records maintained for the Note. The aggregate amount deposited into the Project Fund from proceeds of the Note shall not exceed \$179,000.

Section 4.03 No Discrimination.

Redeveloper agrees and covenants for itself its successors and assigns that it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.04 Assignment or Conveyance.

This Redevelopment Contract shall not be assigned by the Redeveloper without the written consent of the Agency. Such consent shall not be unreasonably withheld. Redeveloper agrees that it shall not convey any Lot or any portion thereof or any structures thereon to any person or entity that would be exempt from payment of real estate taxes, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any Lot.

Section 4.05 Record retention. Redeveloper shall retain copies of all supporting documents that are associated with the redevelopment plan or redevelopment project and that are received or generated by the redeveloper for three years following the end of the last fiscal year in which ad valorem taxes are divided and provide such copies to the city as needed to comply with the city’s retention requirements under section [18-2117.04](#) of the Act. Supporting document includes any cost-benefit analysis conducted pursuant to section [18-2113](#) of the Act and any invoice, receipt, claim, or contract received or generated by the redeveloper that provides support for receipts or payments associated with the division of taxes.

Section 4.06 Payment of Fees. Redeveloper shall pay the Agency the sum of \$17,500 for reimbursement of legal fees related to the Redevelopment Project upon the City approving the Redevelopment Plan.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing

Redeveloper shall pay all costs related to the redevelopment of the Redevelopment Project Area and the Redevelopment Project Property which are in excess of the amounts paid from the proceeds of the grant provided from the proceeds of the Indebtedness and granted to Redeveloper. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Agency and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations. The Redeveloper hereby acknowledges and agrees that the Agency shall have completed its required performances and satisfied all of its obligations under this Redevelopment Contract upon the issuance of the Indebtedness and the subsequent payment of grant amounts to the Redeveloper as set forth in Article III hereof and by complying with the obligations of all Redevelopment Contract Amendments.

Section 6.02 Additional Remedies of Agency

In the event that (each such event an "event of default"):

(a) the Redeveloper, or its successor in interest, shall fail to commence the construction of the Project on or before November 1, 2024, or shall abandon construction work related to the Project Costs, once commenced, for any period of 180 days, excepting delays caused by inclement weather,

(b) the Redeveloper, shall fail to pay real estate taxes or assessments on the Redevelopment Project Property owned by the Redeveloper or any part thereof when due; and

(c) there is a violation of any other provision of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 90 days following written notice from Agency, then the Redeveloper shall be in default of this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Agency would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04 of this Redevelopment Contract, less any reductions in the principal amount of the Indebtedness, plus interest on such amounts as provided herein (the "**Liquidated Damages Amount**"). Upon the occurrence of an event of default, the Liquidated Damages Amount shall be paid by Redeveloper to Agency within 30 days of demand from Agency given to the Redeveloper.

Interest shall accrue on the Liquidated Damages Amount at the rate of three percent (3%) per annum and interest shall commence from the date that the Agency gives notice to the Redeveloper demanding payment.

Payment of the Liquidated Damages Amount shall not relieve Redeveloper of its obligation to pay real estate taxes or assessments with respect to the Redevelopment Project Property and the Project.

Redeveloper, on or before contracting for work included within the Project Costs, shall furnish to the Agency copies of labor and materials payment Notes and performance Notes for each contract entered into by Redeveloper related to Project Costs. Each such Note shall show the Agency and the City as well as the Redeveloper as beneficiary of any such Note, as and to the extent commercially obtainable (as determined in the discretion of the Agency). In addition, the Redeveloper shall provide a penal Note with good and sufficient surety to be approved by the Agency, conditioned that the Redeveloper shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing to any contractor or his or her subcontractors (for each contract entered into by Redeveloper related to Project Costs) with labor or materials performed or used in the prosecution of the work provided for in such contract, and will indemnify and save harmless the Agency to the extent of any payments in connection with the carrying out of such contracts which the Agency may be required to make under the law.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), the Redeveloper shall be in default. In such an instance, the Agency may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that any defaults covered by this Section shall not give rise to a right or rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 6.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Agency nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area or any part thereof for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Agency or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

Section 6.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, the Agency, nor their respective elected officials, officers, directors, attorneys, appointed officials, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Agency under this Redevelopment Contract shall be the issuance of the Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, and full compliance with the terms specifically set forth Article III hereof and payment of TIF Revenues pledged pursuant to the Resolution. The Redeveloper releases the City and Agency from, agrees that neither the City nor Agency shall be liable for, and agrees to indemnify and hold the City and Agency harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

The Redeveloper will indemnify and hold each of the City and Agency and their respective elected officials, directors, officers, attorneys, appointed officials, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, excluding litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about that portion of the Project owned by the Redeveloper, during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, related to activities of the Redeveloper or its agents during the construction of the public infrastructure or public right of ways in the Project.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice Recording

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract may be recorded in the office of the Register of Deeds of York County, Nebraska.

Section 7.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

Section 7.03 Binding Effect: Amendment, Assignment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound. The Redeveloper may assign its rights and obligations to a controlled entity which shall be bound by all the terms hereof.

Section 7.04 Effective Date and Implementation of Redevelopment Contract.

This Agreement is in full force and effect from and after the date of execution hereof by both the Redeveloper and the Agency.

Section 7.04 Notices to Parties.

Notices to Parties shall be mailed by U. S. Mail to the following addresses:

Redeveloper:

Bosselman Pump & Pantry, Inc.
1607 S. Locust Street, Suite "A"
PO Box 4905
Grand Island, NE 68802-4905

Agency

York City Hall
104 East 4th Street
York, NE 68467

EXHIBIT A
DESCRIPTION OF REDEVELOPMENT AREA

Lot Two Bosselman Subdivision to the City of York, York County, Nebraska.

EXHIBIT B
REDEVELOPMENT PLAN

[Attach copy of Redevelopment Plan]

EXHIBIT C

(FORM OF NOTE)

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF DAWSON

COMMUNITY DEVELOPMENT AGENCY
OF YORK, NEBRASKA

TAX INCREMENT DEVELOPMENT REVENUE NOTE
(BOSSELMAN REDEVELOPMENT PROJECT), SERIES 2024

No. R-1

Up to \$179,000
(subject to reduction as described herein)

<u>Date of Original Issue</u>	<u>Date of Maturity</u>	<u>Rate of Interest</u>
	(16 th December 31 from Effective Date)	8.0%

REGISTERED OWNER: Bosselman Pump & Pantry, Inc.

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE NOTE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA has caused this Note to be signed by the manual signature of the Chairman of the Agency, countersigned by the manual signature of the Clerk of the City, and the City's corporate seal imprinted hereon.

COMMUNITY DEVELOPMENT AGENCY OF
YORK, NEBRASKA

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Clerk

The **COMMUNITY DEVELOPMENT AGENCY OF YORK, NEBRASKA** (the “Agency”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of York, Nebraska (the “Registrar”), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on June 1 and December 1 of each year until payment in full of such Principal Amount, beginning June 1, 202__, by check or draft mailed to the Registered Owner hereof as shown on the Note registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner’s address as it appears on such Note registration books. The principal of this Note and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Note is issued by the Agency under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2157, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Agency on _____, 2024, as from time to time amended and supplemented (the “**Resolution**”).

THE PRINCIPAL AMOUNT OF THIS NOTE IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS NOTE IS \$179,000.

This Note is a special limited obligation of the Agency payable as to principal and interest solely from and is secured solely by the Revenue (as defined in the Resolution) and certain other money, funds and securities pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The Revenue represents that portion of ad valorem taxes levied by public bodies of the State of Nebraska, including the City, on real property in the Project Area (as defined in this Resolution) which is in excess of that portion of such ad valorem taxes produced by the levy at the rate fixed each year by or for each such public body upon the valuation of the Project Area as of a certain date and as has been certified by the County Assessor of York County, Nebraska to the City in accordance with law.

Reference is hereby made to the Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and pledged to the payment of the principal of and interest on this Note, the nature and extent of the security thereby created, the terms and conditions under which this Note has been issued, the rights and remedies of the Registered Owner of this Note, and the rights, duties, immunities and obligations of the City and the Agency. By the acceptance of this Note, the Registered Owner assents to all of the provisions of the Resolution.

The principal of and interest hereon shall not be payable from the general funds of the City nor the Agency nor shall this Note constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Agency or of any other party other than those specifically pledged under the Resolution. This Note is not a debt of the City or the Agency within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Agency, and does not impose any general liability upon the City or the Agency and neither the City nor the Agency shall be liable for the payment hereof out of any funds of the City or the Agency other than the Revenues and other funds pledged under the Resolution, which Revenues and other funds have been and hereby are pledged to the punctual payment of

the principal of and interest on this Note in accordance with the provisions of this Resolution.

The Registered Owner may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Note then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Note under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Note under the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Trustee as to the principal amount issued and principal amounts paid on this Note shall be the official records of the Cumulative Outstanding Principal Amount of this Note for all purposes.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Note; the Revenue and other money and securities pledged to the payment of the principal of and interest on this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Note; the rights, duties and obligations of the Agency and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Note, and this Note thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Note is subject to redemption prior to maturity, at the option of the Agency, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

In the event this Note is called for prior redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registrar not less than 10 days prior to the date fixed for redemption, unless waived by the Registered Owner hereof. If this Note, or any portion thereof, shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date the portion of this Note so redeemed shall become due and payable and if money for the payment of the portion of the Note so redeemed and the accrued interest thereon to the date fixed for redemption shall be held for the purpose of such payment by the Registrar, interest shall cease to accrue and become payable hereon from and after the redemption date.

This Note is transferable by the Registered Owner hereof in person or by its attorney or legal representative duly authorized in writing at the principal office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of the same series and maturity and for the same principal amount will be issued to the transferee in exchange therefor. The Agency and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal of and interest due hereon and for all other purposes.

This Note is being issued as a registered Note without coupons. This Note is subject to exchange as provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Note have happened, do exist and have been performed in regular and due time, form and manner; that this Note does not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal of and interest on this Note as provided in this Resolution.

[The remainder of this page intentionally left blank]

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the Note register kept by the Registrar for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular.

Signature Guaranteed By:

Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15)

By: _____
Title: _____

Exhibit D
Project Costs

Eligible Costs to be reimbursed from TIF Funds

Site demolition and preparation	
TOTAL	\$179,000